#### **AGENDA**

Joint Administrative Services Board November 28, 2011 12:00 p.m. Joint Government Center

- 1. Call to Order.

  Determination of Quorum
- 2. Approval of Minutes. (October 24 Minutes Attached).
- 3. **Technology.** The Board requested a review of the Memorandum of Agreement by which it was established in order to clarify its role with respect to technology governance. To this end the following documents are attached:
  - A. The original agreement (Bottom center page 2).
  - B. The addendum revising certain titles (BC p. 10).
  - C. The agreement creating a consolidated maintenance department for which the JAS Board has a dispute resolution role (BC p. 11).
  - D. The by-laws of the JAS Board (BC p. 17).
  - E. A draft amendment to the JAS agreement concerning technology governance (BC p. 22).
- 4. Next Meeting will be January 23.

# Joint Administrative Services Board

October 24, 2011

Regular Meeting

12:00 pm

As a regular meeting of the Joint Administrative Services Board held on Monday, October 24, 2011 at 12:00 pm in the Meeting Room AB, Berryville Clarke County Joint Government Center, 101 Chalmers Court, 2<sup>nd</sup> Floor, Berryville, Virginia.

#### Members Present:

Sharon Keeler, J. Michael Hobert, Michael Murphy, David Ash, Emily Rhodes

#### Staff Present:

Tom Judge, David Baggett (arrived at 12:14 pm), Gordon Russell, Amanda Kowalski

#### Also Present:

Anthony Roper, Clarke County Sheriff

#### 1. CALL TO ORDER - Determination of Quorum.

Ms. Rhodes called the meeting to order at 12:05 pm.

#### 2. APPROVAL OF MINUTES

Mr. Hobert moved, seconded by Dr. Murphy, to approve the minutes as presented.

The motion carried as follows:

Sharon Keeler - Aye
Emily Rhodes, Chair - Abstain
Mike Murphy - Aye
J. Michael Hobert, Vice Chair - Aye
David Ash - Abstain

#### 3. TECHNOLOGY

## a. Draft Information Technology Governance Policy

Mr. Judge gave a brief background on the need for a Governance Policy regarding technology, reviewing the 'Quick Draft' he wrote and which is included in the agenda.

Mr. Hobert questioned the change of names in the board. Mr. Judge explained that it was his doing based upon the scope of activities the board decides upon.

Mr. Baggett jointed the Board at 12:14 pm.

Mr. Judge further reviewed the sections inside the Technology Governance Policy, including the purpose and definitions of line items inside the purpose section. Mr. Judge noted that that the purpose of the policy will be constantly evolving with technology.

Mr. Judge reviewed the policy for system cooperation, noting that there has to be a provision to keep the different bodies working together.

Mr. Judge also noted that high data standards need to be established by the JAS board for the ease of updating and training across several governmental entities.

Lastly, Mr. Judge reviewed the high importance of security and correct implementation upon acceptance of any technology in governmental entities.

## b. IT Budgeting and Decision Making

Upon completion of the review of the Governance Policy, the board then discussed their thoughts and ideas of the draft.

- Dr. Murphy noted that the JAS and MOU documents need to be parallel documents. Dr. Murphy noted that the definitions inside the draft are very helpful and that only minor tweaks would have to take place. Dr. Murphy stated that time will have to be spent on open versus proprietary on the establishment of standards and that a definition of the technology plan needs to be established as well. Overall, Dr. Murphy noted that this is a very good start on the policy.
- Mr. Roper stated that he would be interested in working with the board regarding the policy and requested that the Sheriff's department sign off before any plan go into effect. Mr. Hobert stated that the agreement would be to establish constraints in a homogenous area, questioning if the personnel policy would be an issue. Mr. Roper stated that he did not see it as a setback. Mr. Judge noted that there are differences in policies between different governing boards; however, there is a need to have as many homogenized business practices as possible. Mr. Roper noted that many of his policies are restricted by the Code of Virginia. Dr. Murphy noted that there has to be a process in place, taking into consideration the different policies in place.
- Mr. Hobert spoke the difficulty in delegating authority for appointed officials, noting the challenge with establishing policies that are accepted by all. He also spoke on accountability throughout all the entities.
- Mr. Ash stated that it may be more feasible to look again at the original agreement, noting that the original agreement was pieced together. He also stated that the scope needs to be defined and clarified better.

- Dr. Murphy verbalized the need to create a matrix to define the outcome and the persons involved with each task. Mr. Baggett agreed that a matrix need be created for the purpose of creating overlap between departments. Mr. Baggett stated that the board needs to agree on the scope before the matrix can be created. Mr. Ash spoke on each department having their own individual interests and needs in a program, questioning the ability to find a common ground. Dr. Murphy noted there needs to be a technology exception list created for each department.
- Ms. Rhodes suggested that the original agreement be looked at further to better identify the scope of work. The board members agreed that it did. Ms. Rhodes also stated that specific common goals need to be established.
- Mr. Hobert spoke that a concrete foundation needs to be established in order to 'sell' this policy to each department.
- Mr. Russell stated that the scope needs to be narrowed to core financial issues within the county and not a broad scope for all departments. Mr. Baggett spoke on the evolving technology among each department.
- Dr. Murphy stated that there are going to be more software exceptions to the ERP model that what originally thought between the different departments. Mr. Judge recommended that the board members do background research on IT governance structures to establish a set of standards and exceptions.
- Mr. Russell spoke on the difficulty with clear boundaries of authority on networks within departments.
- Mr. Hobert noted the difficulty of the Board agreeing on a module and the difficulty of having the whole county agree upon equanimity.
- Mr. Judge reviewed the articles he prepared for the meeting, noting that the author stated to start slow with implementing IT governance.
- Mr. Ash stated that the Board is ultimately going to be in control of implementing an ERP to the rest of the department county-wide and that a solid commitment is needed from every member. Dr. Murphy stated that there is now a solidly defined mission in place, whereas before there was not.
- Mr. Baggett spoke on the common ground that he shares with the county's IT needs and responsibilities.

- Mr. Judge spoke on the success of the focus groups that were performed previously.
- Dr. Murphy proposed that both he and Mr. Judge sit down and construct a framework and scope for the ERP model and come back to the Board for review and discussion.
- Additionally, Mr. Hobert requested that a revised memo of agreement be constructed for Board review. Mr. Judge will review the document and bring back to the Board a revised document for approval.

#### 4. **NEXT MEETING NOVEMBER 28**

## 5. ADJOURNMENT

Ms. Rhodes adjourned the meeting at 1:58 pm.

Minutes Recorded and Prepared by: Amanda W. Kowalski

#### MEMORANDUM OF AGREEMENT

between
CLARKE COUNTY BOARD OF SUPERVISORS
and
CLARKE COUNTY SCHOOL BOARD

#### PURPOSE:

The purpose of this Memorandum of Agreement is to detail the terms, conditions, responsibilities, and processes, to be agreed upon by the Clarke County Board of Supervisors and the Clarke County School Board that provide for the establishment, funding, direction and control of a Financial Services Office and the support staff and facilities necessary to provide comprehensive accounting and financial management services to the Board of Supervisors, the School Board, and any subordinate agencies or offices hereafter included.

#### DIRECTION AND CONTROL:

There is hereby established a **Joint Financial Services Board** consisting of the following five persons:

- 1. A member of the Clarke County Board of Supervisors appointed by the Chairman of the School Board.
- 2. A member of the Clarke County School Board appointed by the Chairman of the School Board.
- 3. The Clarke County Administrator.
- 4. The Superintendent of Schools.
- 5. The Treasurer of Clarke County.

The Joint Financial Services Board shall meet at least monthly, and as often as may be required in order to effect the establishment of this joint service office. The Board shall interview and employ a Financial Services Officer, and thereafter shall establish and review policy and procedure; review and forward recommendations of the Financial Services Officer; approve the establishment of support positions and the Financial Services Officer's recommendations for employees; develop and recommend any revisions and additions to this agreement determined to be necessary to ensure the continued fairness and viability of this office.

Administrative supervision of the Financial Services Officer shall be provided jointly by the County Administrator and the Division Superintendent, who shall consult on a weekly basis to ensure that the financial needs of the participants are met. Should the County Administrator and the Division Superintendent be unable to resolve any conflict in the various needs of the participants, the Joint Financial Services Board shall rule.

#### SCOPE OF ACTIVITIES:

The Joint Financial Services office shall be responsible for providing accounting and financial management services in the following areas:

Budgets; budget analysis; forecasting
Accounts Payable/Receivable
Purchasing
Payroll
Grants Management
Insurance
EDP Hardware/Software selection and operation

In addition, the office shall provide financial management and advice to such other agencies as may hereafter be included in this agreement.

The Financial Services Officer shall maintain a close working relationship with the County Treasurer and shall upon request of the Treasurer, offer such advice and assistance as may be desired.

#### PRIORITIES:

It is understood and agreed that both the County and the School Board have or anticipate vacancies in one or more positions currently assigned accounting/financial responsibilities. The highest priority of the Financial Services Officer shall be to support and maintain ongoing services and provide such assistance as is necessary to ensure continued operations and compliance with the law.

The Financial Services Officer shall review all current financial policies, practices and positions to ensure compliance with all regulations and laws. The Financial Services Officer shall develop and recommend adoption of policies and procedures or revisions to same when necessary for compliance.

The Financial Services Officer shall review all current data processing systems, programs, and personnel and shall recommend those enhancements, improvements, combinations and reassignments as may be needed to most effectively and efficiently manage the financial and accounting needs of the participants in this agreement.

## SEPARATION OF DATA - CONFIDENTIALITY

It is the intent of this agreement to provide the most efficient and effective accounting and financial management system possible and acknowledged that combination of the various offices, equipment, and personnel may be required. However, the the extent possible, information generated or compiled on behalf of a participating agency shall be maintained separate and apart from that of other participating agencies. All requests for internal information of an agency shall be directed to that agency's chief administrative officer and shall not be released without the knowledge and permission of the agency.

#### **FUNDING:**

The Board of Supervisors and the School Board agree to fund the initial operations of this office equally between the two Boards. A fiscal agent shall be mutually agreed upon by the Board of Supervisors and the School Board and the Financial Services Officer and new employees of that office shall be considered employees of the fiscal agent for purposes of employment reporting, fringe benefits, etc. It is expected that a common pay scale and personnel policies, acceptable to both the School Board and the Board of Supervisors, will be developed for employees of this office.

Future funding for the office shall be determined mutually by the Board of Supervisors and the School Board and shall be in such amounts and in such proportion as may be agreed. Funding levels will be agreed upon annually and shall run concurrently with the fiscal year.

#### LOCATION OF OFFICES:

The Board of Supervisors and the School Board agree to provide such space as can be made available for purposes of this agreement, consistent with any changes recommended by the Financial Services Officer and adopted by the Joint Financial Services Board. The School Board agrees to provide office space, furnishings, and equipment for the office from start up through June 30, 1994. The Board of Supervisors agrees to provide permanent quarters for the office as soon thereafter as possible. It is agreed that the office will require the acquisition of space in order to effectively function.

#### TERM OF AGREEMENT:

This agreement shall remain in full force and effect until superceded, or rescinded by either party. The Board of Supervisors and the School Board agree that any decision to terminate this agreement will be communicated in writing prior to adoption of the annual budget and that any termination will coincide with the end of the fiscal year.

This Memorandum of Agreement has been reviewed and is recommended for approval:

David L. Ash County Administrator	Dennis W. Kellison Division Superintendent
Date:	Date:

Approved:	
John D. Hardesty, Chairman Board of Supervisors	Dr. William A. Houck, Chairman School Board
Date:	Date:

# ADDENDUM

To the
Memorandum of Agreement
Between
CLARKE COUNTY BOARD OF SUPERVISORS
And
CLARKE COUNTY SCHOOL BOARD
[Adopted 4-4-1994]

PURPOSE:	The purpose of this addendum is to rename the Board and the title of its executive to better reflect the assigned scope of activities.	
AMENDMENT:	This addendum hereby renames the "Joint Financial Services Board" the "Joint Administrative Services Board", renames the title "Financial Services Officer" the "Administrative Services Director", and establishes the title of the joint operation as "Clarke County Administrative Services".	
This Memorandum o	of Agreement has been	reviewed and is recommended for approval:
David L. Ash County Administrate	or	Dennis W. Kellison Division Superintendent
Date:		Date:
Approved:		•
John D. Hardesty, C Board of Supervisor		Dr. William A. Houck, Chairman School Board
Data		Dote

# DRAFT for SB Approval on 7-21-08

Consolidated Maintenance Management Agreement
Between
Clarke County School Board
And
Clarke County Board Of Supervisors

This Agreement made and entered into this \_\_\_\_\_ day of July 2008, by and between the Clarke Copunty School Board (hereinafter "School") and the Clarke County Board of Supervisors (hereinafter "Government").

#### General:

- A. Consolidation: The Government and the School will consolidate all maintenance activities other than school transportation, vehicle maintenance, and custodial duties as specified in Attachment A.
- B. Director of Maintenance, Scope: The Government and the School agree that the Maintenance Director for the Government shall supervise the consolidated buildings and grounds maintenance functions for both the Government and the School and shall direct the maintenance activities and capital projects other than construction of new school buildings or extensive renovation of existing school buildings.
- C. Location: The Maintenance Director and the Maintenance Office Manager shall relocate to the Maintenance Building offices vacated by the School Maintenance Department and all maintenance activities for schools and government shall be coordinated from that location.
- D. Use of Vehicles, Tools, and Equipment: Personal property (tools, tractors, attachments, vehicles and other such equipment) owned by either party will remain the property of that party but may be used in the performance of work requested by either the School or the Government. The Maintenance Director shall keep appropriate records to allocate the value of such property owned by one party and employed to benefit the other. If shared equipment is to be replaced or acquired, the appropriate share shall be agreed upon by the parties prior to replacement or acquisition.
- E. Supplies: The Maintenance Director shall ensure that necessary maintenance and custodial supplies for both the School and the Government are ordered and maintained so that distribution of necessary supplies is provided in a timely manner and properly accounted for.

- F. Liability and Insurance: Each party agrees to maintain liability, casualty and such other insurance as may be required by law to protect the party from loss or damage and to hold harmless the other party for any loss arising out of this agreement.
- G. Dispute Resolution: The parties agree that any dispute as to priorities, assignment of work, or allocation of costs between the parties shall be first referred to a committee consisting of the Joint Administrative Services Director, the School Superintendent, and the County Administrator in an effort to reach a consensus. Should consensus not be reached, the issue will be referred to the Joint Administrative Services Board. If further review is required, the matter will be presented to the respective Governing Bodies.
- H. Limits of Agreement: This agreement is intended to cover those maintenance services currently undertaken and funded by the parties to this agreement. Additional facilities and or services may be added to this agreement provided the parties agree.

## **Employee Supervision:**

- I. Supervision of Employees: The Maintenance Director shall supervise and direct the daily activities of School employees so designated by the school board to operate under his direction.
- J. Assignment of Costs: The Maintenance Director shall track the hours and activities of the employees under his direction and shall keep a record of all hours and costs attributable to activities or projects undertaken on behalf of the School or the Government and shall assign hours and costs to the appropriate party.
- K. Employees and Projects: The School shall provide a list of employees to be supervised and a list of the capital projects to be completed in the upcoming year.
- L. Assignment of Work: The Maintenance Director shall assign work to employees based upon his best judgment of skill and ability in order to meet the priorities established by the School and the Government consistent with the priorities and budgets established by each.
- M. Means and Methods: The Maintenance Director shall review the means and methods used to accomplish the work requested by the parties to this agreement and shall inform the parties when, in his opinion, the work requested can be more efficiently achieved by changing the means or method.

N. Coordination and Assignment of Employees: The Parties acknowledge that the employees to be supervised by the maintenance director are employed by different agencies. To the extent possible, employees will be assigned similar work schedules. Should any employee supervised by the maintenance director be required to work on a holiday or other day on which the general cessation of work has been declared by one of the parties, the employee shall be provided an alternate day off or compensated by the employing agency in accordance with that agency's policy.

#### **Documents and Records:**

- O. Records: The allocation of man-hours and costs attributable to each party shall be provided to the Joint Administrative Services Director as required in order to allow the financial reports to be routinely updated. Reports shall be modified or created as necessary to provide necessary accounting information.
- P. Work Order System: The Maintenance Director shall establish a work order request system to assign and track maintenance requests made by individuals authorized by the School Board to make such requests.
- Q. Work Order Authorization: The School shall provide to the Maintenance Director, the names and/or positions that are authorized to request work or service to be provided.
- R. Budgetary Compliance: The Maintenance Director shall review work orders and other requests for service to ensure that work requested falls within the guidelines and budgets established by the School and the Government. Should a question arise as to the authority or the funding to undertake a particular activity, the Maintenance Director shall request approval from the Superintendent or the Administrator as appropriate. If approval is given, the work shall be completed and the costs attributed in the same manner as other costs. No charges shall be made against the budget assigned to the Maintenance Director without the advance knowledge of the Maintenance Director.
- S. Recommendations on maintenance or repair: The Maintenance Director shall periodically survey the physical plant facilities and shall suggest to the School or the Government such repair, maintenance and preventative measures as he may believe to be necessary or advisable, along with his estimate of the probable cost of completing the work and his opinion as to whether the work can be completed with Government or school employees or will require contracted services.

- T. Cost and Impact Estimates: The Maintenance Director shall review requests for repair, maintenance, or capital improvements and provide the School and the Government with an estimate of the probable cost of completing the work and with his opinion of the suitability of the proposed work and any impact on future operating, maintenance, or repair costs.
- U. Budget Preparation: The Maintenance Director shall assist the School and the Government in defining the scope and in projecting the cost of desired capital, maintenance, and repair projects for budget purposes.
- V. Extraordinary Cost Assignment: The Maintenance Director shall make reasonable efforts to operate within the budgets established by the parties and to schedule work so as to minimize cost and disruption. Overtime, premium pay, express delivery charges or other costs incurred in addressing emergency situations or required to perform work not previously scheduled or requested shall be allocated to the requesting party.
- W. **Default Cost Assignment**: The Maintenance Director shall keep the records necessary to allocate hours worked and costs associated with work or projects completed for the School or the Government. To the extent that employee hours or project costs are not accounted for, they shall default to the original agency.

## Work Performed By Others:

X. Other Projects, Authority and Responsibility: The School shall provide the Maintenance Director a list of any maintenance/custodial duties and/or projects to be performed by, or supervised by other school personnel so that clear lines of authority and responsibility are maintained. No improvements, repairs, additions or modifications shall be performed by others unless approved by the schools and added to the list in advance of work being commenced.

## Custodian Responsibilities\*

Each building administrator may decide duties assigned between day and night custodians.

Frequency of duties are building administrators responsibility.

## Custodial Cleaning Responsibilities:

- Thoroughly clean and disinfect restrooms and locker rooms daily.
- Restock all supplies in restrooms.
- Wet Mop and disinfect tile floors.
- Clean and sanitize furniture.
- Strip and wax floors.
- Sweep all floors and sidewalks.
- Vacuum all carpet.
- Shampoo and remove stains in carpet.
- Vacuum and dust all furniture, window sills, shelves, baseboards, wall hangings, ledges, hard to reach areas etc...
- Wash windows on interior doors and walls.
- Clean and disinfect phones.
- Clean and disinfect keyboards.
- Clean and disinfect door handles.
- Clean and disinfect water fountains
- Clean and disinfect light switches.
- Wipe down and disinfect interior and exterior handrails.
- Pick up trash interior and exterior.
- Empty interior and exterior trashcans and replace liners, disinfect when needed.
- Clean light fixtures.
- Clean disinfect damp mop bleachers.
- Wipe down and disinfect lockers.
- Clean vents below 12'.
- Keep cleaning equipment washed and in workable condition all the time.

- Clean and disinfect area where children get sick or injured (interior and exterior).
- All other duties assigned by building administrator.

## **Custodial Light Maintenance Responsibility:**

- Unlock buildings and trailers beginning everyday.
- Secure building and trailers the end of everyday.
- Put up and take down flags.
- Set up and take down for assembly's lunch, breakfast and any other special events.
- Receive and verify deliveries.
- Move furniture.
- Assemble new furniture when delivered.
- □¹ Replace light bulbs under 12' and date.
- Remove snow from sidewalks, trailer walks and decks, <u>all emergency</u> <u>exits</u> of building and trailers, ice melt if necessary.
- Perform routine inspections on alarms, extinguishers, exit lights, emergency lights and keep written records of such.
- Keep inventory of supplies (cleaning, light bulbs, light maintenance tools, ceiling tiles etc... Advise building administrator when order needs to be placed to maintenance.
- Replace broken and stained ceiling tiles.
- Perform light painting.
- Plunge toilets when necessary.
- Replace broken paper & soap dispensers.
- Be familiar with blood borne pathogen requirements.
- All other duties assigned by building administrator.

<sup>\*</sup>Maintenance and repair activities on the exterior of the buildings, other than those identified in the above list are assumed to be the responsibility of Maintenance.

## By-Laws of the Clarke County Joint Administrative Services Board Adopted 6-6-94 As amended through 11/22/2004

## Article I: Authority.

The Joint Administrative Services Board was created December 22, 1993 by a Memorandum of Agreement between the Clarke County Board of Supervisors and the Clarke County School Board. The purpose of the Board, its membership, the scope of its activities, and the responsibilities of its staff are set forth in that Memorandum, which follows as Appendix I of these by-laws.

## Article II: Appointment and Terms of Members.

The Memorandum of Agreement requires appointment by the School Board Chairman of one Joint Board member from the School Board; and by the Board of Supervisors Chairman of one Joint Board member from the Board of Supervisors. These appointments shall take place at the annual organizational meeting of each of these two Boards. The term of these two members shall be one year, with no limit on the number of consecutive terms.

## Article III: Member Substitutes. [Added 11-22-2004]

Any member may, and shall be encouraged to, appoint a substitute to participate as a full voting member at meetings of the board in the event of that member's absence, provided that such substitution is on a temporary basis.

## Article IV: Joint Board Officers and their Duties.

Chairperson. The five members of the Joint Board shall choose a Chairperson from among them, whose responsibilities shall include presiding at meetings of the Joint Board, assuring the proper order of the Board members and the public at all meetings, signing documents of the Joint Board, overseeing the preparation of agencies, and representing the Joint Board before other public bodies. A Chairperson shall serve a maximum of two one-year terms.

Vice-Chairperson. Prepares the annual report of Joint Board Activities and, when the Chairperson is absent, performs the Chairperson's duties.

# Article V: Staff of the Joint Board and their Duties.

Administrative Services Director. Advises the Joint Board on matters relating to finance, personnel, computer systems, purchasing, grants, risk management, and all other topics within the Joint Board's scope of activities; prepares documents for presentation to the Joint Board; and assists the Chairman in the exercise of his or her duties. The Director or designee shall have the privilege of addressing the Joint Board during regular meetings.

Deputy Clerk of the Board of Supervisors. Records the proceedings of all meetings, prepares the minutes of the meetings, and assures the proper indexing of all Joint Board documents as public records.

## Article VI: Meetings of the Joint Board.

Regular meeting. A noticed official meeting, open to the public, during which the Joint Board deliberates and may take substantive votes on specific items.

Emergency meeting. In the event of a true emergency, the Chairperson, with the assent of a majority of members, may call an emergency meeting without notice; such meeting is open to the public; publicly-accessible minutes shall carry the specific justification for such meeting.

Executive meeting. A noticed official meeting, closed to the public, whose topics of deliberation are truly confidential in nature, and in compliance with Section 2.1-344 of the code of Virginia, as amended.

## Article VII: Order of a regular meeting.

- 1. Call to order and determination of quorum.
- 2. Approval of the minutes of the previous meeting.
- Items carried over from a previous agenda.
- 4. Items of the present agenda.
- 5. Other business.
- 6. Review of the Joint Board's calendar and announcement of future meetings.
- 7. Request of the Chairperson for motion to adjourn.

# Article VIII: Form and Character of Motions.

- 1. The form and character of motions shall conform to those offered within Robert's Rules of Order, Revised, as except as specified below.
- A motion shall die for lack of a second.
- Where a motion has been defeated, a member of the Joint Board initially in opposition may move to approve or approve with conditions.

## Article IX: Quorum and Voting Requuirements.

- 1. A majority of the members shall constitute a quorum.
- 2. A majority of members shall be required to pass a motion.
- 3. All votes shall be taken by the Chairperson in random order, except that the Chairperson shall vote last.
- 4. Abstention from voting shall not be counted in the determination of a motion but shall be recorded.
- 5. In the event of a tie vote, the motion shall have been defeated.
- 6. A member may designate a substitute to act with full voting privileges in the event of their absence.

## Article X: Instruments and documents of the Joint Board.

- 1. The official instruments of the Joint Board are the record of notice, the agenda, and the minutes of meetings. Where the Joint Board wishes to provide advice to the Board of Supervisors and/or the School Board, it may do so by resolution.
- 2. Any and all materials submitted to the Joint Board regarding an item shall only be entered into the public record by a motion to "Accept for the record".
- 3. All notices, agendas, reports, minutes, and resolutions shall constitute the documents of the Joint Board and shall be indexed as a matter of public record.
- 4. Minutes of Joint Board meetings shall be prepared within one week following the meeting. Once prepared, the minutes will be distributed to each Joint Board member for review. Any correction to the minutes by a Joint Board member should be communicated to the Chairperson of the Joint Board within two working days. The Chairperson shall notify the County Administrator and the School Superintendent of any such objections. After corrections, the County Administrator and the Division Superintendent shall bring the minutes before the Board of Supervisors and the School Board, respectively, at the next meeting of each Board.
- 5. The Board of Supervisors and the School Board shall each have an opportunity to object by majority vote to actions of the Joint Board.
- 6. If neither the Board of Supervisors nor the School Board object by majority vote at their next meeting following the Joint Board meeting at which the decision was made, the decision will be final. If either Board does object, the matter will be reconsidered by the Joint Board.

#### Article XI: Administrative Calendar.

- 1. Notice for all meetings shall conform to requirements of law.
- 2. The Joint Board shall hold an annual meeting to review both the activities of the previous year and decide the work program for the coming year.
- 3. The election of officers shall occur at the annual meeting.
- 4. The regular meeting schedule for the coming year shall be determined at the annual meeting.
- 5. Copies of the agenda and agenda-related documents shall be delivered to each Joint Board member no less than three days prior to a regular meeting.

## Article XII: Conduct of Joint Board Members.

- 1. Members shall take the time necessary to prepare themselves for meetings.
- 2. A member with a conflict of interest in an item before the Joint Board must state that a conflict of interest exists and withdraw from participation in the meeting on that item. The interests of that member's board or office may be represented by a designee.

## Article XIII: Separability.

Should any article of the Joint Board by-laws be found to be illegal, the remaining articles shall remain in effect.

# Article XIV: Adoption and Amendment of By-Laws.

- 1. The by-laws shall be adopted or amended upon a vote of a majority plus one of the members of the Joint Board.
- 2. Adoption of amendment of by-laws takes effect immediately following a successful vote.

## Article XV: Information Requests. [Added 7/24/1995, amended 11/20/1995].

- 1. Resources of the Department of Joint Administrative Services shall be devoted to satisfying information requests in the following precedence:
  - a. Responsibilities established in the December 1993 Memorandum of Agreement between the Board of Supervisors and the School Board: budget, accounts payable, purchasing, payroll, grants management, insurance, and electronic data processing.

- b. Projects assigned by the Joint Administrative Services Board.
- c. Projects assigned by the Board of Supervisors and the School Board. Individual board members, Commissions, or Committees of thes two Boards must make their request for services through their respective board. d. Additional requests will be handeled by providing information in its current format as time permits, or as provided by the Virginia Freedom of Information Act. A per page charge will be assessed for documents to recover direct costs, except in the case of documents which have been specifically prepared for public distribution, in which case there shall be no per page charge.
- 2. All requests to the Department of Joint Administrative Services shall be made through the County Administrator or the School Superintendent, and all resulting data and reports shall be provided to both the County Administrator and the School Superintendent.

# AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE CLARKE COUNTY BOARD OF SUPERVISORS AND THE CLARKE COUNTY SCHOOL BOARD

#### Add to "DIRECTION AND CONTROL" as follows:

The Joint Financial (or Administrative) Services Board shall be responsible for information technology governance. This responsibility includes: establishing information technology standards, establishing an annual technology plan, recommending projects for funding, reviewing and recommending procurements of information technology, monitoring technology implementations, establishing business processes related to technology implementations that are based on best practices, and establishing standards for the security of information technology.