

**ARTICLES OF AGREEMENT**

**OF**

**THE SOUTHEASTERN MASSACHUSETTS  
EDUCATIONAL COLLABORATIVE**

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**The Southeastern Massachusetts Educational Collaborative**

**ARTICLES OF AGREEMENT**

PREAMBLE

PURSUANT TO the provisions of M.G.L. Chapter 40, §4E, as amended, 603 CMR 50.00 and all other powers enabling the following School Committees, exercising jurisdiction in the Commonwealth of Massachusetts, to enter into a formal association, the School Committees of the following school districts, hereby establish an Educational Collaborative:

Acushnet, Dartmouth, Fairhaven, Marion, Mattapoissett, New Bedford, and Rochester Public  
School Districts,  
Greater New Bedford Regional Vocational Technical School District  
and  
Old Rochester Regional School District

These Articles of Agreement (hereinafter referred to as the "Agreement") replace the original Articles of Agreement, dated September 18, 1978, as most recently amended on April 14, 2015, entered into by and between the school committees listed in Article II (herein referred to as "Member Committees"), and shall not be effective until approved by the Collaborative Member School Committees and the Board of Elementary and Secondary Education, upon the recommendation of the Commissioner of Elementary and Secondary Education.

**ARTICLE I –NAME**

1:1 The name of this public educational agency shall be the Southeastern Massachusetts Educational Collaborative; hereinafter referred to as the “Collaborative.”

## ARTICLE II –MEMBERSHIP

2:1 The membership of the Collaborative, as of the date of this Agreement, shall include the following school committees; hereinafter referred to as the “Member Committees”:

The Acushnet School Committee

The Dartmouth School Committee

The Fairhaven School Committee

The Greater New Bedford Regional Vocational Technical School Committee

The Marion School Committee

The Mattapoisett School Committee

The New Bedford School Committee

The Rochester School Committee

The Old Rochester Regional School Committee

### ARTICLE III –PURPOSE, MISSION, FOCUS AND OBJECTIVES

The Mission of the Collaborative shall be:

- 3:1 The Southeastern Massachusetts Educational Collaborative (SMEC) provides high quality programs and services for all children and adults who need specialized instruction or support. SMEC utilizes a team approach to meet the needs of the whole individual in order to achieve greater personal independence and success.

The Purpose and Focus of the Collaborative shall be:

- 3:2 To provide educational resources to support and augment the educational programs and services of the Member Committees.
- 3:3 To conduct educational programs and services which shall complement and strengthen the public school programs of the Member Committees and to increase educational opportunities for students.
- 3:4 To develop and administer educational programs for persons with and without disabilities, including students, ages 3 through 21 years, having special educational needs, and adults above age 21 with special needs and/or disabilities.

Such programs shall be consistent with M.G.L. c. 40, § 4E, and include, but not be limited to, the following:

- a. Early Childhood Programs.
  - b. Programs providing for the instruction of students having emotional and behavioral disorders, developmental disabilities, autism spectrum disorders and other special needs or disabilities.
  - c. Career exploration and work experience programs for regular education students and those having special educational needs.
  - d. Developmental education, prevocational training and social development programs for students having special needs.
  - e. Programs to supplement the regular and special education offerings of the local school committees.
  - f. Adult service programs for persons over the age of 22 with developmental disabilities to be funded by contracts with agencies including but not limited to the Massachusetts Department of Developmental Services, Massachusetts Commission for the Blind, and/or Massachusetts Health/Medicaid.
- 3:5 To assist the Member Committees in developing coordinated positions in response to existing and proposed federal and state laws and regulations in the area of educational services to students having special educational needs.

- 3:6 To identify, acquire and disburse funds for the development, support and continuation of the programs and services of the Collaborative to support and augment the programs and services of the Member Committees.
- 3:7 To be responsive to the local concerns, needs, and priorities of the individual Member Committees, by providing a locally governed, cost-effective structure to broaden the scope, quality and accessibility of special and regular education program alternatives and service delivery.
- 3:8 To develop and administer programs and services which address the transitional services needs of school age students and adults with disabilities.

The Objectives of the Collaborative shall be:

- 3:9 To develop and administer, as directed by the Collaborative Board of Directors, programs, supports and services which best serve the interests of the Collaborative and its Member Committees;
- 3:10 To provide a vehicle for Member Committees to identify and resolve issues of a common and regional nature; and
- 3:11 To provide professional development opportunities for educators, parents and related services personnel.

#### ARTICLE IV –GOVERNANCE

- 4:1 The governing body of the Collaborative shall be the Board of Directors; hereinafter referred to as the “Collaborative Board.”
- 4:2 Each Member Committee shall annually appoint, by an appropriate vote, a current member of its school committee or charter school board to serve as its representative on the Collaborative Board; hereinafter referred to as “appointed representative.”
- 4:3 The Commissioner of Elementary and Secondary Education shall appoint an individual to serve on the Collaborative Board.
- 4:4 Each appointed representative of the Collaborative Board shall be entitled to one vote while serving in such capacity.
- 4:5 Each appointed representative of the Collaborative Board shall serve in such capacity at the pleasure of the Member Committee he/she represents. Each appointed representative has a fiduciary responsibility to discharge his or her duties with care, skill, prudence, and diligence for the benefit of the appointed representative’s Member Committee and the students served by the Collaborative.
- 4:6 Any vacancy on the Collaborative Board shall be filled by the Member Committee having such vacancy. The Commissioner of Elementary and Secondary Education shall be responsible for filling any vacancy of the Department’s representation on the Collaborative Board.
- 4.7 Each duly appointed representative shall be expected to attend all scheduled Collaborative Board meetings. In the event that an appointed representative misses more than 50% of the regularly scheduled meetings in a given year, the Executive Director of the Collaborative shall notify the Superintendent and School Committee Chair for the respective Member Committee and request that a replacement appointed representative be appointed for the following year.
- 4.8 No appointed representative on the board shall serve as a member of a board of directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E, as most recently amended.
- 4.9 No appointed representative shall receive an additional salary or stipend for his/her service as an appointed representative.
- 4.10 No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting board member and no Member Committee shall delegate the rights, responsibilities or duties of its appointed representative to any other individual, unless the Member Committee is replacing the appointed representative with that individual.



## ARTICLE V –POWERS AND DUTIES

- 5:1 The Collaborative Board shall have entire charge over the operations and management of the Collaborative.
- 5:2 The Collaborative Board shall adopt policies in response to prevailing laws and regulations and pursuant to the provisions of this Agreement, which shall govern the day-to-day operations of the Collaborative.
- 5:3 The Collaborative Board, as a public employer, shall have the authority to employ personnel, including teachers and related service providers, to carry out the purposes and programs of the Collaborative.
- 5:4 The Collaborative Board shall have the authority to contract for the purchase of supplies, materials and services and for the purchase or leasing of land, buildings, classrooms and equipment as deemed necessary and in the best interest of the Collaborative and Member Committees by said Collaborative Board. Such contracts will be subject to M.G.L. c. 30B.
- 5:5 The Collaborative Board shall have the authority to borrow money in anticipation of revenues to meet ongoing payroll or payables obligations.

In addition, the Collaborative Board may enter into the borrowing of funds, may enter into short- or long-term agreements or mortgages and may acquire or improve real property to support Collaborative operations, subject to the following procedures:

- a. All borrowing, loans, and mortgages shall be discussed at a public meeting of the Collaborative Board;
- b. The Collaborative Board shall investigate options related to borrowing, loans and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application;
- c. The Collaborative Board shall determine at a public meeting, through a majority vote, that the terms related to borrowing, loans and mortgages are cost-effective and are the most favorable available at the time of the application; and
- d. The Collaborative Board shall determine at a public meeting, through a majority vote, that the borrowing, loans and mortgages are necessary to carry out the purposes for which the Collaborative is established.

In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property:

- a. The Collaborative Board shall discuss its intent to apply for a real estate mortgage at a public meeting prior to the meeting of the Collaborative Board at which the final vote is taken;
- b. The Collaborative Board shall provide notice to each Member Committee within thirty (30) calendar days of applying for real estate mortgages; and
- c. The Collaborative Board shall approve such action by a majority vote.

- 5:6 The Collaborative Board shall have standing to sue and to be sued to the same extent as a city, town or regional school district.
- 5:7 The Collaborative Board shall have all powers and duties as may be conferred and imposed upon such educational collaborative boards by law.
- 5:8 The Collaborative Board shall have the authority to establish and appoint sub-committees and advisory committees as may be required or deemed necessary.
- 5:9 The power to delegate any and all of its powers and duties to the Executive Director rests with the Collaborative Board as permitted by law and regulations.
- 5:10 The Collaborative Board shall also annually appoint two appointed representatives to review, approve and sign all Collaborative payroll and payables warrants on behalf of the Collaborative Board. A minimum of one appointed member shall review, approve and sign each payroll and payables warrant.
- 5:11 The Collaborative Board shall assign the Treasurer to review, approve and sign all Collaborative payroll and payables warrants prior to the disbursement of funds.

## ARTICLE VI –OFFICERS

- 6:1 The Officers of the Collaborative Board shall be as follows and shall be appointed annually by the Collaborative Board:
- a. Chairperson
  - b. Vice-Chairperson
- 6:2 Only appointed representatives of the Collaborative Board shall be eligible for appointment to the office of Chairperson and Vice-Chairperson.
- 6:3 Officers shall be appointed by the appointed representatives of the Collaborative Board to the terms specified for said offices and shall serve until each successor has been appointed and assumes office.
- 6:4 Duties of Officers shall be such as are implied by their respective titles and such as may be conferred by this Agreement and subsequent duties deemed necessary by the Collaborative Board.
- 6:5 The appointment of Officers shall be held at the Annual Meeting of the Collaborative Board, unless otherwise determined by the Collaborative Board.
- 6:6 No appointed representative of the Collaborative Board shall hold more than one office at a time.
- 6:7 Vacancies in offices shall be filled at the next meeting of the Collaborative Board and an Officer shall be appointed to a vacancy and shall serve the remainder of the term.
- 6:8 An Officer may be removed with cause from office by a two-thirds vote of the appointed representatives present and voting on action to remove such Officer, which shall occur at a duly called meeting of the Collaborative Board.
- 6:9 Intent to remove an Officer of the Collaborative Board shall be announced to appointed representatives of the Collaborative Board, no less than fourteen (14) calendar days prior to a duly called meeting of the Collaborative Board.
- 6:10 The Executive Director shall assume responsibility for conducting the appointment of Officers until such time as a Chairperson is duly elected and assumes office.

## ARTICLE VII –COLLABORATIVE MEETINGS

- 7:1 All meetings of the Collaborative Board shall be conducted in accordance with the provisions of M.G.L Chapter 30A, §§18-25 of the Massachusetts General Laws (“the Open Meeting Law”).
- 7:2 At any meeting of the Collaborative Board, the presence of a majority of the appointed representatives, who at that point in time have been appointed by a Member Committee pursuant to Article IV, shall constitute a quorum. That is, if a Member Committee has failed to immediately fill a vacancy on the Collaborative Board, the presence of a majority of the representatives whose seats are currently filled pursuant to Article IV will constitute a quorum.
- 7:3 Each appointed representative of each of the Member Committees who serves as an appointed representative of the Collaborative Board shall be entitled to a single, equal vote on any and all matters brought before the Collaborative Board for action.
- 7.4 The affirmative vote of the majority of the appointed representatives present at any meeting of the Collaborative Board shall be required to decide any question, including adjournment of the meeting, unless a different vote is required by this Agreement or by law.
- 7:5 The Collaborative Board shall meet at least six (6) times annually, and as necessary to conduct its business, at the call of the Executive Director or Chairperson.

The Annual Meeting of the Collaborative Board shall be the first formal meeting of the Collaborative Board following the first day of September in each year this Agreement is in effect.

## ARTICLE VIII – COLLABORATIVE STAFF

- 8:1 The Collaborative Board is a public employer, shall hire all employees of the Collaborative, and ensure that all employees possess the necessary and required credentials and approvals, including, but not limited to, those required by M.G.L. c. 71, § 38G, 603 CMR 7.00, 603 CMR 4.00, and all acts and regulations amendatory thereof.
- 8:2 The Collaborative Board shall hire an Executive Director to oversee and manage the operation of the Collaborative. The Executive Director shall serve the Collaborative under the general direction of the Collaborative Board. The Collaborative Board may execute a formal contract with the Executive Director, which sets forth the terms an employment and which may include, but not be limited to, length of employment, duties, compensation(s), considerations and benefits as determined by the Collaborative Board.
- 8:3 The Executive Director shall act as the Secretary to the Collaborative Board but shall not be considered an appointed representative or member of the Collaborative Board.
- 8:4 The Collaborative Board shall hire a Treasurer. The Treasurer may also serve as the treasurer of a city, town or regional school district. In addition to the responsibilities listed in Article 5:11, the Treasurer shall have the authority to make appropriate investments of the Collaborative funds consistent with M.G.L. c. 44, § 55B.
- 8:5 The Treasurer of the Collaborative shall give bond annually consistent with the requirements of M.G.L. c. 40, § 4E.
- 8:6 The Collaborative Board shall hire a Business Manager, or an employee with responsibilities similar to those of a town accountant, to oversee the Collaborative's finances. The Business Manager shall be subject to M.G.L. c. 41, § 52 and shall have powers and responsibilities similar to those of a town accountant and consistent with 603 CMR 50.00 and the Collaborative Board approved job description.
- 8:7 No appointed representative of the Collaborative Board shall be hired to serve as Executive Director, Treasurer, or Business Manager or a person with responsibilities similar to those of a town accountant.
- 8:8 The Collaborative Board shall ensure that there is segregation of duties between the Executive Director, Treasurer, and Business Manager, and that these employees shall not serve as a member of the collaborative board or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E.
- 8:9 The Collaborative Board shall review the Executive Director's and Treasurer's performance annually.

**ARTICLE IX –EDUCATIONAL COLLABORATIVE FUND**

- 9:1 The Collaborative Board shall establish and manage a fund, to be known as the Southeastern Massachusetts Educational Collaborative Fund, hereinafter, referred to as “the Collaborative Fund” or “the fund.”
- 9:2 All monies contributed by the Member Committees and Non-Member Committees, and all other monies, grants or gifts from the federal government, state government, charitable foundations, private corporations, or any other source, shall be deposited in the Collaborative Fund.
- 9:3 The Collaborative Board may establish and manage any account as permitted by all applicable laws and regulations, which the Collaborative Board deems appropriate.

## ARTICLE X –MEMBER APPROPRIATIONS

- 10:1 For purposes of this Agreement, monies received by the Collaborative from Member Committees shall be referred to as “member appropriations”.
- 10:2 Member appropriations shall include tuition revenues, service fees and all other locally appropriated monies received by the Collaborative from the Member Committees.
- 10:3 Per pupil tuition costs shall be determined annually as follows:
- a. The Executive Director shall determine the total number of student enrollments reasonably expected from the Member Committees for the Collaborative programs, define the budgetary requirements for all school components of the Collaborative as whole, including direct and indirect costs associated with operating the student services programs for the succeeding fiscal year and determine the projected per pupil cost by dividing the cost of operating the school programs by the anticipated number of student Full Time Equivalent enrollments (FTEs). Additional costs for supplemental or extended student services shall be determined separately in the same fashion and set by the Collaborative Board annually or more frequently as needed.
  - b. The per pupil tuition cost shall be determined by dividing the reasonably anticipated total number of student enrollment requests into the reasonably anticipated overall operational costs of the Collaborative school programs for the following year, rounded up to the nearest dollar amount that is equally divisible by the number of school days of the program.
  - c. The overall operating costs of the Collaborative school programs shall consist of all direct and indirect costs to the Collaborative for the continued operations of the programs, including the corresponding administrative, capital and overhead costs.
- 10:4 Fees for supplemental services to be provided by the Collaborative at the request of the Member Committees, such as ancillary staffing, professional development, consultation, extended school day or extended school year programs, one to one staffing, interpreters, evaluations and other specialized support, shall be based on all direct and indirect costs, including all administrative and overhead costs, related to providing said service and shall be approved by the Collaborative Board. Expenses incurred to fulfill a request of a single Member Committee for the sole benefit of that Member Committee and not otherwise included in per pupil tuition, shall be charged only to that Member Committee. In all cases, the requesting Member Committee shall be made aware of the total expense necessary to fulfill the request and the agreement to pay such expense shall be memorialized in writing prior to the commencement of the service. If such expenses require an amendment to the Operating Budget, the amendment process detailed in Article XIII will be followed.
- 10:5 Per pupil tuition costs, as approved by the Collaborative Board, shall be assessed only to those Member Committees with students enrolled in Collaborative programs and/or reserving a pre-determined number of enrollments in said programs. Likewise, Collaborative service fees shall

be assessed only to those Member Committees utilizing said Collaborative services.

- 10:6 A Member Committee may choose to exercise its authority pursuant to the provisions of M.G.L. Chapter 40, §4E, to prepay the Collaborative for tuition anticipated for the following fiscal year.
- 10:7 Requests for payment shall be transmitted to the Member Committees on a quarterly or monthly basis. The payment of member appropriations shall be expected within thirty (30) days from the date of receipt of Collaborative invoices for said payments.
- 10:8 Member Committees shall individually apply for any and all State reimbursement and entitlement monies due said Committees for member appropriations made to the Collaborative.
- 10:9 All costs for the transportation of pupils to and from programs and facilities operated by the Collaborative shall be the responsibility of the pupils' Local Educational Authority (LEA) unless otherwise determined by the Collaborative Board.
- 10:10 Administrative and Overhead Costs, including all indirect costs related to the overall operation of the Collaborative, shall be documented separately and funded on a proportional basis through the Student Services and Adult Service budgets as determined and approved by the Collaborative Board.



## ARTICLE XI –NON-MEMBER APPROPRIATIONS

- 11:1 The Collaborative Board may approve the enrollment of students from school systems outside the Collaborative's membership, hereinafter referred to as "Non-Member Committees," in programs conducted by the Collaborative. Likewise, the Collaborative Board may approve the provision of services to Non-Member Committees.
- 11:2 The per pupil tuition cost and fees for ancillary or supplemental services to be assessed to Non-Member Committees shall be determined in the same fashion as those for Member Committees and shall be reviewed and approved by the Collaborative Board annually. An additional Non-Member Committee surcharge percentage to be added to Non-Member tuitions and service fees shall be determined annually by the Collaborative Board and shall not exceed 15%. Said surcharge shall be used to offset Member Appropriations during the budget development process.
- 11:3 "Non-Member appropriations" shall be defined for purposes of this Agreement as tuition revenues and service fees, including all administrative and overhead costs and any Non-Member Committee surcharge which is received by the Collaborative.
- 11:4 Requests for payment shall be transmitted to Non-Member Committees on a quarterly or monthly basis. The payment of Non-Member Committee appropriations shall be expected within thirty (30) days from the date of receipt of Collaborative invoices requesting said payments.

## ARTICLE XII –SURPLUS FUNDS

- 12:1 Unexpended general funds as defined in 603 CMR 50.00, including all Member and Non-Member Committee appropriations, at the end of the fiscal year plus any previous year's surplus Member or Non-Member Committee appropriations, as determined through the annual independent financial audit, will be considered cumulative surplus funds, as defined in M.G.L. c. 40, § 4E.
- 12:2 The determination of cumulative surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(10), funds deposited in a trust in accordance with MGL c. 32B, §20, or any amounts prepaid for services or tuitions in accordance with MGL c. 40 § 4E, and by 603 CMR 50.00.
- 12:3 The Collaborative Board will retain no more than twenty-five percent (25%) cumulative surplus as defined in this Article.
- 12:4 On an annual basis, after the Collaborative Board has discussed and approved the independent audit results of the previous fiscal year, the Collaborative Board shall approve, by majority vote, the final dollar amount of the cumulative surplus.
- 12:5 The Collaborative Board shall determine whether such cumulative surplus balance is within the twenty-five percent (25%) limit and whether the funds will be retained by the Collaborative or whether all or some portion will be refunded to the Member Committees.
- 12:6 In the event that an amount is to be refunded to the Member Committees, each Member Committee's share will be apportioned in accordance to its percentage of student enrollment in the Collaborative for the previous fiscal year.

## ARTICLE XIII –ANNUAL OPERATING BUDGET

- 13:1 The fiscal year of the Collaborative shall commence on July 1<sup>st</sup> and end on June 30<sup>th</sup>.
- 13:2 The budgetary requirements of the Student Services Programs, Adult Services Programs and Collaborative Administration shall be prepared and documented separately. The annual budgetary requirements of all programs and services operated by the Collaborative, as defined in Article III, shall then be incorporated into a single, overall operating budget which shall be called the Annual Operating Budget of the Southeastern Massachusetts Educational Collaborative, hereinafter referred to as the “Annual Operating Budget”.
- 13:3 The Executive Director shall be responsible for developing the Annual Operating Budget.
- 13:4 The Annual Operating Budget shall consist of all operational costs, direct and indirect, of all Collaborative programs, all administrative and overhead costs, and all costs to the Collaborative for the delivery of ancillary and support services, including capital costs.
- 13:5 The Collaborative’s Adult Service Program Budgets shall be developed in accordance with state contract requirements and approved by the Board by June 30<sup>th</sup> of each year for the following fiscal year. The Collaborative shall submit a Uniform Financial Report annually in accordance with guidelines established by the Operational Services Division.
- 13:6 The Board shall use the total portion of the Student Services Budget attributed to providing the Collaborative’s Student Services Programs and the corresponding percentage of the Collaborative Administrative Budget to set the per pupil cost and member and non-member appropriations for said succeeding fiscal year, as described in Articles X and XI.
- 13:7 The proposed Collaborative Annual Operating Budget shall be discussed at a public meeting of the board and notice shall be provided to each Member Committee at least ten (10) working days before the date of the board meeting at which the proposed budget will be discussed. The Board shall adopt the final budget by an affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative Budget was first proposed but no later than June 30<sup>th</sup> of the preceding fiscal year.
- 13:8 Following approval by the Collaborative Board and certification by the Treasurer, the Annual Operating Budget and projected member appropriations shall be forwarded by the Executive Director to each Member Committee following the majority affirmative vote of the Collaborative Board, which shall be on or before June 30<sup>th</sup> of each year for the following fiscal year.
- 13:9 The Collaborative Board reserves the right to make adjustments to the Annual Operating Budget or any portion thereof, after commencement of the new fiscal year. All budget amendments shall be proposed and approved at a public meeting of the Collaborative Board. Budget adjustments that do not result in an increase to member appropriations shall be approved by the Collaborative Board by a majority vote. Amendments to the Annual Operating Budget that result in an increase to membership appropriations shall be:

- a. Reported to the Member Committees by the appointed representative for the Member Committee within ten (10) working days of the public meeting at which the amendment was first proposed;
- b. Voted on by the Collaborative Board at a second public meeting of the Collaborative Board no earlier than thirty (30) working days after the Collaborative Board meeting at which the amendment was first proposed; and
- c. Adopted by a majority vote of the Collaborative Board.

13:10 The accounting and bookkeeping practices and procedures of the Collaborative shall conform to Federal and State laws and regulations for financial accounting, reporting and documentation requirements applicable to voluntary, public educational collaboratives.

13:11 The Collaborative Board shall pay its accrued debts within thirty (30) days of the receipt/notification of said debts. Payment of accrued debts shall be authorized by the Collaborative Board's approval of bill warrants to be submitted for said approval on a monthly basis, consistent with Article V, §5:10 and §5:11.

13:12 The Collaborative Board shall annually provide for an independent fiscal audit of the Collaborative's accounts, the results of which shall be forwarded to the Massachusetts Department of Elementary and Secondary Education, State Auditor, Member Committees and posted on the Collaborative website by January 1<sup>st</sup> of each year for the preceding fiscal year.

#### ARTICLE XIV –ADMISSION OF NEW MEMBERS

- 14:1 At least 180 days prior to the beginning of the next fiscal year, a school committee or charter school board not a party to this Agreement pursuant to §2:1 of Article II, may apply for membership to the Collaborative by giving written notice of intent to join the Collaborative to the Collaborative Board and the Executive Director, including a copy of the school committee or charter school board minutes that indicate an affirmative vote of the school committee/charter school board to request membership in the Collaborative.
- 14:2 Upon receipt of a request for membership, the Collaborative Board shall review said request.
- 14:3 Upon a majority vote of the Collaborative Board, an amendment will be drafted to the Agreement to add the new Member Committee, consistent with Article XVIII of this Agreement.
- 14:4 The authorizing votes of the Member Committees' may provide for the deferral of the admission of the new Member Committee until July 1<sup>st</sup> of the subsequent fiscal year.
- 14:5 The admission of a new Member Committee to the Collaborative shall become effective only after the execution and delivery by the current Member Committees and the applicant school committee or charter school board of an amendment to the Agreement agreeing to be bound by all the terms and conditions thereof; and approval of the Board of Elementary and Secondary Education.
- 14:6 A school committee or charter school board may be admitted to the Collaborative as of July 1<sup>st</sup> of any fiscal year provided that all required approvals, including that of the Board of Elementary and Secondary Education, are obtained by the preceding April 30<sup>th</sup> of the fiscal year in which the new Member Committee is to be admitted to the Collaborative.
- 14:7 Upon the formal admission of a new Member Committee, said Member Committee's appointed representative to the Collaborative Board shall be granted full voting privileges.

## ARTICLE XV –WITHDRAWAL OF MEMBERSHIP

- 15:1 A Member Committee may terminate its membership in the Collaborative at the end of a fiscal year, provided that it gives written notification of its intent to terminate its membership to all other parties to this Agreement on or before December 31<sup>st</sup> of the preceding fiscal year and provided that all requisite approvals for such withdrawal, including the Board of Elementary and Secondary's approval, shall be obtained no later than the preceding April 30<sup>th</sup>.

Notification of intent to withdraw must include notification addressed to the chair of the Collaborative Board and the Executive Director that the Member Committee has voted to withdraw from the Collaborative with the effective date of withdrawal; and a copy of the minutes from the school committee or charter school board meeting in which the Member Committee voted to withdraw from the Collaborative.

- 15:2 Within thirty (30) days of notification of a Member Committee's intent to withdraw from the Collaborative, an amendment shall be prepared in accordance with Article XVIII to reflect changes in the Agreement caused as a result of the change in membership of the Collaborative. The Collaborative Board must approve this amendment reflecting withdrawal by a majority vote.
- 15:3 Upon withdrawal of any Member Committee, a former Member Committee shall not be entitled to any assets or a portion of any assets of the Collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Collaborative Board.
- 15:4 The withdrawing Member Committee must fulfill all of its financial obligations and commitments to the Collaborative before withdrawal. A school committee or charter school board that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its pro-rata share of any debts, claims, demands, or judgments against the Collaborative incurred during the period of said school committee's or charter school board's membership, based on the number of students enrolled in the Collaborative during the last full year of membership.
- 15:5 Upon withdrawal, the withdrawing Member Committee will be reimbursed any funds prepaid to the Collaborative by the Member Committee for member appropriations under M.G.L. c. 40, § 4E.

## ARTICLE XVI –TERMINATION OF AGREEMENT

- 16:1 A Member Committee may request that the Collaborative Board initiate proceedings to terminate this Agreement by giving notice to all other Member Committees and the Executive Director at least twelve (12) months before the end of the current fiscal year.
- 16:2 Within thirty (30) days of a request that the Collaborative Board initiate termination proceedings, the Collaborative Board shall discuss the request to terminate the Collaborative and determine next steps.
- 16:3 The Collaborative Board may initiate termination of this agreement by a three-fourths vote of the Collaborative Board. Notice must be provided to all Member Committees within ten (10) working days of such vote.
- 16:4 The Agreement will be formally terminated after three-fourths of the Member Committees' school committees or charter school boards affirmatively vote to terminate the Agreement, thereby dissolving the Collaborative, and provide copies of the approved minutes of the meetings where these votes occurred to the Executive Director who shall submit copies of said minutes to the Department of Elementary and Secondary Education.
- 16:5 The termination of this Agreement shall only become effective at the end of a fiscal year, provided the requisite votes to so terminate this Agreement take place on, or before, December 31<sup>st</sup> of the ensuing fiscal year and give written notification accordingly.
- 16:6 The Executive Director shall notify the Member Committees, the Commissioner of Elementary and Secondary Education, and the Department of Elementary and Secondary Education in writing at least two hundred and twenty (220) days before the intended effective date of termination.
- 16:7 A final independent audit will take place and will be provided to all appointed representatives, the Member Committees and the Commissioner of Elementary and Secondary Education, including an accounting of all assets, adjusted for fair market value and liabilities (debts and obligations) as of the date of dissolution, including but not limited to current and future OPEB liability.
- 16:8 Final termination of this Agreement, for any reason, will result in the disposition and distribution of all assets of the Collaborative with respect to unencumbered funds and property at the effective date of formal dissolution. Distribution of all Collaborative assets to all parties to this Agreement at the time of dissolution, shall be made on the basis of the pro-rated member appropriations received during the two (2) fiscal years prior to the effective date of the Collaborative's dissolution, calculated as a total percentage of fiscal participation of all Member Committees during the same period.

- 16.9 The Collaborative Board shall complete the following steps and submit documentation as required by 603 CMR 50.11 to the Commissioner of Elementary and Secondary Education:
- a. Determine the fair market value of all assets for the Collaborative, including, but not limited to, real estate, capital property, equipment, and supplies owned by the Collaborative;
  - b. Determine the process for the appropriate disposition of federal/state funds;
  - c. Identify the Member Committee responsible for maintaining all fiscal records;
  - d. Identify the Member Committee responsible for maintaining all employee and program records;
  - e. Ensure records relating to individual students are returned to the sending Member Committees;
  - f. Determine the means of meeting all liabilities (debts and obligations) of the Collaborative, including obligations for post-employment benefits. All liabilities must be met by the Collaborative before any monies are distributed to Member Committees; and
  - g. Ensure the appropriate disposition of all assets of the Collaborative, including any unencumbered funds held by the Collaborative, and any capital property and real estate owned by the Collaborative. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the Member Committees on a pro-rated basis based on member appropriations received during the two (2) fiscal years prior to the effective date of the Collaborative's dissolution.
- 16:10 Should the Department of Elementary and Secondary Education revoke and/or suspend the approval of the Agreement, or should membership in the Collaborative decrease to less than two (2) Member Committees, the Collaborative Board will implement the foregoing procedure to terminate the Agreement, insofar as such procedure is consistent with any instructions issued by the Department of Elementary and Secondary Education.



## ARTICLE XVII - AMENDMENTS TO THIS AGREEMENT AND SEVERANCE

- 17:1 Any appointed representative, Member Committee, or the Executive Director may propose an amendment to the Agreement. The proposed amendment shall be presented in writing to the Executive Director and the Chair of the Collaborative Board. Prior to the Collaborative Board meeting at which the amendment is first discussed, the Executive Director shall cause notification of the time and place of the first reading of the amendment, including a copy of the proposed amendment, to be served to all appointed representatives and to the chairpersons of the school committees or charter school boards of the Member Committees.
- 17:2 Following the first reading of the proposed amendment and any subsequent revisions requested by the Collaborative Board, the Executive Director shall submit the proposed amendment to the Department of Elementary and Secondary Education for initial review. The Executive Director shall cause copies of the revised amendment (if any revisions were made) to be sent to all appointed representatives and to the chairpersons of the school committees or charter school boards of the Member Committees with notice of the time and place of the second reading of the amendment.
- 17:3 The proposed amendment shall be read a second time at a Collaborative Board meeting subsequent to review and revision by the Department of Elementary and Secondary Education.
- 17:4 A majority vote of the Collaborative Board is required to approve the amendment.
- 17:5 Following approval by the Collaborative Board, the amended Agreement shall be submitted by the Chair of the Collaborative Board to the Member Committees for a vote to approve the amended Agreement. Once a majority of Member Committees have approved and signed the amended Agreement, the Collaborative shall submit the signed amended Agreement, in accordance with 603 CMR 50.00, to the Commissioner of Elementary and Secondary Education and the Board of Elementary and Secondary Education for approval by the Board of Elementary and Secondary Education.
- 17:6 No amendment to the Agreement shall be effective until approved and authorized by a majority of Member Committees and by the Board of Elementary and Secondary Education.
- 17:7 Any amendment which alters the fiscal responsibilities and arrangements of the Member Committees shall not take effect until the commencement of the new fiscal year following the approval of such amendment.
- 17:8 Member Committees shall not delegate the authority to approve agreements or amendments to the Agreement to any other person or entity.
- 17:9 If any part or parts of the Agreement or amendments hereto shall be deemed inapplicable or void by any court of competent jurisdiction, such part or parts shall be deemed as severed from this Agreement and any subsequent amendments, and the remaining part or parts of this Agreement and amendments shall survive.

APPROVAL

This AGREEMENT shall take effect on the date indicated below, subject to the approval of the Board of Elementary and Secondary Education of the Commonwealth, and shall continue in effect until terminated or amended as provided for herein.

This AGREEMENT is hereby authorized by vote of the Member Committees named herein, whose duly appointed representatives have been given authority to affix their signatures hereto on behalf of the respective school committee or charter school board.

The Acushnet School Committee:

Name: Sarah A. Gomes  
Signature: Sarah A. Gomes  
Date: 4-7-16

The Mattapoisett School Committee:

Name: CAROL HUNT  
Signature: [Signature]  
Date: 4/9/16

The Dartmouth School Committee:

Name: Christopher Oliver  
Signature: [Signature]  
Date: 4/7/16

The New Bedford School Committee:

Name: Christopher A. G. Hunt  
Signature: [Signature]  
Date: 4/14/16

The Fairhaven School Committee:

Name: Donna L. McKenna  
Signature: [Signature]  
Date: 4-7-16

The Rochester School Committee:

Name: Jennifer J. Kulak  
Signature: [Signature]  
Date: 4/15/16

The Marion School Committee:

Name: Michelle Ouellette  
Signature: [Signature]  
Date: 4-7-2016

The Old Rochester Regional School District Committee:

Name: [Signature]  
Signature: [Signature]  
Date: 4/8/16

The Greater New Bedford Regional Vocational Technical School District Committee:

Name: Michael Shea

Signature: Michael Shea

Date: 4-14-16

This AGREEMENT will take effect on date of the approval of the Board of Elementary and Secondary Education upon recommendation of the Commissioner of Elementary and Secondary Education of the Commonwealth of Massachusetts, as indicated below.

*Approved by the Board of Elementary and Secondary Education:*

Walter D. Clute

*Commissioner of the Department of Elementary and Secondary Education*

4-27-16

*Date*