EDCO Collaborative
Articles of Agreement

This agreement replaces the agreement
dated 7.1.2017.

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This agreement is effective
as of July 1, TBD.

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PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement of EDCO 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 603CMR 50.00. This Collaborative Agreement shall not be effective until approved by the Member School Committees and Member Charter School Boards as indicated on the signatory page, and the Massachusetts Board of Elementary and Secondary Education. This agreement replaces the agreement dated May 19, 2015 as most recently amended on July 1, TBD, entered into by and between the Member School Committees and Member Charter School Boards listed in Article I (herein, "Member Districts").

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DEFINITIONS

Commissioner – The Commissioner of the Massachusetts Department of Elementary and Secondary Education

Board – Board of Directors of EDCO Collaborative comprised of Superintendents, School Committee Members, or Charter School Board Members voted by Member Districts

EDCO Collaborative Administrator – Member of EDCO Collaborative's Leadership Team including central office directors (i.e. Executive Director, Associate Executive Director, Business Administrator, Chief Financial Officer, Director of Informational Technology, Director of Seefurth Education Center) and EDCO Collaborative program directors

ARTICLE I: MEMBERSHIP

The membership of EDCO Collaborative as of the effective date of this agreement, includes the School Committees and Charter School Boards from the following districts, as indicated by the signatures of the Chairs of the School Committees and Charter School Boards:

1. School Committee for the Acton-Boxborough Regional School District
2. School Committee for the Arlington Public Schools
3. School Committee for the Bedford Public Schools
4. School Committee for the Belmont Public Schools
5. School Committee for the Brookline Public Schools
6. School Committee for the Carlisle Public Schools
7. School Committee for the Concord Public Schools
8. School Committee for the Concord-Carlisle Regional School District
9. School Committee for the Lexington Public Schools
10. School Committee for the Lincoln Public Schools
11. School Committee for the Lincoln-Sudbury Regional School District

12. School Committee for the Newton Public Schools
13. School Committee for the Sudbury Public Schools
14. School Committee for the Waltham Public Schools
15. School Committee for the Watertown Public Schools
16. School Committee for the Weston Public Schools

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ARTICLE II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

A. Mission of EDCO Collaborative:

The mission of EDCO Collaborative is to cooperatively develop and deliver high quality and cost-effective programs and services for students, school districts, partner organizations and communities; to improve education through inter-district and inter-agency collaboration; and to enhance equity, intercultural understanding and equal opportunity in education.

B. Objectives of EDCO Collaborative:

1. To provide day programs and other services for students with low-incidence disabilities in the least restrictive environment consistent with MGL c. 40 § 4E and 603 CMR 50.00
2. To provide day programs and services for at-risk students
3. To provide therapeutic services for adults with disabilities in collaboration with the Department of Developmental Services and /or other agencies
4. To offer quality professional learning opportunities to general and special education teachers and administrators, related service providers, School Committees, and Charter School Boards
5. To explore and pursue grants and other funding to support identified needs of the Member Districts and community
6. To offer cooperative and regional programs and/or services to help Member Districts maximize cost efficiency and program effectiveness through a collaborative effort

C. Focus of EDCO Collaborative:

1. Programs and services for students and adults with disabilities and at-risk students
2. Professional learning
3. Pupil transportation
4. Support of initiatives from the Department of Elementary and Secondary Education
5. Cooperative planning and delivery of services to meet the needs of the Member Districts

D. Purpose of EDCO Collaborative:

The purpose of EDCO Collaborative is to provide programs and services for students with disabilities and at-risk students, to provide therapeutic services for adults with disabilities in collaboration with the Department of Developmental Disabilities and / or other agencies, to provide professional learning opportunities to educators based on best practice, to enhance equity, intercultural understanding and equal opportunity in education and to provide other high quality cost-effective services to meet the changing needs of Member Districts. The Collaborative, therefore, exists to conduct educational programs and services which shall complement and strengthen the programs of Member Districts and community partners and increase educational opportunities for children when it is determined that such programs and services can most effectively and economically be provided on a collaborative basis. The foregoing purpose includes the authority of the Collaborative, acting through its Board, to contract with corporations, individuals, associations, agencies, and/or any other entities in order to obtain and provide services for Member Districts. In addition, the Collaborative will continue to increase and expand its level of service in general education, special education, professional learning and training opportunities, research and development of innovative programs, and in any such area determined to be a need by the Member Districts.

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 of propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE III: PROGRAMS AND SERVICES TO BE OFFERED

To complement the educational programs and services of the Member Districts in a cost-effective manner, EDCO Collaborative will offer the following:

1. Day school programs and related services for students with disabilities
2. Alternative programs for at-risk students
3. Therapeutic services for adults in collaboration with the Department of Developmental Disabilities and/or other agencies
4. Clinical evaluations
5. Professional learning opportunities
6. Financial management services

7. Pupil transportation

8. Other Member District services

The above list is 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 such programs or services are in the best interest of the Member Districts, and are not inconsistent with M.G.L. c. 40, § 4E and 603 CMR § 50.00, as amended from time to time.

ARTICLE IV: GOVERNANCE

Each Member District executing this Agreement shall annually appoint the Superintendent of Schools or one School Committee Member or Charter School Board Member as a voting member of the Collaborative Board. An appointee of the Commissioner shall be a voting member of the Collaborative Board.

The Board shall provide overall management and supervision of the Collaborative. No employee of the Collaborative may serve on the Board.

The Board shall meet at least six times each fiscal year. The schedule will be determined by the Board Chairperson in collaboration with the Executive Director. Special meetings may be called for special purposes by the Executive Director with consent of the Board Chairperson or by the Board Chairperson him/herself. Meetings will be posted in accordance with M.G.L. c. 30A §§ 18-25.

A quorum for conducting business shall consist of a simple majority of the Board. A quorum is not needed to close the meeting. In order to pass any motion, a majority vote of Board Members present shall be required, except that a vote to terminate the Collaborative shall be approved in accordance with Article IX of this agreement.

The Executive Director, or designee, will act as Secretary to the Board. The Executive Director shall attend all Board meetings but shall not be entitled to a vote.

The Board shall, annually at the first meeting of the fiscal year, organize itself by electing a Chairperson and Vice-chairperson. The Chairperson may appoint standing committees and /or advisory committees of the Board as will facilitate the work of the Board.

Each Board Member shall be responsible for providing the following information to the representative's Member District in accordance with the provisions of M.G.L. c. 40, § 4E and 603 CMR 50.00, et seq.

1. Quarterly information and updates to the Member District, at an open meeting, on collaborative activities, including, but not limited to, 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
7. Any additional information as may be requested by a vote of the Member District
8. Any additional information as may be required in M.G.L. Ch. 40 § 4E, 603 CMR § 50.00, et seq. and any amendments thereto

Using its authority to establish standing committees to advise the Board in its annual business, the Board of the EDCO Collaborative shall establish an Advisory Council to the Board to meet concurrently with the Board and to provide guidance to the Board in its decisions. The Advisory Council to the Board shall consist of a Superintendent, School Committee person or Charter School Board person from each Member District, whoever is not serving currently on the Board, who shall be appointed annually by the Member District. The Advisory Council Member may receive Board materials, participate in Board discussions, and be appointed to Standing Committees of the Board. Advisory Council Members have no voting privileges on the Board.

ARTICLE V: INDEMNIFICATION

Neither the Executive Director nor any Board Member nor any Advisory Council Member nor any EDCO Collaborative administrator shall be liable to the Collaborative or to any Member District thereof for any act or omission of the Executive Director or any Board or Advisory Council Member or be held personally liable in connection with the affairs of the Collaborative except only liability arising out of his own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative or its Member Districts.

Neither the Executive Director nor any Board Member nor any Advisory Council Member nor any EDCO Collaborative administrator 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 Board or Advisory Council Member, Member District and any Executive Director 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 provisions hereof, such Board or Advisory Council Member, Executive Director or Member District shall be held personally liable. Any person dealing with the Collaborative shall 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.

The Executive Director and his/her legal representatives and each Board and Advisory Council Member and his/her legal representatives and each Member District and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid to the Collaborative, including

judgments, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such Board Member, Member District or Collaborative Administrator or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as Board or Advisory Council Member, Executive Director, Member District, or Collaborative Administrator 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 final 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 Board or Advisory Council Member, Collaborative Director or Administrator or Member District may be entitled as a matter of law or which may be lawfully granted to him/it.

ARTICLE VI: CONDITIONS OF MEMBERSHIP

Each Member District shall have the following rights and responsibilities as a member of EDCO Collaborative:

1. Each Board Member shall be entitled to a vote, which cannot be delegated to any other individual.
2. Each Board Member must attend training required by the Department of Elementary and Secondary Education as outlined in M.G.L. Ch. 40, § 4E; 603 CMR 50.05 and 603 CMR 50.12(3). Should a Board Member fail to complete the required training within the timelines set in law and regulations, notice will be given to the appointing Member District. Should the Board Member fail to complete the training within a reasonable time frame following notice to the appointing Member District, 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 Board Member completes the training or the Member District appoints a new representative.
3. No Board Member shall serve as a Collaborative Administrator or on the board of directors or as an employee of a related for-profit or non-profit organization.
4. No Board Member shall receive an additional salary or stipend for his/her service on the Board.
5. Each Member District shall contribute a membership assessment in accordance with Article VIII.

ARTICLE VII: POWERS AND DUTIES OF THE BOARD AND APPOINTED REPRESENTATIVES TO THE BOARD

EDCO Collaborative shall exist as a public entity.

The Board shall be vested with the authority to enter into agreements with Member Districts, non-member districts, charter schools or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.

The Board shall be responsible for the following, consistent with the requirements of law, regulation, and Article VIII of this agreement:

1. Ensuring adherence to this Agreement and progress toward achieving the purpose and objectives set forth in the Agreement
2. Determining the cost-effectiveness of programs and services offered by the Collaborative
3. Determining the appropriateness and cost-effectiveness of any borrowing, loans or mortgage
4. Approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate
5. Ensuring an annual report for the previous fiscal year be prepared and submitted to the Commissioner and Chair of each Member District no later than January 1 of each year
6. Ensuring that an independent financial audit is completed annually and submitted to the Chair of each Member District, the Commissioner, and the State Auditor no later than January 1of each year
7. The Board may delegate to the Treasurer the causing of an audit. The Board shall have all the powers and duties conferred and imposed upon educational collaborative boards by law and conferred and imposed upon it by this Agreement and such other additional powers and duties as are specified in M.G.L. c. 40, §4E, 603 CMR 50.00 and any amendments thereof, or as may be specified in any other applicable general or special law. The Board may adopt by-laws consistent with law and regulations and with this Agreement to govern the day-to-day operation or other appropriate matters of the Collaborative. If a particular matter is not covered by such a document, then any such matter will be handled, as the Board deems appropriate by a vote of the Board Members present and voting. 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, § 4E and 603 CMR 50.00. 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.
8. The Board may establish subcommittees such as an Executive Subcommittee and a Finance and Administration Subcommittee to expedite the work of the Board and to provide guidance and support in managing the essential functions and business of the Collaborative.
9. The Board 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, § 38G and 603 CMR 7.00, M.G.L. c. 74 and 603 CMR 4.00, and all acts and regulations amendatory thereof.
10. The Board shall appoint the Executive Director, Business Administrator, Treasurer and at least one registered nurse, and oversee the operation of the Collaborative to the end that the educational needs of students enrolled in Collaborative programs, as well as the goals of any cooperative program of the Collaborative, are met in an effective and economical way. The Board will ensure there is segregation of duties among the

Executive Director, Business Administrator, and Treasurer.

11. The Board shall have the authority to borrow money for any purpose consistent with law, regulations, and Article VIII of this Agreement, including, but not limited to, to meet ongoing payroll obligations, to finance the purchase and/or lease of any real or personal property, including equipment, land and/or a building(s) (including portables), and/or to finance any renovation, reconstruction and/or construction of any real property. The Board shall be responsible for ensuring that any borrowing, loans, or mortgages are cost-effective and 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.

12. The Executive Director shall have the day to day responsibility for all activities of the Collaborative, shall be responsible for overseeing all of its programs, shall be responsible for implementing the policies and by- laws, if any, and for developing procedures consistent with the policies of the Board. The Board may delegate the Executive Director to supervise and discipline personnel to the extent permitted by applicable law and regulation. In addition, the Executive Director shall have the authority granted by M.G.L. c.40, §4E and any amendments thereto. The Board shall complete an annual evaluation of the Executive Director in accordance with 603 CMR 50.06(2).

13. The Executive Director shall be charged with maintaining a website for the Collaborative in accordance with M.G.L. c. 40 § 4E. Said website shall include a list of Board Members, copies of Board Meeting minutes, a copy of the Collaborative Agreement and any amendments to the Agreement, a copy of the annual independent audit, a copy of the Annual Report required by 603 CMR 50.08, and contact information for the Collaborative and key Collaborative staff members.

14. The Board shall appoint a Business Administrator subject to M.G.L. Chapter 41, Sec. 52 who shall have such powers and responsibilities determined by the Board in its approved job description. Said duties are similar to those of a town accountant and are consistent with 603 CMR 50.00. The Board shall ensure that an annual evaluation of the Business Administrator occur in accordance with 603 CMR 50.06(3). The Business Manager may not be the Treasurer of the Collaborative.

15. The Treasurer who shall have such powers and responsibilities as determined by the Board and as stipulated in the Board approved job description, consistent with 603CMR 50.00. The Board shall annually evaluate the Treasurer's performance and effectiveness. No Collaborative employee or appointed representative to the Board may serve concurrently as the Treasurer. The Treasurer shall report directly to the Board.

ARTICLE VIII: FINANCIAL

A. Financial Terms:

The Board may enter into contracts to obtain the funds necessary to carry out the purpose for which the Collaborative was established.

The Collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

B. Collaborative Fund:

1. The Board shall establish and manage a fund to be known as the EDCO Collaborative Fund, herein, "the Fund".

2. The Fund shall be the depository of all monies paid by Member Districts and non-member districts and all grants, gifts, or contracts 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.

3. The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the Collaborative without further appropriation.

4. The Board must approve all payments through designated signatories voted by the Board.

5. The Treasurer may make appropriate investments of funds of the Collaborative not immediately necessary for operations, consistent with M.G.L. c. 44, § 55B.

C. Borrowing, Loans, and Mortgages:

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

1. All borrowing, loans, and mortgages shall be discussed at a public meeting of the Board.

2. The Board shall investigate options related to the terms of 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.

3. The Board shall be responsible for ensuring that the borrowing, loans, and mortgages are 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.

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

   a. 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.

   b. The Board shall provide notice to each Member District within thirty (30) calendar days of applying for real estate mortgages.

   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. (603 CMR 50.07 (9)) 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 tuition or services in accordance with M.G.L. c. 40, § 4E.

1. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5)(b)10.
2. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall determine and approve, by majority vote, the final dollar amount of the cumulative surplus.
3. 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.
4. Retained surplus may be used to support the budget in future years at the discretion of the Board.
5. Surplus funds will be distributed in proportional shares using the *Enrollment Assessment* formula articulated under Annual Member Assessment.

E. 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, § 4E, regulations promulgated by the Board of Elementary and Secondary Education, and this agreement.

By May 15 of each year, the Executive Director shall propose a budget for the upcoming fiscal year to the Board. The Board shall hold a public hearing on the proposed budget prior to its adoption at a public meeting. The Board shall adopt the final budget by an affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative budget was first proposed but no later than June 15 of the preceding fiscal year. Adoption of the budget shall require a majority vote Board.

1. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
2. 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.
3. The proposed budget shall be classified into such line items as the Board shall determine.
4. Capital: Capital is defined as fixed assets, including real property, with a unit cost of $5,000 and a useful life of one year or more, debt payments and deposits into capital reserve. All capital costs to support collaborative operations will be included in the budget. Capital costs will be included in the calculation of the annual membership assessments, tuition rates, or fees for services, depending on the program(s) which the capital cost(s) will benefit.

The Board may create a capital reserve fund to support costs associated with the acquisition, maintenance, and improvement of fixed assets, including real property, pursuant to a capital plan.

a. The establishment of a capital reserve fund shall be subject to the approval of two-thirds of the Member Districts.
b. Deposits into the capital reserve shall be proposed and approved through the budget process, based on needs determined in the capital plan.
c. In the event that the purpose for which the capital reserve was created requires modification, the collaborative Board shall revise its capital plan and provide notice to all member districts. If the member district does not vote to disapprove the revised capital plan within a 45-day period, that member district shall be deemed to have approved the revised capital plan. Two-thirds (2/3) approval of the Member Districts is required to revise the capital plan.
d. By an affirmative vote of 2/3 of the Board members, the Board may vote to charge a capital assessment for capital costs not funded through the above process or not funded from available capital reserves. This capital assessment will be determined using the Enrollment Assessment formula previously articulated below under Annual Member Assessment.

Revenues of the Collaborative shall be derived from the following sources:

F. Program Tuition: The tuition for each program shall be determined based on the projected enrollment in each program, and the cost of operating the program including salaries, benefits, overhead, and fixed costs, and program supplies and materials. Cost estimates are divided by the projected number of students to determine tuition rate. Rates are recommended by the Executive Director and approved by the Board.

Non-member districts will be charged a surcharge, not to exceed twenty (20) percent over the cost for Member Districts, to support administrative and overhead costs. The Board may waive or decrease the percentage of the surcharge or fee charged to non-member districts when doing so is determined to be in the best interest of the Collaborative.

G. Annual Membership Assessment: Member Districts shall, on July 1 of each year, be assessed an amount determined annually by the Board to offset a portion of the administrative and overhead costs of the Collaborative. The annual membership assessment will be determined using two parts. Part one is entitled *Basic Assessment* and is assigned based on school district grade configuration i.e., K-8, K-12, 9-12. It is used to offset the cost of services such as administrative roundtables. The second part entitled *Enrollment Assessment* is a formula based on the total number of students enrolled in the Member District as of October 1 of the prior calendar year (as published on the Department of Elementary and Secondary Education website, "Enrollment Data"). It is used to offset the cost of providing services such as professional learning opportunities. The two parts are added together to determine the total annual membership assessment.

H. Fees for Services: Fees for services offered by the Collaborative, as determined by the Executive Director and approved by the Board, shall be assessed to Member and Non-member districts. Fees for services shall be determined based on the projected number of users and the cost of providing services including salaries, benefits, overhead, and fixed costs, and program supplies and materials. Non-member districts will be charged a surcharge, not to exceed twenty (20) percent over the cost for Member Districts, to support administrative and overhead costs. The Board shall establish the surcharge or fee annually based on the total administrative and overhead cost of the Collaborative and may waive or decrease the percentage of the surcharge or fee when doing so is determined to be in the best interest of the Collaborative.

I. Gifts, Grants and Contributions: The Board may, from time to time, accept gifts, grants or contributions from governmental and private sources, whether in cash or in kind, which will further the purposes of the Collaborative. Revenues and expenses from grants and contracts are included in the budget presented to the Board for approval, i.e., contract with the Department of Developmental Disabilities to provide therapeutic services for adults. The Treasurer shall certify and transmit the budget and the tuition rates, membership assessment and fees-for-service for the upcoming fiscal year to each Member District not later than June 30 of the preceding fiscal year.

1. Member Districts and non-member districts shall be invoiced monthly for tuitions and fees for service. Payments are due within thirty (30) days of receipt of the invoice.

2. Member Districts shall be invoiced annually for the membership assessment. Payments are due within sixty (60) days.

3. Procedure for Amending the Budget: In the event it becomes necessary to amend the budget, the following procedure shall apply:

   a. All budget amendments shall be proposed at a public meeting of the Board, and must be approved by a majority vote of the Board to take effect. Budget amendments shall be proposed as needed. When the need for a budget amendment is determined, the amendment will first be proposed by EDCO Collaborative administration to the Finance and Administration Subcommittee for consideration and a recommendation to the full Board. Amendments and the recommendation of the Finance and Administration Subcommittee will be presented for a Board vote at the next Board meeting.

   b. Any amendment to the budget that results in an increase in the tuition rates, the membership assessment or fees-for-service shall adhere to the following procedures:

      i. All Board members 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.

ii. All amendments shall be voted on by the Board at a second public Board meeting no earlier than thirty (30) working days after the Board meeting at which the amendment was first proposed; adoption shall require a majority vote.

iii. The Treasurer shall certify and transmit the amended tuition rates, membership assessment and fees-for-service to each Member District not later than ten (10) working days following the affirmative vote of the Board.

c. The Board has the authority to reduce tuition rates, membership assessment, and fees-for-service to Member Districts and non-member districts when doing so is determined to be in the best interest of the Collaborative.

4. No part of the net earnings of the collaborative shall inure to the benefit of any member of the Board, Collaborative Administrators, 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 Board Member or Collaborative Administrator). No Board Member or Collaborative Administrator shall be entitled to share in the distribution of any of the assets upon dissolution of the Collaborative.

ARTICLE IX: METHOD OF TERMINATION

A Member District may request that the Board initiate proceedings to terminate the EDCO Collaborative 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.

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.

Prior to termination, the Board shall:

1. Cause a final fiscal audit of the Collaborative to be performed, including an accounting of all assets and liabilities (debts and obligations) of the Collaborative and proposed disposition of the same. A copy shall be made available to each Member District and to the Department of Elementary and Secondary Education.
2. Determine the fair market value of all assets of the Collaborative.
3. Determine the process for appropriate disposition of state and federal funds, equipment, and supplies.
4. Determine which Member District(s) will maintain fiscal, employee, and program records.
5. Determine the means for meeting all liabilities (debts and obligations) of the Collaborative, including obligations for post-employment benefits.
6. The Collaborative must meet all liabilities before any monies are distributed to the Member Districts.

7. Distribute surplus or reserve funds in proportional shares using the *Enrollment Assessment* formula previously articulated above under Annual Member Assessment.

8. Return individual student records to their respective school district.

9. Assets shall be sold and monies distributed in proportional shares using the *Enrollment Assessment* formula previously articulated above under Annual Member Assessment.

10. The Executive Director shall notify the Department of Elementary and Secondary Education in writing at least one hundred eighty (180) days before such termination.

11. The Board shall notify the Department of Elementary and Secondary Education of the official termination date and submit documentation required by 603 CMR 50.11 to the Department.

ARTICLE X: METHOD OF WITHDRAWAL

1. A Member District may withdraw from the Collaborative as of July 1st in any year provided that such district provides written notice to the Executive Director of the Collaborative and the Board of such intent by July 1st of the prior year with an effective date of July 1st for the withdrawal. Upon receipt of such notice, the Collaborative Agreement must be amended (see Article XII) and approved, first, by the Board, then, by a majority of the Member Districts, and finally, by the Board of Elementary and Secondary Education, 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.

2. Written notification of a Member District's intent to withdraw from the Collaborative at the end of a fiscal year shall include the following:

   a. 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

   b. A copy of the minutes from the School Committee or Charter School Board meeting at which the Member District voted to withdraw from the Collaborative.

3. An amendment to this Agreement shall be prepared to reflect changes in the Agreement caused as a result of the change in membership of the Collaborative.

4. 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 reserve funds that may have been established by the Board.

5. The withdrawing Member District must fulfill all of its financial obligations and commitments to the Collaborative.

6. A School Committee or Charter School Board that has withdrawn from the Collaborative will continue to be

liable to the Collaborative for its proportional share of liabilities and any debts, claims, demands, or judgments against the Collaborative, incurred during said School Committee's or Charter School Board's membership. or which were the responsibility of the Collaborative when that member school committee or charter school board became a member. Such proportional share is determined by the *Enrollment Assessment* formula previously articulated above under Annual Member Assessment.

7. 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.

8. 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 consistent with Article XII.

9. 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 Article IX.

ARTICLE XI: PROCEDURE FOR ADMITTING NEW MEMBER DISTRICTS

Any School Committee or Charter School Board may seek to become a Member District of the Collaborative upon a majority vote of the Board and provided that the Collaborative Agreement is amended (see Article XII) and approved by a majority of the Member Districts and the Board of Elementary and Secondary Education.

1. At least 180 days prior to the beginning of a new fiscal year, the prospective Member District shall submit in writing to the chair of the Board and the Executive Director its request to join the Collaborative.

2. Upon receipt of the prospective member district's request to join, the Board will consider the request.

3. Upon a majority affirmative vote of the Board, this Agreement shall be amended to add the new Member District.

4. The votes for approval may provide for the deferral of the admission of a new Member District until July 1 of the subsequent fiscal year.

5. The admission of a new Member District to the Collaborative 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 agreeing to be bound by all the terms and conditions thereof, and approval by the Board of Elementary and Secondary Education.

6. 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 Member Districts, and 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. If all steps for admission have been completed with the exception of approval of the Board of Elementary and Secondary Education, the new Member District may participate in meetings of the Board and receive other benefits of membership as determined by the Board,

except that the new Member District may not vote on any matter.

7. Following the approval for admission to the 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 Board.

ARTICLE XII: PROCEDURE FOR AMENDING THE AGREEMENT

This Agreement may be amended from time to time as needed, pursuant to the following procedure:

1. Any Member District, Board Member, or the Collaborative Executive Director may initiate a proposal for amendment of this Agreement.

2. The proposed amendment shall be presented in writing to the Secretary of the Board no less than ten (10) days prior to a meeting of the Board at which it shall first be read.

3. The proposed amendment shall be read a second time at the regular meeting next subsequent to its first majority reading, at which time it may be approved by a vote of the Board Members present and voting.

4. If approved by the Board, the proposed amendment shall then be submitted to Member Districts. If approved by a simple majority of Member Districts, the proposed amendment shall be submitted for approval to the Board of Elementary and Secondary Education. If approved by the Board of Elementary and Secondary Education, the proposed amendment shall become effective.

ARTICLE XIII: NON-DISCRIMINATION PRACTICES

EDCO Collaborative does not discriminate on the basis of race, color, religion, national origin, pregnancy and related conditions, gender, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, or disability, 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, applicants, staff, the general public, and individuals with whom it does business.

This Collaborative Agreement shall not be effective until approved by the Member Districts as indicated on the signatory page, and the Massachusetts Board of Elementary and Secondary Education. The Agreement is authorized by a vote of each of the Member Districts and signed by the Chairperson of each Member District.