



Massachusetts Department of Elementary and Secondary Education

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Jeffrey C. Riley
Commissioner

May 25, 2022

Dr. David Heimbecker, Executive Director
South Coast Educational Collaborative
2201 G.A.R. Highway
Swansea, MA 02777

Re: South Coast Educational Collaborative - Amended Articles of Agreement

Dear Dr. Heimbecker:

As you know, 603 CMR 50.03(3)(b)(1) provides that a school committee or charter school board may be admitted to an educational collaborative as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Board of Elementary and Secondary Education's approval, shall be obtained no later than the preceding April 30.

Per 603 CMR 50.12(1), upon written request from a collaborative or member district, the Commissioner of Elementary and Secondary Education (Commissioner) may waive the applicability of one or more provisions of 603 CMR 50.00, upon certification that the collaborative or member district has made a good faith effort to comply with said provisions or has presented a reasonable alternative to the Commissioner. The waiver request shall include sufficient documentation to support the need for relief. Waivers of 603 CMR 50.00 shall be considered only under circumstances the Commissioner deems exceptional and shall be granted only to the extent allowed by law.

I have received and granted your waiver request dated April 29, 2022, where you indicated that "scheduling complications rooted in the recent pandemic has proven to be more challenging than anticipated" and that South Coast Educational Collaborative (SCEC) would be unable to obtain the proper documentation of the formal vote of approval of the SCEC Articles of Agreement from the Fall River school committee before April 30, 2022. The granting of your request has allowed SCEC the time to secure evidence of the requisite vote from the Fall River school committee approving the SCEC amended collaborative agreement.

I am aware that as of this date of this letter, SCEC has submitted the required documentation for the final approval of SCEC's amended collaborative agreement. On behalf of the Board of Elementary and Secondary Education, I am happy to inform you that I have approved an amendment to the SCEC Articles of Agreement, as required by M.G.L. c. 40, § 4E, and 603 C.M.R. 50.00. This 2022 amendment adds the school committee of the Fall River Public Schools as a member district with full benefits, privileges, and responsibilities, subject to the terms and conditions as outlined in the SCEC Articles of Agreement (agreement). The agreement's most recent amendment was on July 1, 2020.

As you are aware, the previous amendment to the SCEC Articles of Agreement (July 2020), restricted the composition of the SCEC Board of Directors (Board) to allow only superintendents to be appointed representatives of the school districts on the Board.

Effective July 1, 2022, the membership of SCEC consists of the following member school committees: Berkley, Dartmouth, Dighton-Rehoboth Regional, Fall River, Freetown-Lakeville Regional, New Bedford, Seekonk, Somerset, Somerset-Berkley Regional, Swansea, Taunton, and Westport Community Public Schools.

Please inform the SCEC Board of this approval and forward a copy of this letter, along with the approved 2022 SCEC Articles of Agreement, to each member school committee.

Thank you for your assistance throughout this process. Should you have any questions, please contact Paulajo Gaines, Collaborative Coordinator at EducationCollaborativeTeam@mass.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey C. Riley". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jeffrey C. Riley
Commissioner of Elementary and Secondary Education

SOUTH COAST EDUCATIONAL COLLABORATIVE AGREEMENT

This document constitutes the Collaborative Agreement of the South Coast Educational Collaborative (hereinafter the Collaborative or SCEC), 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 Sec. 50.00. This collaborative agreement shall not be effective until approved by the member school committees, member charter school boards, and the Massachusetts Board of Elementary and Secondary Education.

This agreement replaces the original agreement dated July 1, 1986, as most recently amended on July 1, 2020. This Agreement (hereinafter the Agreement) will be effective July 1, 2022, following the approval by the school committees of 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, hereinafter referred to as “member districts,” as indicated by the signatures of the chairs of the school committees:

- A. School Committee of the Berkley Public Schools
- B. School Committee of the Dartmouth Public Schools
- C. School Committee of the Dighton-Rehoboth Regional School District
- D. School Committee of the Fall River Public Schools
- E. School Committee of the Freetown-Lakeville Regional School District
- F. School Committee of the New Bedford Public School District
- G. School Committee of the Seekonk Public Schools
- H. School Committee of the Somerset Public Schools
- I. School Committee of the Somerset-Berkley Regional School District
- J. School Committee of the Swansea Public Schools
- K. School Committee of the Taunton Public Schools
- L. School Committee of the Westport Community Public Schools

SECTION II: MISSION, PURPOSE, OBJECTIVE, AND FOCUS

- A. **The mission of this Collaborative** is to cooperatively develop and deliver high quality, cost effective, value-added, and sustainable education, professional development, technical assistance, and resources for students, families, educators, school districts, partner organizations, and communities that increase educational opportunities for children ages 3-22, improve educational outcomes for students, and are grounded in our core values and appropriate research-based content and best-practice.
- B. **The purpose of this Collaborative** is to provide intensive education programs and services for students with disabilities; to provide professional development to educators; to provide related services to students with disabilities in member and non-member

districts, and to provide other high-quality, cost-effective services to meet the changing needs of member districts.

C. The overall objectives of this Collaborative include:

1. To improve academic achievement of students with low-incidence disabilities in the least restrictive environment.
2. To offer a variety of quality professional development opportunities to general and special education teachers and administrators, and related service providers; and
3. To provide all programs and services in a cost-effective, value-added, and sustainable manner.

D. The focus of this Collaborative is the delivery of high quality, cost effective, value-added, and sustainable education for students with disabilities, comprehensive professional development, technical assistance, and resources within the communities of the member and non-member districts.

E. The Collaborative is a Diversity/Affirmative Action, Equal Opportunity Employer. The Collaborative does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, disability or sexual orientation and ensures that all students have equal rights of access and equal enjoyment of the opportunities, advantages, privileges and courses of study.

SECTION III: PROGRAMS AND SERVICES

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, value-added, and sustainable manner.

- A. Day school placements and other services for students with disabilities
- B. Alternative school programs for at-risk students
- C. Community-based vocational services
- D. Behavior consultation and education services
- E. Therapy services
- F. Family services
- G. Professional development
- H. Identification, evaluation, and creation of best practice
- I. Collaborative grant applications
- J. Transportation services
- K. General education supports and services
- L. Clinical evaluations
- M. Needs assessments
- N. Sustainability initiatives

The programs/services listed above are not all-inclusive; the Board, acting at the request of the Executive Director and/or member districts may consider and approve other programs and services to be provided by the Collaborative so long as those programs/services are in best interest of the member districts, and are not inconsistent with M.G.L. c.40, sect. 4E and 603 CMR. Sec. 50, et seq., as amended from time to time.

SECTION IV: GOVERNANCE

Each school committee executing this Collaborative Agreement shall have the superintendent of schools to serve as its representative on the SCEC board of directors; these board members shall be referred to in this Agreement as “appointed representatives” or “members.” The Commissioner of the Department of Elementary and Secondary Education (herein after the Commissioner) shall appoint an individual to serve as a liaison from the Department of Elementary and Secondary Education (Department) to the SCEC board of directors. The SCEC board of directors (hereinafter referred to as the Board) shall manage the Collaborative.

The Board is vested with all authority given it by Chapter 40, Section 4E of the General Laws, and all acts amendatory or supplementary thereof, and 603 CMR Sec. 50.00 and may take any necessary action to oversee the operation of the Collaborative consistent with M.G.L. c. 40, Sec. 4E, 603 CMR Sec. 50.00, and this Agreement, including but not limited to the following:

- A. The Board shall meet at least six (6) times annually, and at such other times as are necessary.
- B. A quorum for conducting business shall consist of a majority of the 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. 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.
- E. The Board shall annually organize itself by electing a chairperson and vice-chairperson by a majority vote of the 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.
- F. If a vacancy occurs among the appointed representatives of the Board, the member district for which said vacancy has occurred shall appoint a successor to serve on the Board.

SECTION V: CONDITIONS OF MEMBERSHIP

- A. Each appointed representative of the Board shall be entitled to one (1) vote.
- B. Each appointed representative shall be responsible for providing timely information and updates to its member district(s) on collaborative activities in accordance with the provisions of M.G.L. c.40, Sec. 4E and 603 CMR Sec. 50.00, et seq.
 - 1. Quarterly information and updates to the school committee, at an open meeting, on the programs and services provided by the Collaborative.
 - 2. A copy of the Collaborative Agreement and any amendments.
 - 3. A copy of the annual budget and tuition rate.
 - 4. A copy of the annual report and financial audit.
 - 5. Notification of applications for real estate mortgages.
 - 6. A copy of any capital plan approved by the Board of Directors.

7. Any additional information as may be requested by a vote of the school committee Board of the member district; and
 8. Any additional information as may be required in M.G.L. c. 40 Sec. 4E, 603 CMR Sec. 50.00 et seq. and any amendments thereto.
- C. Each appointed representative shall be an active and engaged voting participant on the Board. The appointed representative shall attend scheduled meetings and fulfill all duties as may be required by the Board, 603 CMR Sec. 50.00, and this Agreement.
1. If a appointed representative fails to attend two (2) or more meetings in a fiscal year, the Executive Director, as executive secretary for the Board, may notify the Collaborative Board, the appointed representative, and the member district that its representative has failed to attend two (2) meetings in a fiscal year and may warn the appointed representative and the member district that they may be removed from the Board if the representative fails to attend three (3) meetings in a fiscal year.
 2. If despite the warning, an appointed representative fails to attend three (3) or more meetings in a fiscal year, the Executive Director shall notify the Collaborative Board, the appointed representative, and the member district that its appointed representative has failed to attend three (3) or more meetings in a fiscal year, its appointed representative shall be removed from the Board, and the member district shall select another appointed representative.
- D. Each appointed representative must attend training required by the Department of Elementary and Secondary Education (Department), as outlined in M.G.L. c. 40, Sec. 4E, 603 CMR Sec. 50.05 and 603 CMR Sec. 50.12(3). Should a appointed representative fail to complete the training within the timeline set by the regulations, the Executive Director, as executive secretary for the Board, shall notify the Collaborative Board, the appointed representative, and the member district that the member district shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The member district shall become an active member and voting rights shall be reinstated once the appointed representative completes the training.
- E. 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, Sec. 4E, as most recently amended.
- F. No appointed representative shall receive an additional salary or stipend for his/her service on the Board.
- G. No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting appointed representative, and no member district shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual.

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

The SCEC Board shall manage the Collaborative and shall be responsible for providing fiduciary and management oversight and accountability over the operation of the educational collaborative. The Board shall be vested with all authority and responsibility provided to it by

M.G.L. c. 40, Sec. 4E and 603 CMR Sec. 50.00 and all acts and regulations amendatory thereof, including but not limited to the following:

- A. It is the function and responsibility of the Board to formulate policy for the Collaborative and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, Sec. 4E and 603 CMR Sec. 50.00.
- B. The South Coast Educational Collaborative shall be a public entity.
- C. The Board shall be vested with the authority to enter into agreements with member districts, non-member districts, charter schools or other collaborative to establish mutually beneficial programs and services or pricing arrangements.
- D. The Board shall be responsible for:
 - 1. Ensuring adherence to this Agreement and progress toward achieving the purposes set forth in this Agreement.
 - 2. Determining the cost effectiveness of programs and services offered by the Collaborative.
 - 3. Ensuring that any borrowing, loan, or mortgage is cost-effective, is necessary to carry out the purposes for which the Collaborative is established, is in the best interest of the Collaborative and its member districts and is consistent with the terms of this Agreement and the provisions of Section VII.C; and
 - 4. Approving all expenditures, including, but not limited to, contracts, borrowing, and the purchase and sale of fixed assets. The Board delegates to the Executive Director the authority to enter contracts for the purchase of supplies and materials and for the leasing of land, buildings, and equipment. The Executive Director shall inform the Board in a timely manner of all contracts and any modifications.
- E. The Board has standing to sue and be sued in the same extent as a city, town, or regional school district.
- F. The Board is a public employer and shall hire all employees of the Collaborative and ensure that all employees possess the necessary and required credentials and approvals, to the extent applicable, including those required by M.G.L. c. 71, Sec. 38G and 603 CMR 7.00, M.G.L. c. 74 and 603 CMR Sec. 4.00, and all acts and regulations amendatory thereof.
- G. The Board shall hire an Executive Director who shall oversee and manage operation of the Collaborative on a day-to-day basis with responsibilities that include, but are not limited, to supervision of employees, implementation of the Board's policies and such other powers and responsibilities as determined by the Board to the extent permitted by applicable law and regulation. The Board shall annually evaluate the Executive Director's performance and effectiveness.
- H. The Board shall appoint a Business Manager who shall be subject to M.G.L Chapter 41, Sec 52 and have powers and responsibilities, similar to those of a town accountant and consistent with 603 CMR 50.00 and the board approved job description. The Board shall annually evaluate the Business Manager's performance and effectiveness. The Business Manager may not be the Treasurer of the Collaborative.

- I. The Board shall appoint a Treasurer who shall have such powers and responsibilities as determined by the Board and as stipulated in the Board approved job description, consistent with 603 CMR 50:00. 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. The Board shall annually evaluate the treasurer's performance and effectiveness. No Collaborative employee or appointed representative to the Board may be the treasurer.
- J. 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 collaborative 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 Sec. 4E.
- K. The Board shall appoint at least one (1) or more registered nurses and provide each such nurse with the facilities necessary to perform his/her duties and responsibilities as designated in the Board approved job description.
- L. The Board shall ensure that no employee of an educational collaborative is employed at any related for-profit or non-profit organization.
- M. The Board shall establish policies to support the operation of the Collaborative and shall review the effectiveness of such policies to ensure currency and appropriateness. At a minimum, the Collaborative Board shall develop and maintain 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 may develop by-laws to support the Board's and the Collaborative's internal functioning.
- 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 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, Sec. 4E and 603 CMR Sec. 50.00.
- O. The Board shall establish a process to provide to member districts, students, parents/guardians, the Board of Elementary and Secondary Education, and the public all information required by law and regulation.
- P. The Board shall establish and maintain an internet website in accordance with M.G.L. c.40, Sec. 4E that shall include at a minimum:
 - 1. A list of appointed representatives on the Board
 - 2. Copies of the minutes of open meetings held by the Board
 - 3. A copy of this Agreement and any amendments to this Agreement
 - 4. A copy of the annual report and independent audit required in 603 CMR Sec. 50.08; and
 - 5. Contact information for key educational collaborative staff members.
- Q. All Board meetings shall be posted and conducted in accordance with the Open Meeting Law, M.G.L. c. 30A, Secs.18-25 and the open meeting regulations, 940 CMR Sec. 29.00: Open Meetings. Minutes of open board meetings shall be approved at the next open

meeting by a majority of members who both attended the previous open meeting and attend the next open meeting in which the minutes are approved.

SECTION VII: FINANCE

A. Financial Terms

1. A program tuition/service fee will be billed on a per-pupil or per-service basis for each collaborative program utilized by the member district as outlined in paragraph (3).

2. In the event of dissolution, all the remaining assets and property of the collaborative shall, after necessary expenses thereof, be distributed to the member districts on a prorated basis based on each member district's percentage of fiscal participation as outlined in Section IX – Termination.

3. Apportionment and Payment Costs

a. Administrative and Payment costs

Administrative costs shall include but not be limited to office expenses, supplies and equipment, travel, office rental, clerical salary, legal retainer, postage, telephone, and the salaries of the Executive Director and other administrative staff. The Board shall determine all administrative costs and allocate them to Collaborative programs with such costs to be assessed to member districts and non-member districts in accordance with Paragraphs 1, 2, and 3, and other relevant provisions of this Agreement.

b. Program Costs

Program Costs shall include all costs not included in administrative costs as defined in paragraph 3(a).

c. Tuitions

Program/tuition fees will be determined annually by the Board and will be billed to member and non-member districts on a per pupil/per service tuition basis.

d. Non-Member Communities

The programs and services offered to students by this Agreement may be opened to students from municipalities and districts that are not parties to this Agreement. Any non-member school system which may have children served in a program administered by the Collaborative may be charged a surcharge beyond the member district's per pupil tuition or fee-for-service for a particular program or service. The Board annually determines the surcharge for the program tuitions and fees-for-service based on the additional costs associated with providing programs and services to non-member districts.

4. The Board may apply, by majority vote, for state, federal, corporate, or foundation grants and may accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.

5. The Board may apply, through an appropriate vote, for state, federal, corporate or foundation grants, and may enter into contracts to obtain the funds necessary to carry out the purpose for which the collaborative was established.
6. The Collaborative, acting through its Board, may, subject to chapter 30B, enter into contracts for the purchase of supplies, materials and services and for the purchase or leasing of land, buildings and equipment as considered necessary by the Board.

B. Collaborative Fund

1. The Board herein agrees to establish and manage the South Coast Education Collaborative Fund (hereinafter referred to as “the SCEC Fund”) which shall be 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; all such monies shall be paid directly to the board and deposited in the fund.
2. The Treasurer shall be authorized, subject to the direction of the Board, to receive and disburse any monies of the SCEC Fund.
3. All payments must be approved by the Board.
4. Any funds of the SCEC Fund not immediately necessary for operations during the operating year may be invested by the Treasurer, consistent with the provisions and requirements of the Section 55B of Chapter 44 of the General Laws and any law amendatory thereof.

C. Borrowing, Loans, Mortgages or Acquisition of Real Property

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.
2. In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property:
 - a. The Board will discuss its intent to apply for real estate mortgages at a public meeting of the Board prior to the meeting of the Board at which its final vote on approval of the loan or mortgage is taken

- b. The Board shall provide written notice to each member district thirty (30) calendar days prior to applying for real estate mortgages; and
- c. The Board shall approve such action by a majority vote.

D. 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 Sec. 50.07(10), funds deposited in trust in accordance with M.G.L. c. 32B, Sec. 20, and any amounts prepaid for tuition or services in accordance with M.G.L. c. 40, Sec. 4E.
- 2. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR Sec. 50.03(5)(b)10.
- 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 final dollar amount of 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 or credited to support programs and services offered to member districts.
- 5. In the event an amount is to be refunded or credited to the member districts, each member district's share will be based on the following formula: Each member district's percentage of total fiscal participation in the collaborative will be calculated annually by dividing that member district's fiscal contribution by the total Collaborative receipts from all member districts in that fiscal year.
- 6. Upon withdrawal of a member district, the Board shall ensure that the withdrawing member district share in any payments from funds designated by the Board for return or credit to its member districts for the current fiscal year only. Other than funds designated by the Board for return to the member districts, individual member districts choosing to withdraw will not be entitled to receive a share of any other assets of the Collaborative.

E. Other Post-Employment Benefits Liability Trust Fund

As permitted by applicable law, the Board will establish a restricted fund for health insurance costs for retirees.

F. Capital Reserve Fund

The Board will establish an account as a Capital Reserve Fund in accordance with a Board approved Capital Plan. Two-thirds (2/3) of the member districts must approve the establishment of the fund and the request for approval must state the reason for the reserve and a limit on the balance that may be held in the reserve. Deposits to the capital reserve fund shall be made through the annual budget process. Expenditures from the

capital reserve fund must be authorized by the Board and may be used only for the project or purpose for which the account was established.

G. 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, Sec. 4E, regulations promulgated by the Department, and this Agreement.
 - a. By April 30 of each year, the Board shall propose a budget for the upcoming fiscal year. The Budget shall identify all the programs or services to be offered by the Collaborative in the upcoming fiscal year and the corresponding costs.
 - b. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
 - c. Expenditures from grant funds, trust funds and other funds not designated as general funds that by law may be expended by the Board without further appropriation shall be segregated in the budget.
 - d. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments and deposits to capital reserve.
 - e. The proposed budget shall be classified into such line items as the Board shall determine, but shall, at a minimum, delineate amounts for operating expenditures, including, administration, instructional and rental expenses, and capital expenditures, including debt service payments and deposits to capital reserve.
 - f. The proposed budget shall include the methodology used to determine tuition prices for member and non-member district pupils, as well as the methodology to determine fees for services based on the cost of providing Collaborative programs.
 - g. As applicable, capital costs shall be included in the budget for program tuitions and fees for services. Each district shall be charged an equal share of the capital costs for the programs and services it utilizes.
2. The proposed budget shall be discussed at a public meeting of the Board. Public notice shall be given to member districts.
3. The Board shall adopt the final budget by an affirmative majority vote at a subsequent meeting after the Board meeting at which the Collaborative budget was first proposed but no later than June 30 of the preceding fiscal year.

H. Transmitting the Budget and Payment Terms:

1. The Treasurer shall certify and transmit the budget and the tuition and fees for the upcoming fiscal year to each member district not later than June 30 of the preceding year.
2. Tuition invoices shall be sent to member and non-member districts on a quarterly basis in July, September, December, and March. Payments are due upon receipt of invoices.

3. Invoices for fees-for-service shall be sent to member and non-member districts monthly. Payments are due within thirty (30) days of service delivery.
- I. 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 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 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 school districts on the content of the proposed amendment.
 - 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 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 and fees-for-service to member and non-member districts when doing so is determined to be in the best interest of the Collaborative.

SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT

The Collaborative Agreement may be amended from time to time in accordance with the following Procedures:

- A. Any proposal for amendment may be initiated by an appointed representative to the Board, the Executive Director, or by any member district by a majority vote of its school committee.
- 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 and the chairs of the school committees and/or chairs of the charter school boards of the member districts 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 the Department for initial review.
- D. Following the Department review, the Executive Director shall make such changes as the Department 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 and the chairs of the school committees and/or chairs of the charter school boards of the member districts, 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 Department 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 chairs of the school committees and /or chairs of the charter school boards of the member districts for a vote 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 50.03 to the Commissioner for approval by the Board of Elementary and Secondary Education.
- H. No amendment to the Collaborative 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 MEMBERS

A school district, through a vote of its school committee, or charter school board, may become a member district of the Collaborative consistent with the following terms:

- A. At least 180 days prior to the beginning of the 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 meeting 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 majority affirmative vote of the Board, the Collaborative Agreement shall be amended to add the new member. The Collaborative 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 of the subsequent fiscal year.
- E. A new member district 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.
- F. Following the approval for admission to a Collaborative and continuing until the actual date of such admission, the school committee or charter school board may designate a non-voting representative to the Collaborative Board of Directors.

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

- A. A member district may withdraw from the Collaborative as of July 1st of any year provided that such member district provides written notice of such intent to every other member district that is party to this Agreement as well as to the executive director of the collaborative and the collaborative board at least 180 days before the end of such fiscal year, and provided that 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.
- B. 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 school committee or charter school board meeting in which the member district voted to withdraw from the Collaborative.
- C. Within thirty (30) days of notification of a member district's intent to withdraw from the collaborative, an amendment shall be prepared, consistent with the provisions in Section VIII, to reflect changes in the Agreement caused as a result of the change in membership of the collaborative and submitted to the Commissioner for approval by the Board of Elementary and Secondary Education.
- D. Upon withdrawal of a member district, the Board shall insure that the withdrawing member district share in any payments from funds designated by the Board for return or credit to its member districts for the current fiscal year only. Other than funds designated by the Board for return to the member districts, individual member districts choosing to withdraw will not be entitled to receive a share of any other assets of the Collaborative.
- E. The withdrawing school committee or charter school board must fulfill all its financial obligations and commitments to the Collaborative.
- F. The annual excess of revenues over expenses will be determined through the end of the year fiscal audit. Funds designated by the Board for return to the member districts will be released to all member districts based on the following formula: Each member district's percentage of fiscal participation will be calculated annually by dividing that member district's fiscal contribution by the total Collaborative receipts from all Collaborative member districts in that fiscal year.
- G. In the event the end of the year fiscal audit determines there are liabilities, the withdrawing member district will share in the payment of liabilities by the same formula as they would have shared in the assets.
- H. Equipment and supplies on loan from the withdrawing member district will be returned to said member district if requested. Equipment and supplies on loan to the withdrawing member district will be returned to the Collaborative by the end of the fiscal year. Upon withdrawal from the Collaborative, any student records maintained shall be returned to the withdrawing school district.

- I. If any member district withdraws from the Collaborative without giving the required six-month written notice, that member district will forfeit the right to receive a share of the funds designated by the Board for return to the member districts for that fiscal year.
- J. If more than the majority of member districts withdraw from the Collaborative, and there are less than three (3) remaining member districts, this Agreement will be considered terminated, and the provisions outlined under Section XI will be followed.

SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT

- A. This Agreement may be terminated at the end of any fiscal year by two thirds vote of the Board provided that each appointed representative to the Board provide written evidence of a majority vote of its school committee/charter school board approving the termination. Each member district must give written notice of its intent to terminate to every other party to this Agreement at least six (6) months before the end of such fiscal year.
- B. The Collaborative Agreement shall only be terminated at the end of a fiscal year.
- C. Following the affirmative votes of the member districts to terminate the Collaborative Agreement, the Executive Director shall inform the member districts and non-member districts who are served by the Collaborative and the Department in writing 180 days prior to the effective date of any termination.
- D. Following the affirmative votes of the member districts to terminate the Collaborative Agreement, a final independent audit will take place and will be provided to all appointed representatives and member districts as well as to the Department, including an accounting of assets and liabilities (debts and obligations) of the Collaborative and the proposed disposition of same.
- E. Prior to termination, the Board shall:
 - 1. determine the fair market value of all assets of 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, equipment and supplies
 - 3. determine the fair market value of all equipment and supplies held by any of the member districts pursuant to this Agreement and shall make a distribution of such equipment and supplies to the member districts on a prorated basis within one year of the termination of this Agreement
 - 4. identify the member district responsible for maintaining all fiscal records
 - 5. identify the member district responsible for maintaining employee and program records
 - 6. return any student records maintained during the life of the Collaborative to the appropriate school district

7. 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.
 8. distribute surplus funds or capital reserve funds to the member districts on a pro rata basis; and
 9. 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.
- F. All fiscal records of the Collaborative shall be maintained in accordance with Public Records Law, M.G.L. c. 66, Sec. 10, and Records Retention Law, M.G.L. c. 66.
- G. Following the affirmative vote of the member districts to terminate the Collaborative Agreement, the Board shall notify the Department of the official termination date of the Collaborative and shall submit the documentation required by 603 CMR 50.11 to the Department.
- H. Should the Department revoke and/or suspend the approval of the educational collaborative agreement, the board will follow all instructions from the Department, and Sections XI. C through XI. G, inclusive, shall be implemented to the extent these procedures are consistent with the order of the Department terminating the Collaborative Agreement.

SECTION XII: INDEMNIFICATION

- A. Neither the Executive Director nor any other employee of the Collaborative nor any appointed representative to the Board shall be liable to the Collaborative or to any member district thereof for any act or omission of the Executive Director or any other employee of the Collaborative or any appointed representative to the Board or be held personally liable in connection with the affairs of the Collaborative except only for liability arising out of his own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative or its member school committees.
- B. Neither the Executive Director nor any other employee of the Collaborative nor any appointed representative to the Board nor officials from the member districts shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, against or with respect to the Collaborative or arising out of any action taken or omitted for or on behalf of the Collaborative and the Collaborative shall be solely liable therefore and resort shall be had exclusively to the Collaborative property for the payment or performance thereof and each appointed representative to the Board, member school committee and the Executive Director or any other employee of the Collaborative shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary to the provision hereof, such appointed representative to the Board, Executive Director or any other employee of the Collaborative or member school committee shall be held personally liable. Any person dealing with the Collaborative shall be informed of the substance of this provision except that any such person need not be informed of the

indemnification contained herein and, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

- C. The Executive Director or any other employee of the Collaborative and his legal representatives and each appointed representative to the Board and his legal representatives, and each member school committee and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such appointed representative to the Board, member school committee or Executive Director or any other employee of the Collaborative or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as an appointed representative to the Board, Executive Director or any other employee of the Collaborative or member school committee, except only liabilities and expenses arising out of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative as finally adjudged in such action or, in the event of settlement or termination of such action without final adjudication, as determined by independent counsel for the Collaborative. Said right of indemnification shall be in addition to any other rights to which such appointed representative to the Board or Executive Director or any other employee of the Collaborative or member school committee may be entitled as a matter of law, or which may be lawfully granted to him/her/it.

SECTION XIII: EFFECTIVE DATE

This Agreement shall take effect on July 1, 2022, after it has been approved by the Board of Elementary and Secondary Education and has been approved by duly authorized votes at public meetings held by the individual school committees and charter school boards as indicated on the signatory pages and shall continue indefinitely.

Date of first reading: 9/26/2019

Date of second reading: 10/24/2019

Date approved by collaborative board of directors: 9/23/2021

Dates approved by member school committees/charter school boards:

Berkley Public Schools Member district	<u>10/18/2021</u> Date
Dartmouth Public Schools Member district	<u>10/18/2021</u> Date
Dighton-Rehoboth Regional School District Member district	<u>10/12/2021</u> Date
Fall River Public Schools Member district	<u>05/09/2022</u> Date
Freetown-Lakeville Regional School District Member district	<u>10/20/2021</u> Date
New Bedford Public Schools Member district	<u>10/18/2021</u> Date
Seekonk Public Schools Member district	<u>10/18/2021</u> Date
Somerset Public Schools Member district	<u>10/18/2021</u> Date
Somerset-Berkley Regional School District Member district	<u>10/13/2021</u> Date
Swansea Public Schools Member district	<u>10/18/2021</u> Date
Taunton Public Schools Member district	<u>10/6/2021</u> Date
Westport Community Public Schools Member district	<u>10/7/2021</u> Date

Signatures: *Lara Weber*
CHAIRPERSON OF BERKLEY SCHOOL COMMITTEE

4/11/22
Date

CHAIRPERSON OF DARTMOUTH SCHOOL COMMITTEE

Date

CHAIRPERSON OF DIGHTON-REHOBOTH
REGIONAL SCHOOL COMMITTEE

Date

CHAIRPERSON OF FALL RIVER SCHOOL COMMITTEE

Date

CHAIRPERSON OF FREETOWN-LAKEVILLE
REGIONAL SCHOOL COMMITTEE

Date

CHAIRPERSON OF NEW BEDFORD PUBLIC SCHOOL
COMMITTEE

Date

CHAIRPERSON OF SEEKONK SCHOOL COMMITTEE

Date

CHAIRPERSON OF SOMERSET SCHOOL COMMITTEE

Date

CHAIRPERSON OF SOMERSET-BERKLEY
REGIONAL SCHOOL COMMITTEE

Date

CHAIRPERSON OF SWANSEA SCHOOL COMMITTEE

Date

CHAIRPERSON OF TAUNTON SCHOOL COMMITTEE

Date

CHAIRPERSON OF WESTPORT COMMUNITY SCHOOL
COMMITTEE

Date

**Approved on behalf of the Board of Elementary and Secondary Education, by the
Commissioner of Elementary and Secondary Education:**

M.C. Daly
COMMISSIONER

04/25/2022
Date

Signatures:

CHAIRPERSON OF BERKLEY SCHOOL COMMITTEE

Shannon Jenkins

CHAIRPERSON OF DARTMOUTH SCHOOL COMMITTEE

Date
4/4/22

Date

CHAIRPERSON OF DIGHTON-REHOBOTH
REGIONAL SCHOOL COMMITTEE

Date

CHAIRPERSON OF FALL RIVER SCHOOL COMMITTEE

Date

CHAIRPERSON OF FREETOWN-LAKEVILLE
REGIONAL SCHOOL COMMITTEE

Date

CHAIRPERSON OF NEW BEDFORD PUBLIC SCHOOL
COMMITTEE

Date

CHAIRPERSON OF SEEKONK SCHOOL COMMITTEE

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CHAIRPERSON OF SOMERSET SCHOOL COMMITTEE

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CHAIRPERSON OF SOMERSET-BERKLEY
REGIONAL SCHOOL COMMITTEE

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CHAIRPERSON OF SWANSEA SCHOOL COMMITTEE

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CHAIRPERSON OF TAUNTON SCHOOL COMMITTEE

Date

CHAIRPERSON OF WESTPORT COMMUNITY SCHOOL
COMMITTEE

Date

**Approved on behalf of the Board of Elementary and Secondary Education, by the
Commissioner of Elementary and Secondary Education:**

COMMISSIONER

Date

Signatures:

CHAIRPERSON OF BERKLEY SCHOOL COMMITTEE

Date

CHAIRPERSON OF DARTMOUTH SCHOOL COMMITTEE

Date



CHAIRPERSON OF DIGHTON-REHOBOTH
REGIONAL SCHOOL COMMITTEE

3/30/2022
Date

CHAIRPERSON OF FALL RIVER SCHOOL COMMITTEE

Date

CHAIRPERSON OF FREETOWN-LAKEVILLE
REGIONAL SCHOOL COMMITTEE

Date

CHAIRPERSON OF NEW BEDFORD PUBLIC SCHOOL
COMMITTEE

Date

CHAIRPERSON OF SEEKONK SCHOOL COMMITTEE

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CHAIRPERSON OF SOMERSET SCHOOL COMMITTEE

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CHAIRPERSON OF SOMERSET-BERKLEY
REGIONAL SCHOOL COMMITTEE

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CHAIRPERSON OF TAUNTON SCHOOL COMMITTEE

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CHAIRPERSON OF WESTPORT COMMUNITY SCHOOL
COMMITTEE

Date

**Approved on behalf of the Board of Elementary and Secondary Education, by the
Commissioner of Elementary and Secondary Education:**

COMMISSIONER

Date

Signatures:

CHAIRPERSON OF BERKLEY SCHOOL COMMITTEE

Date

CHAIRPERSON OF DARTMOUTH SCHOOL COMMITTEE

Date

CHAIRPERSON OF DIGHTON-REHOBOTH
REGIONAL SCHOOL COMMITTEE

Date

Paul E. Cooper

CHAIRPERSON OF FALL RIVER SCHOOL COMMITTEE

05/17/22
Date

CHAIRPERSON OF FREETOWN-LAKEVILLE
REGIONAL SCHOOL COMMITTEE

Date

CHAIRPERSON OF NEW BEDFORD PUBLIC SCHOOL
COMMITTEE

Date

CHAIRPERSON OF SEEKONK SCHOOL COMMITTEE

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REGIONAL SCHOOL COMMITTEE

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COMMITTEE

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COMMISSIONER

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Signatures:

CHAIRPERSON OF BERKLEY SCHOOL COMMITTEE

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CHAIRPERSON OF DARTMOUTH SCHOOL COMMITTEE

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CHAIRPERSON OF DIGHTON-REHOBOTH
REGIONAL SCHOOL COMMITTEE

Date

CHAIRPERSON OF FALL RIVER SCHOOL COMMITTEE

Date



CHAIRPERSON OF FREETOWN-LAKEVILLE
REGIONAL SCHOOL COMMITTEE

Date

4-6-2022

CHAIRPERSON OF NEW BEDFORD PUBLIC SCHOOL
COMMITTEE

Date

CHAIRPERSON OF SEEKONK SCHOOL COMMITTEE

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COMMITTEE

Date

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COMMISSIONER

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CHAIRPERSON OF BERKLEY SCHOOL COMMITTEE

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4/11/22

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COMMISSIONER

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CHAIRPERSON OF BERKLEY SCHOOL COMMITTEE

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CHAIRPERSON OF DARTMOUTH SCHOOL COMMITTEE

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REGIONAL SCHOOL COMMITTEE

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CHAIRPERSON OF NEW BEDFORD PUBLIC SCHOOL
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Date



CHAIRPERSON OF SEEKONK SCHOOL COMMITTEE

4/6/22

Date

CHAIRPERSON OF SOMERSET SCHOOL COMMITTEE

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CHAIRPERSON OF WESTPORT COMMUNITY SCHOOL
COMMITTEE

Date

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Commissioner of Elementary and Secondary Education:**

COMMISSIONER

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Signatures:

CHAIRPERSON OF BERKLEY SCHOOL COMMITTEE

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CHAIRPERSON OF SEEKONK SCHOOL COMMITTEE

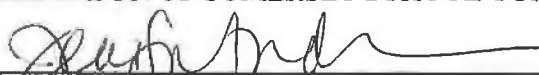
Date



CHAIRPERSON OF SOMERSET SCHOOL COMMITTEE

Date

3 - 31 - 22

VICE


CHAIRPERSON OF SOMERSET-BERKLEY
REGIONAL SCHOOL COMMITTEE

Date

3/31/2022

CHAIRPERSON OF SWANSEA SCHOOL COMMITTEE

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COMMISSIONER

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3.-31-22

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REGIONAL SCHOOL COMMITTEE

3/31/2022

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COMMISSIONER

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CHAIRPERSON OF SWANSEA SCHOOL COMMITTEE

4/11/22
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CHAIRPERSON OF WESTPORT COMMUNITY SCHOOL
COMMITTEE

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COMMISSIONER

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CHAIRPERSON OF TAUNTON SCHOOL COMMITTEE

Date
3/31/2022

CHAIRPERSON OF WESTPORT COMMUNITY SCHOOL
COMMITTEE

Date

**Approved on behalf of the Board of Elementary and Secondary Education, by the
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COMMISSIONER

Date

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CHAIRPERSON OF SWANSEA SCHOOL COMMITTEE

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CHAIRPERSON OF TAUNTON SCHOOL COMMITTEE

Date

Nancy Saunders

CHAIRPERSON OF WESTPORT COMMUNITY SCHOOL
COMMITTEE

4/1/22

Date

**Approved on behalf of the Board of Elementary and Secondary Education, by the
Commissioner of Elementary and Secondary Education:**

COMMISSIONER

Date