

## Agreement for Bi-County Educational Collaborative

### AGREEMENT FOR BI-COUNTY EDUCATIONAL COLLABORATIVE

Pursuant to *MG.L. c. 40, § 4E*.

#### PREAMBLE/AUTHORIZATION

This document constitutes the Collaborative Agreement (hereinafter "the Agreement") of the Bi-County Collaborative (hereinafter "the Collaborative") established pursuant to the provisions of Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603 CMR 50.0. The Bi-County Collaborative is a public entity.

This Agreement replaces the original Agreement dated November 20, 1987, as most recently amended on March 3, 2015, entered into by and between the school committees listed in Section I (herein, the "member districts") and will be effective upon the approval of the member districts and the Board of Elementary and Secondary Education, as indicated on the signatory page.

#### SECTION I: MEMBERSHIP

The membership of the Collaborative, as of the effective date of this Agreement, includes the school committees from the following districts, as indicated by the signatures of the chairs of the school committees:

- A. School Committee for the Attleboro Public Schools
- B. School Committee for the Bellingham Public Schools
- C. School Committee for the Blackstone-Millville Regional School District
- D. School Committee for the Easton Public Schools
- E. School Committee for the Foxborough Public Schools
- F. School Committee for the Franklin Public Schools
- G. School Committee for the Hopedale Public Schools
- H. School Committee for the King Philip Regional School District
- I. School Committee for the Mansfield Public Schools
- J. School Committee for the Milford Public Schools
- K. School Committee for the Norfolk Public Schools
- L. School Committee for the Norton Public Schools
- M. School Committee for the North Attleborough Public Schools
- N. School Committee for the Plainville Public Schools
- O. School Committee for the Swansea Public Schools
- P. School Committee for the Tri-County Regional School District
- Q. School Committee for the Uxbridge Public Schools
- R. School Committee for the Walpole Public Schools
- S. School Committee for the Wrentham Public Schools

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### **SECTION II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES**

The mission of this Collaborative is to jointly conduct educational programs and/or services for member districts in a cost-effective manner, increase educational opportunities for children ages 3-22, and improve educational outcomes for students.

The purpose of this Collaborative is to provide intensive education programs and services for students with and without disabilities in their districts of residence or in other member districts; to provide related services to students, primarily to those with low-incidence disabilities, in member and non-member districts; to provide consultation to educators on therapeutic and behavioral interventions; to provide professional development to educators; and to conduct cooperative projects and purchasing for services and other resources for member and non-member districts.

The focus of the Collaborative is the creation of special education programs and services in the least restrictive environment and comprehensive professional development within the local communities of the member districts to meet the professional development needs of all educators and the needs of all students, but particularly those with low-incidence disabilities.

The overall objectives of the Collaborative include:

- A. to improve the academic achievement of students with low-incidence disabilities in the least restrictive environment;
- B. to offer a variety of quality professional development opportunities to general and special education teachers and related service providers;
- C. to conduct cooperative projects and purchasing for services and other resources; and
- D. to offer all programs and services in a cost-effective manner.

Notwithstanding any other provision of these articles, the Collaborative is organized exclusively for educational purposes, as specified in Section 501(c)(3) of the Internal Revenue Code, and shall not carry on any activities not permitted to be carried on by any entity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. No substantial part of the activities of the Collaborative shall be carrying on propaganda, or, otherwise attempting to influence legislation, and the Collaborative shall not participate in or intervene in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

The Collaborative does not discriminate on the basis of race, color, sex, gender identity, religion, national or ethnic origin, age, disability, sexual orientation, or any other legally protected status and in the administration of its educational policies, administrative policies, scholarship or loan programs, athletic and other school administered programs or in employment. The Board's policy of nondiscrimination will extend to students, staff, the general public, and individuals with whom it does business.

### **SECTION III: PROGRAMS AND SERVICES TO BE OFFERED**

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The Collaborative will offer the following programs and services, which shall complement the educational programs and services of the member districts in a cost-effective manner:

- day school placements and other programs and services for students with and without disabilities which are low-incidence in their districts of residence;
- professional development programs for general and special educators;
- the provision of related and behavioral services to students and consultation to educators in member and non-member districts; and
- cooperative projects and purchasing of services and other resources.

### **SECTION IV: GOVERNANCE**

Each school committee executing this Agreement shall annually appoint the superintendent of schools or school committee member to serve as its representative on the Bi-County Collaborative Board of Directors; these Board members shall also be referred to in this Agreement as appointed representatives. The Bi-County Collaborative shall be managed by this Collaborative Board of Directors, hereinafter referred to as the "Board".

- A. Regular meetings of the Board shall be held from October to June, and at least once during the months of July, August, or September, for a minimum of six (6) meetings per fiscal year.
- B. A quorum for conducting business shall consist of a simple majority of voting members serving on the Board. A quorum is not needed to close the meeting.
- C. In order to pass any motion, a majority vote of the Board members present shall be required, except that a vote to terminate the Collaborative shall be approved in accordance with Section XI of this Agreement.
- D. Meeting minutes shall be approved by a vote of the Board at an open meeting.
- E. The Executive Director, or designee, will act as executive secretary to the Board. The Executive Director shall attend all Board meetings but shall not be entitled to a vote.
- F. The Board shall annually organize itself by electing a Chairperson and Vice-Chairperson by a majority vote of the Board members present at the first Board meeting of the year. The Chairperson, by vote of the Board, may appoint such subcommittees or advisory or operating committees of the Board as will facilitate the work of the Board.

### **SECTION V: CONDITIONS OF MEMBERSHIP**

Each member district shall have the following rights and responsibilities as a member of Bi-County Collaborative:

- A. Each Board member shall be entitled to a vote.
- B. Administrative dues for membership in the Collaborative may be established annually, as described in Section VII of this Agreement.
- C. Each Board member shall be responsible for providing timely information and updates to its appointing member district(s) on Collaborative activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2) and for providing other information as required or requested.
- D. Each Board member is expected to attend every Board meeting. When a Board member has not attended 30% of the Board meetings within a fiscal year, the Chair of

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the Board shall provide written notice to the Chair of the appointing member district regarding the Board member's absences. The Board Chair will notify the member district that the seat will remain vacant until such time as the appointed member district representative resumes regular attendance.

- E. Following written notification the member district will automatically become an inactive member district without further action of the Board. The inactive member district representative shall not count towards a quorum and the member district shall forfeit benefits of membership such as member tuition rates, but shall continue to have all other rights and obligations of membership, including the responsibility to meet obligations incurred while the inactive member district was an active member district of the Collaborative.
- F. Member districts in inactive status due to absences from meetings will be afforded due process rights and may appeal to the Board of Directors through the Chair.
- G. In extenuating circumstances, as determined solely by the Board, the rule concerning automatic inactive status due to the absence of an appointed representative can be waived.
- H. In addition, the Board may terminate the membership of any member district by a two-thirds (2/3) vote of the entire voting membership of the Board. The only reasons for such action shall be:
  - 1. The non-payment of certain obligations such as the non-payment of fees or assessments owed to the Collaborative; or
  - 2. Any other action that would seriously jeopardize the financial stability of the Collaborative.
- I. Procedure for such termination:
  - 1. The Executive Director of the Collaborative, with the authorization of the chairperson of the Board, must provide written notice to the member district of the facts on which any possible termination action may be based. This notice must give the member district thirty (30) days to correct the situation.
  - 2. The member district may work with the Executive Director and the Board Chair to develop a plan to address the situation.
  - 3. If the member district does not correct the situation within thirty (30) days, then the Board shall schedule the vote to terminate that district's membership at the next Board meeting which is scheduled sixty (60) days after the expiration of the thirty (30) day period referenced in Paragraph 1.
  - 4. The Executive Director shall provide written notice to the chairperson of the member district's school committee and to the superintendent of that member school district of the date and time for the meeting at which the Board will consider termination of that member district's participation in the Collaborative. Such written notice shall be sent by certified mail or by overnight mail, both of which require acknowledgement of receipt of the written notice. In the written notice, the Board shall invite the member district to present any and all reasons why the Board should not terminate membership.
  - 5. Whether or not the member district appears at the Board meeting at which termination of membership is to be discussed, the Board shall vote on the motion to terminate the member district's participation in the Collaborative. In order to terminate the membership, the Board must vote by two-thirds majority to do so.

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6. An Amendment of the Collaborative Agreement will be required to terminate membership and will comply with procedures outlined in Section Vill.
7. Upon approval of the Amendment of the Collaborative Agreement by the member districts and the Board of ESE, the district would then no longer be a member district but rather a terminated member district and will not be entitled to assets, tuition credit beyond fiscal participation in the current year, and will continue to be responsible for outstanding payments and other obligations and liabilities incurred while the terminated member district was a member district of the Collaborative.
- J. 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.
- K. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member.
- L. No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting Board member and no member district shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual, unless the member district is replacing the appointed representative with that individual who holds the position of Superintendent of Schools.

### **SECTION VI: POWERS AND DUTIES OF THE BOARD AND APPOINTED REPRESENTATIVES TO THE BOARD**

The Board shall manage the educational Collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability over the operation of the educational Collaborative. The Board shall be vested with all authority and responsibilities provided to it by M.G.L. c. 40, § 4E and 603 C:MR 50.00 and all acts and regulations amendatory thereof, including but not limited to the following:

- A. The Board shall formulate policy for the Collaborative, to hire all staff, and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E, M.G.L. c.30A §§ 18-25, Chapter 30B, and 603 CMR 50.00.
- B. The Board shall be vested with the authority to enter into agreements with member and/or non-member districts or other Collaboratives to establish mutually beneficial programs and services or pricing arrangements.
- C. The Board shall be responsible for:
  1. ensuring adherence to this Collaborative Agreement and progress toward achieving the purposes and objectives set forth in the Agreement;
  2. determining the cost-effectiveness of programs and services offered by the Collaborative; and
  3. determining the appropriateness and cost-effectiveness of any borrowing, loans, or mortgages.
- D. The Board shall be responsible for ensuring that any borrowing, loans, or mortgages are cost-effective, necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its member districts, and consistent with the terms of this Agreement, including the provisions of Section VII.C.
- E. The Board shall approve all expenditures, including contracts, borrowing, and the

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- purchase and sale of real estate. The Board shall hire all employees of the Collaborative, and ensure that all employees possess the necessary and required credentials and approvals, including those required by M.G.L. c. 71, § 38G and 603 CMR 7.00, M.G.L. c. 74 and 603 CMR 4.00, and all acts and regulations amendatory thereof.
- F. The Board shall hire an Executive Director to oversee and manage the operation of the Collaborative, a business manager or an employee with responsibilities similar to those of a town accountant to oversee Collaborative finances, at least one school nurse to support Collaborative programs, and a Treasurer, who shall annually give bond consistent with the requirements of M.G.L. Ch. 40, § 4E.
  - G. The Executive Director shall oversee and manage the Collaborative on a day to day basis. Subject to Board approval, the Executive Director shall enter into contracts for the purchase of supplies and materials and for the leasing of equipment; shall supervise staff, shall discipline and ensure the evaluation of all staff, shall develop procedures for the implementation of the Board's policies and directives, and shall carry out and implement the policies of the Board as well as those functions which the Board shall delegate to the Executive Director to the extent permitted by applicable law and regulation.
  - H. The Board must evaluate the Executive Director and Treasurer.
  - I. The 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 Board or as an officer, member of the board of directors or employee of any related for-profit or non-profit organization as defined in M.G.L. Ch. 40, § 4E.
  - J. The Board shall ensure that no employee of the Collaborative is employed at any related for-profit or non-profit organization.
  - K. No part of the net earnings of the Collaborative shall inure to the benefit of any member of the Board of Directors, Trustee, Director, officer of the Collaborative, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Collaborative by a private individual who is not a Member, Director, or officer of the Collaborative), and no Member of the Board of Directors, Trustee, or officer shall be entitled to share in the distribution of any of the assets upon dissolution of the Collaborative.
  - L. No employee of the Collaborative may serve on the Board or shall be eligible to serve concurrently in the positions of Executive Director, Treasurer, or business manager or person with responsibilities similar to those of a town accountant.
  - M. The Board shall develop such policies as it deems necessary to support the operation of the Collaborative, including, but not limited to, policies relative to personnel, students, finance and internal controls, health and nursing, and any other policies required by state or federal law and regulation. The Board shall review the effectiveness of such policies to ensure currency and appropriateness, and may establish a subcommittee to make recommendations to the Board concerning such policies.
  - N. The Board shall ensure that the Collaborative completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing information, reports or documents as the Department of Elementary and Secondary Education, herein DESE, deems necessary. The Board shall ensure that annual reports and annual independent audits are filed with appropriate governmental agencies and posted on the Collaborative's website, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.

## SECTION VD: FINANCE

### A. Financial Terms:

1. The Board shall establish and manage the *Bi-County Educational Collaborative Fund* (hereinafter referred to as the Fund) which shall be the depository for all funds and/or reimbursements received from its member districts, any non-member districts and all grants or gifts from the federal government, state government, charitable foundations, private corporations, or any other source. The Treasurer shall be authorized, subject to the direction of the Board, to receive and disburse any monies of the Fund without further appropriation. Any of these funds not immediately necessary for operations during the operating year may be invested by the Treasurer, consistent with the provisions and requirements of Section 558 of Chapter 44 of the General Laws and any law amendatory thereof. The Treasurer shall give bond annually for the faithful performance of his duties in a form or an amount approved by the Commonwealth of Massachusetts Department of Revenue and the Board.
2. The Collaborative shall adopt and maintain a financial accounting system, in accordance with generally accepted accounting principles as prescribed by the governmental accounting standards board and any supplemental requirements prescribed jointly by the commissioner of elementary and secondary education and the commissioner of revenue, in consultation with the state auditor. At a minimum, the financial accounting system shall delineate: administration and overhead; rental of real property; program costs; capital expenditures, including fixed assets, real property or the improvement of real property; debt payments; deposits into a capital reserve; and all additional disclosures required in 603 CMR 50.08(2).
3. The Collaborative does not currently assess membership dues, but reserves the right to do so. Should the Board determine a need to assess such dues, it will seek an amendment to the Agreement.
4. Capital costs shall include all costs for items associated with the acquisition, maintenance, and improvement of fixed assets, including real property. These costs will be apportioned in either administrative or program costs depending on the use.
5. Non-member fees may be charged to non-member districts for services rendered by the Collaborative to help support program costs and to offset member tuition costs. The Board shall establish the fee, not to exceed 25% of member districts' tuition or service charges, on an annual basis and may vary by program. The Board may waive or decrease the percentage of the administrative fee charged to non-member districts.
6. The Collaborative does not currently have buy-in fees, but reserves the right to do so. Should the Board determine the need to establish buy-in fees, it will seek an amendment to the Agreement.
7. The Board may, by majority vote, apply for and accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.

### B. Collaborative Fund:

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1. The Treasurer reviews, approves, and signs all payments; an additional signature of one Board member is required on payments as determined by the Board; all warrants are reviewed, approved, and signed by Board members at the next Board meeting in open session.

### **C. Borrowing, Loans, and Mortgages:**

1. The Board may authorize the borrowing of funds or enter into short- or long-term Agreements or mortgages, and 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 Board;
  - b) the 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 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 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.
  - e) In the event that such borrowing loan or mortgage is for the acquisition or improvement of real property:
    - i. the Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the Collaborative Board at which the final vote is taken;
    - ii. the Board shall provide notice to each member district within thirty (30) calendar days of applying for real estate mortgages; and
111. the Board shall approve such action by a majority vote.

### **D. Annual Budget Preparation and Assessment of Costs**

1. Development of the Collaborative Budget: The Board shall annually determine the Collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, s 4E, regulations promulgated by the Board of ESE and this Agreement.
  - a) By April 30 of each year, the Board shall propose a budget for the upcoming fiscal year. The Board shall identify the programs and services to be offered by Collaborative in the upcoming fiscal year and the corresponding costs.
  - b) The Budget Sub Committee made up of the Board Chair, Executive Director, Treasurer, Accountant, and at least 2 additional Board members meets to review current and projected enrollments to determine projected expenses and revenue for the next fiscal year.
  - c) The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
  - d) The proposed budget shall be classified into such line items as the Board shall determine, but shall at a minimum delineate amounts for operating



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expenditures, including administration, program expenses, facility and operations expenses, salaries, fringes and capital expenditures, including debt service payments and deposits to capital reserve.

- e) Program Tuition shall be determined based on all costs of providing programs, including allocating administrative, overhead and capital costs to the programs. As determined by the Executive Director and approved by the Board, tuition shall be assessed to the member and non-member districts based on the combined cost of providing such programs to the Collaborative's students and the number of projected students enrolled in the Collaborative's programs from the respective member and non-member districts for the next fiscal year.
  - f) The proposed budget shall include the projected expenses necessary for each Collaborative program during the next fiscal year, based on an estimate of projected student enrollment in programs and projected agreements for services. Tuition shall be determined based on all costs of providing programs, including administrative, overhead and capital costs, and apportioning these costs to programs in accordance with projected student enrollment for the next fiscal year.
  - g) Fees for services shall be determined based on all costs of providing the service, including administrative overhead and capital costs, and apportioning these costs on a daily and/or hourly basis across the school year.
  - h) Deposits into the Capital Reserve Fund: Deposits into the Capital Reserve Fund will be recorded in a separate line item within the budget.
- 2. The budget shall be discussed at a public meeting of the Board and notice shall be provided to each member district before the date of the Board meeting.
  - 3. The Board shall adopt the final budget by 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 of the preceding fiscal year.

### E. Transmitting the Budget and Payment Terms:

- 1. The Treasurer shall certify and transmit the budget and the tuition rates, membership dues and fees for services for the upcoming fiscal year to each member district not later than June 30 of the preceding fiscal year.
- 2. The Collaborative will invoice districts for tuition and fees for services no less than monthly, and it shall be the obligation of member and non-member districts to pay such amounts as may be due within thirty (30) days of receipt of such invoice, including non-member fees.

### F. Procedure for Amending the Budget:

- 1. All budget amendments shall be proposed at a public meeting of the Board.
- 2. Any amendment that does not result in an increase in tuition rates, membership dues or fees for services shall be approved by the Board by a majority vote.
- 3. Any amendment to the budget that results in an increase in the tuition rates, membership dues or fees for services shall adhere to the following procedures:
  - a. All appointed representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their member districts the content of the proposed amendment.

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- b. All amendments shall be voted on by the Board at a second public meeting of the Board no earlier than thirty (30) working days after the Board meeting at which the amendment was first proposed; adoption shall require a majority vote.
  - c. The Treasurer shall certify and transmit the amended tuition rates, membership dues and fees for services to each member district not later than ten (10) working days following the affirmative vote of the Board.
- 4. The Board has the authority to reduce tuition rates, membership dues and fees for services to member and non-member districts, when doing so is determined to be in the best interest of the Collaborative.
- G. Surplus Funds: Unexpended general funds, as defined in 603 CMR 50.00, at the end of the fiscal year plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus.
  - 1. 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 trust in accordance with M.G.L. c. 32B, § 20 and any amounts prepaid for services or tuitions in accordance with M.G.L. c. 40, § 4E.
  - 2. The Board will retain no more than 25 percent of the previous year's general fund expenditures in cumulative surplus.
  - 3. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall approve by majority vote, the final dollar amount of the cumulative surplus.
  - 4. The Board shall determine whether such surplus funds is within the established 25 percent limit, and whether the funds will be retained by the Collaborative or whether all or some portion will be refunded to the member districts.
  - 5. In the event that the Collaborative refunds surplus funds to the member districts, each member district shall receive a proportionate share of the money to be refunded. The following formula shall be used for the distribution: the total amount of tuitions paid by a particular member district during the previous fiscal year divided by the tuition paid by all member districts in the previous fiscal year.

### **SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT**

This Agreement may be amended from time to time in accordance with the following procedures:

- A. Any member district, appointed representative or the Executive Director may propose an amendment to the Collaborative Agreement.
- B. The proposed amendment shall be presented in writing to the Executive Director of the Collaborative and the chair of the Board no less than twenty (20) working days prior to a meeting of the Board at which it shall first be discussed. No less than ten (10) working days prior to the Board meeting at which the amendment is first discussed, the Executive Director shall cause copies thereof to be sent to all Board members together with notice as to the time and place of the first reading of the amendment.
- C. Following the first reading of any proposed amendment and any changes as requested by the Board, the Executive Director shall submit the proposed amendment to DESE for initial review.

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- D. Following the review by DESE, the Executive Director shall make such changes as the DESE requires.
- E. No less than ten (10) working days prior to the Board meeting at which the revised amendment will be discussed, the Executive Director shall cause copies thereof to be sent to all Board members together with notice as to the time and place of the second reading of the amendment.
- F. The proposed amendment shall be read a second time at the regular meeting next subsequent to the DESE review, at which time, in order to be approved, there must be a majority vote of the Board in favor of the amendment. Following approval by the Board, the amended Agreement shall be submitted by the chair of the Board to the member districts for votes to approve the amended Agreement.
- G. Once a majority of all member districts 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 for approval by the Board of Elementary and Secondary Education.
- H. No amendment to this Agreement shall be effective until approved and authorized by a majority of the member districts and by the Board of Elementary and Secondary Education.

### **SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBER DISTRICTS**

A school district, through its school committee, or charter school Board, herein referred to as a "prospective member district" may become a member district of the Collaborative consistent with the following terms:

- A. At least 180 days prior to the beginning of a new fiscal year, the prospective member district shall submit to the chair of the Board and the Executive Director of the Collaborative notification of intent to join the Collaborative and a copy of the school committee/charter school Board minutes that indicates an affirmative vote of the committee/charter school Board to seek membership in the Collaborative.
- B. Upon receipt of the prospective member district's notification of intent to join the Collaborative and the minutes, the Board will consider the request.
- C. Upon a majority affirmative vote of the Board, this Agreement shall be amended to add the prospective member district. The Agreement shall be amended consistent with Section VIII of this Agreement.
- D. The amendment may provide for the deferral of the admission of a new member district until July 1<sup>st</sup> of the subsequent fiscal year. During the first year of membership a newly admitted district will pay a 15% surcharge on all programs and services; during the second year of membership the surcharge will be reduced to 10%; during the third year the surcharge will be reduced to 5%; the following years member district rates will apply. The new member district will have full voting rights beginning the first year of membership.
- E. The admission of a new member district to the Collaborative requires an amendment to be prepared and approved in accordance with Section VIII. The amendment shall become effective only after the execution and delivery by the current member districts and the applicant school committee or charter school Board of an amendment to this Agreement

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agreeing to be bound by all the terms and conditions thereof: and approval by the Board of Elementary and Secondary Education.

- F. A school committee or charter school Board may be admitted to the Collaborative as of July 1st 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 30th of the fiscal year prior to the fiscal year in which the new member district is to be admitted to the Collaborative.

### **SECTION X: PROCEDURE AND TIMELINE FOR WITHDRAWAL OF CURRENT MEMBER DISTRICT(S)**

- A. An amendment to the Collaborative Agreement is required when a member district withdraws from the Collaborative. The amendment to withdraw must be presented and approved in accordance with Section VIII (including the approval by withdrawing member district, by the remaining member districts and by the Board of Elementary and Secondary Education).
- B. A member district may withdraw from the Bi-County Collaborative as of July 1st in any year provided that such member district provides written notice to every other member district that is party to this Agreement as well as to the Executive Director of the Collaborative and the Board of such intent at least 180 days before the end of such fiscal year, and provided that the member districts and the Board of Elementary and Secondary Education has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
- C. Written notification of a member district's intent to withdraw from the Collaborative at the end of a fiscal year shall include the following:
  - 1. Notification addressed to the chair of the Board and the Executive Director that the member district has voted to withdraw from the Collaborative with the effective date of withdrawal; and
  - 2. A copy of the minutes from the member district school committee meeting in which the member district voted to withdraw from the Collaborative.
- D. An amendment to the Agreement is required and will be submitted to the Commissioner of Elementary and Secondary Education to reflect changes in the Agreement caused as a result of the change in membership of the Collaborative.
- E. Upon withdrawal, a former member district 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 Board.
- F. The withdrawing member district must fulfill all of its financial obligations and commitments to the Collaborative.
- G. A member district that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its current collaborative member tuition costs of its students and share of any debts, claims, demands, or judgments against the Collaborative, incurred during said member district's membership.
- H. Upon withdrawal, the withdrawing member district will be reimbursed any funds prepaid to the Collaborative by the member district for tuition or services under M.G.L. c. 40, § 4E.

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- I. The withdrawal of any member district(s) at any time shall not affect the status of this Agreement and the same shall remain in full force and effect until specifically changed or amended.
- J. If, after the withdrawal of a member district(s), less than two member districts remain, the Collaborative Board will initiate termination proceedings as provided in Section XI.

### **SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT**

- A. A member district may request that the Board initiate proceedings to terminate this Agreement by giving notice to all other member districts and the Executive Director at least *twelve (12) months* before the end of the current fiscal year.
- B. Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate the Collaborative and determine next steps. A two-thirds (2/3) vote of the Board is required in order to initiate termination proceedings. Should the Board vote to initiate termination proceedings, notice must be provided to all member districts within ten (10) working days of such vote.
- C. The Agreement shall only be terminated at the end of a fiscal year.
- D. The Agreement shall be terminated at the end of any fiscal year following votes in favor of termination by two-thirds (2/3) of the school committees and/or charter school Boards of member districts.
- E. Following the affirmative votes of the member districts to terminate this Agreement, the Executive Director shall inform the member districts and non-member districts who are served by the Collaborative and DESE in writing 180 days prior to the effective date of any termination.
- F. Following the affirmative votes of the member districts to terminate this Agreement, a final independent audit will take place and will be provided to all appointed representatives and member districts as well as to DESE, including an accounting of assets and liabilities (debts and obligations) of the Collaborative and the proposed disposition of same.
- G. Prior to termination, the Board shall:
  - 1. 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;
  - 2. determine the process for the appropriate disposition of federal/state funds;
  - 3. identify the member district responsible for maintaining all fiscal records;
  - 4. return all records relating to individual students to their respective member or non-member school districts;
  - 5. identify the member district responsible for maintaining employee and program records;
  - 6. determine the means of meeting all liabilities (debts and obligations) of the Collaborative, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts;
  - 6. In the event that the Collaborative refunds surplus funds to the member districts, each member district shall receive a proportionate share of the money to be refunded. The following formula shall be used for the distribution: the total amount of tuitions paid by a particular member district during the previous fiscal

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- year divided by the tuition paid by all member districts in the previous fiscal year;  
and
7. 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 districts on a pro rata basis. In the event that the Collaborative refunds monies to the member districts, each member district shall receive a proportionate share of the money to be refunded. The following formula shall be used for the distribution: the total amount of tuitions paid by a particular member district during the previous fiscal year divided by the tuition paid by all member districts in the previous fiscal year.
- H. Following the affirmative vote of the member districts to terminate the Collaborative Agreement, the Board shall notify DESE of the official termination date of the Collaborative, and shall submit the documentation required by 603 CMR 50.11 to DESE.
  - I. Should DESE revoke and/or suspend the approval of the educational Collaborative Agreement, the Board will follow all instructions from DESE, and Sections XI. E through **XI. H**, inclusive, shall be implemented to the extent these procedures are consistent with the order of DESE terminating the Collaborative Agreement.

This Agreement shall not be effective until approved by Member School Committees and the Massachusetts Board of Elementary and Secondary Education. The Agreement shall take effect on the date of approval by the Board of Elementary and Secondary Education and shall continue indefinitely. This Agreement has been approved by duly authorized votes at public meetings held by the individual school committees whose Chairpersons have signed below.

**Date of first reading: May 11, 2017**

**Date of second reading: October 12, 2017**

**Date approved by Bi-County Collaborative Board of Directors: October 12, 2017**