

ACCEPT Education Collaborative

Articles of Agreement

Amended Pursuant to *MGL c 40, § 4E*

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ACCEPT Education Collaborative Agreement

Pursuant to *MGL c 40, § 4E*

PREAMBLE/ AUTHORIZATION

This document constitutes the Collaborative Agreement of the ACCEPT Educational Collaborative (hereinafter ACCEPT or the Collaborative), established pursuant to the provisions of MGL Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603 CMR 50.00.

This Agreement replaces the original Agreement dated September 1, 1976, as most recently amended on May 19, 2015, entered into by and between the School Committees and charter school boards which are listed in Section I (hereinafter, the "member districts") and will be effective on July 1, 2024 after the approval of the member districts and the Massachusetts Board of Elementary and Secondary Education as indicated on the signatory page.

SECTION I: MEMBERSHIP

All member districts will appoint their superintendents or charter school board member as their appointed representatives. The membership of the ACCEPT Education Collaborative, as of the effective date of this Agreement, includes the School Committees from the following school districts, as indicated by the Chairs of the School Committees:

- Ashland
- Dover
- Dover-Sherborn
- Framingham
- Franklin
- Holliston
- Hopkinton
- South Middlesex Regional Vocational (Joseph P. Keefe Technical)
- Medfield
- Medway
- Millis
- Natick
- Needham
- Sudbury
- Sherborn
- Wellesley
- Westborough

SECTION II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

Mission, Purpose and Focus

Since its formation in 1974, ACCEPT Education Collaborative has established trusted partnerships to promote excellence and innovation in educational practice. The mission and purpose of ACCEPT is to leverage the collective power and resources of member school districts to provide excellent, cost-effective regional programs and services to unlock the potential of students, their families, educators and

communities. ACCEPT currently offers a wide range of programs and services whose focus is to minimize the impact of student disabilities or weakness and maximize student outcomes including achievement, independence and participation in the community.

To carry out the mission and purpose of the Collaborative, ACCEPT, acting through its Board of Directors, (hereinafter the Board or Collaborative Board) may contract with corporations, individuals, associations, agencies, and/or any other entities in order to obtain and provide services for a member district. In addition, the Collaborative, with the approval of the Board, will continue to increase and expand its level of service in general and special education, occupational-vocational education, professional development and training, home based and consultative services, research and development of innovative programs, and in any such area determined to be a need of member districts if such new programs are in alignment with ACCEPT's mission, vision and core values.

Objectives of ACCEPT Education Collaborative are to:

- Deliver efficient, cost-effective and high quality programs and services that minimize the impact of student disabilities and maximize student outcomes including achievement, independence and participation in the community
- Develop and implement programs and an array of services that increase educational opportunities for students, families, educators and districts when it is determined that such programs and services can most effectively, efficiently and economically be provided on a Collaborative basis and complement, strengthen and meet the evolving needs of the member districts
- Expand program options in alignment with the mission and purpose of the Collaborative to help districts maximize cost-efficiency and program effectiveness through a Collaborative effort
- Provide safe, reliable and efficient transportation services for students with disabilities
- Offer quality professional development opportunities to general and special education teachers, administrators, and related service providers, focused on closing the achievement gap, preventing unnecessary referrals to special education and personalizing learning for students

SECTION III: PROGRAMS AND SERVICES

ACCEPT will offer cost-effective programs and services deemed appropriate by the Board that complement and supplement the educational programs and services of the member districts. ACCEPT currently provides the following services and programs:

1. Special education programs, particularly for low incidence populations
2. Special education transportation
3. Home-based parent training
4. Behavioral and educational consultation and assessment services
5. Professional development
6. Support of initiatives from the Massachusetts Department of Elementary and Secondary Education
7. Grant writing and implementation on behalf of school districts
8. Exploration and pursuit of grants and other funding to support identified needs of the member districts
9. Education technology
10. Medicaid reimbursement services

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 such programs/services are in the best interest of the member districts and are not inconsistent with this agreement and MGL c 40, § 4E and 603 CMR 50.00, et seq., as amended from time to time.

SECTION IV: GOVERNANCE

Each member district executing this Collaborative Agreement shall annually appoint the superintendent of schools or charter school board member to serve as its representative (hereinafter referred to as appointed representatives) on the ACCEPT Education Collaborative Board. The Board shall provide overall management and supervision of ACCEPT. No employee, including the Executive Director, Treasurer, and Business Manager, of the Collaborative may serve on the Board. All appointed representatives and employees shall be public employees subject to MGL c 268A, which requires compliance with the conflict-of-interest law.

It is the function and responsibility of the Board to formulate policy for ACCEPT and to oversee the operation of ACCEPT to the end that the educational needs of students enrolled in its programs are met in an effective and economical way, and that the needs of the member districts for efficient, joint programs and services are addressed.

Each appointed representative shall be entitled to one vote. A quorum for conducting business shall consist of a simple majority of the appointed representatives. A quorum is not needed to close the meeting. In order to pass any motion, a majority vote of the appointed representatives present shall be required, except that a vote to terminate the Collaborative shall require a 2/3 vote of the Board and be approved in accordance with Section XII of this Agreement. 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.

The Board shall hold at least six (6) meetings each fiscal year. The schedule for the meetings will be determined by the Board Chairperson in collaboration with the Executive Director at the last meeting of the year in preparation for the new fiscal year. The Executive Director may call special meetings for special purposes with consent of the Board Chairperson or by the Board Chairperson him/herself. Meetings will be posted in accordance with MGL c 30A §§ 18-25.

At the last Board Meeting of the year, the Board will elect a Chairperson and vice-Chairperson by a majority vote of the appointed representatives present. 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.

Each appointed representative shall be responsible for providing the following information to the representative's member district in accordance with the provisions of MGL c 40, § 4E and 603 CMR 50.00, et seq.

- Quarterly information and updates to the member district, at an open meeting, on the programs and services provided by the Collaborative
- A copy of the Collaborative Agreement and any amendments
- A copy of the annual budget and tuition rate
- A copy of the annual report and financial audit
- Notification of applications for real estate mortgages
- A copy of any capital plan approved by the Board
- Any additional information as may be requested by a vote of the member district or required in MGL c 40 § 4E, 603 CMR 50.00, et seq. and any amendments thereto

SECTION V: CONDITIONS OF MEMBERSHIP

1. Each appointed representative shall be entitled to a vote, which cannot be delegated to any other individual. 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, unless the member district is replacing the appointed representative with that individual.
2. Each appointed representative is expected to attend each Board meeting. If a representative has missed one half of the meetings within a fiscal year, the Board Chair or Vice Chair will meet with the representative to discuss the representative's attendance and determine a plan for attending Board meetings regularly.

A representative who misses two-thirds of the Board's meetings in a fiscal year will have a letter sent from the Chair or Vice Chair to the School Committee which appointed the representative detailing the lack of attendance, the need for active and regular participation in the business of the Board, and a notice that the representative's participation in the Board will become inactive. An inactive representative will not count toward a quorum and will not have voting rights on the Board but will continue to have other rights and obligations of membership. The Chair, in consultation with the representative, Vice Chair and Executive Director, will determine when an inactive member can resume regular participation on the Board.

3. Each appointed representative must complete the training required by the Department of Elementary and Secondary Education (Department), as outlined in MGL c 40, § 4E and 603 CMR 50.05. Should an appointed representative fail to complete the required training within the timelines set in law and regulations, their member district 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.
4. No appointed representative shall be eligible to serve in the positions of Executive Director, Treasurer, Business Manager or a person with responsibilities similar to those of a town accountant, or on the Board of Directors as an officer or employee of any related for-profit or non-profit organization. No employee of the Collaborative may serve on the Board of ACCEPT (603 CMR 50.06 (2) (c)).
5. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member.
6. Each member district will pay a yearly membership fee established by the Board in accordance with Section VII.

SECTION VI: POWERS AND DUTIES OF THE BOARD

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 MGL 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 is responsible for providing fiduciary and organizational oversight and accountability over the operation of the educational Collaborative including but not limited to what follows:

The Board shall:

- Be vested with the authority to enter into agreements with member and non-member districts or other Collaboratives to establish mutually beneficial programs and services or pricing arrangements.
- Ensure adherence to this Agreement and progress toward achieving the purpose and objectives set forth in the Agreement; determine the appropriateness and cost-effectiveness of any borrowing, loans or mortgages,

consistent with Section VII C; approve all expenditures, including contracts, borrowing, and the purchase and sale of real estate; and ensure an annual report and independent financial audit for the previous fiscal year be completed annually and upon approval of the Board be submitted to the Commissioner the State Auditor and Chair of each member district no later than January 1 of each year.

- Ensure the audit report is completed annually and made available on the Collaborative's website and provided upon request.
- Ensure that the Collaborative makes the annual report available on the Collaborative's website and that the Collaborative must provide a printed hard copy of the most recent annual report to members of the public upon request.
- Establish policies to support the operation of ACCEPT, and shall, from time to time, review the policies for their effectiveness and appropriateness.
- Develop/ amend policies on personnel, students, finance and internal controls, and health and nursing.
- Determine the amount of cumulative surplus revenue that may be held by ACCEPT at the end of a fiscal year consistent with the requirements of law and Section VII E of this Agreement; how and under what conditions surplus funds may be returned to member districts or credited to support Collaborative programs and services offered to member districts.
- Appoint the Executive Director, Business Manager, and Treasurer and ensure there is segregation of duties among the Executive Director, Business Manager, and Treasurer. The Board will evaluate the Executive Director and Treasurer annually.
 - o **The Executive Director** shall serve under the general direction of the Board and have the day to day responsibility for all activities of the Collaborative, and shall be responsible for development and implementation and oversight of all of its programs. The Executive Director is responsible for recruitment, retention, supervision and discipline of personnel, with the exception of the Treasurer, and shall be responsible for implementing Board policies and procedures consistent with the policies of the Board. In addition, the Executive Director shall have the authority granted by MGL c 40, §4E and any amendments thereto. The Executive Director shall maintain a website in accordance with MGL c 40 § 4E that shall include the list of appointed representatives serving on the Collaborative Board, copies of the approved Board meeting minutes, a copy of the Collaborative Agreement and any amendments, a copy of the annual report and annual independent audit, and key contact information for the key educational Collaborative staff members. The Executive Director will give public notice of the date, time, location, and agenda items of all Board meetings in accordance with the MGL c 30A, §§ 18-25 pertaining to the open meetings of state governmental bodies. Detailed, accurate records of every meeting will be kept in accordance with the law pertaining to the open meetings and made available on the Collaborative website.
 - o **The Business Manager** shall be subject to MGL c 41, Sec 52 and have the powers and responsibilities, similar to those of a town accountant and consistent with 603 CMR 50.00 and the Board approved job description. The Business Manager may not be the Treasurer of the Collaborative. The Board shall ensure an annual evaluation of such employee's performance and effectiveness.
 - o **The Treasurer**, appointed by the Board, need not necessarily be a Treasurer of a member town, or regional school district. The Treasurer is authorized, subject to the direction of the Board, to receive and disburse all monies of the ACCEPT fund without further appropriation. At the discretion of the Board, the Treasurer may make appropriate investments of ACCEPT's funds when such funds are not immediately necessary for operations, consistent with MGL c 44, § 55B. The Treasurer is also responsible for other tasks as determined by the Board and as stipulated in the Board approved job description, consistent with 603 CMR 50.00. No Collaborative employee or appointed representative to the Board may be the Treasurer. The Treasurer shall report directly to the Board. The Treasurer must give bond annually for the faithful performance of duties as Collaborative Treasurer in a form approved by the department of revenue and in a sum not less than the amount established by the Department as shall be fixed by the Board. The Collaborative Board of Directors shall annually evaluate the treasurer's performance and effectiveness.

- 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.
- Employ teachers, at least one registered nurse and other professional personnel, and shall enter into contracts for the services of persons who are necessary for the operation of ACCEPT programs and services.
- Ensure that the Collaborative shall annually prepare financial statements, including a statement of net assets (government-wide); statement of activities (government-wide); governmental funds balance sheet; governmental funds statement of revenues, expenditures, and changes in fund balance; general fund statement of revenues, expenditures and changes in fund balance, budget and actual; statement of fiduciary net assets; statement of changes in fiduciary fund net assets; and capital plan identifying current capital obligations or future planned capital projects.
- The Collaborative, acting through its Board of Directors, 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 of Directors and which the Board has found to be cost-effective and in the best interests of ACCEPT, the member districts and consistent with Section VII C of this Agreement (Subject to MGL c 30B).
- Create, amend, and repeal all by-laws, policies, and rules for the management and operation of ACCEPT. The Board has all other powers and duties consistent with MGL c 40 §4E.
- Borrow money for any purpose consistent with the terms 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.

No employee of the Collaborative may serve on the Board or shall be eligible to serve concurrently in the positions of Executive Director, Treasurer, or Business Manager or person with responsibilities similar to those of a town accountant.

SECTION VII: FINANCE

A. Financial Terms

1. Membership fees shall be assessed to each member district on July 1 of each year. Membership fees are to be used to offset the cost for administration and overhead. Each member district shall be charged membership dues based on a flat rate that offsets some of the administrative and overhead costs of the Collaborative determined annually by the Board as part of the budget process. Capital costs will be included in program fees and tuitions.
2. The remaining administrative costs of the Collaborative will be distributed across all programs operated by the Collaborative through an administration allocation expense proportionate to the operating budget for each program. The proportional share of administrative costs will be added to the operating budget of each program operated by the Collaborative.
3. The Board will set the fees, tuitions, and rates to be charged to districts for all Collaborative services annually based on the cost of providing the program or service. These include tuitions for specialized programs for students, hourly rates for therapy, evaluative, consultative, and the like services, and overhead calculations. Fees, tuitions, and rates will be calculated through the annual budgeting process for each program, including the administrative cost allocation noted in 2 above, with projections based on past usage.
4. Districts will be charged per unit of usage, e.g. per student enrolled, per hour of service delivery, per mile per student on transportation route, per participant enrolled in courses or workshops, or per district for multi-district initiatives. Each type of service may require a different schedule of billing, e.g. 3-4 times per year

for program tuitions, per use for courses/PD, monthly for transportation, etc. Non-member districts will be charged a 20% surcharge on all services to help offset the cost of Collaborative operations.

5. The Board may enter into Agreements with member and non-member districts or other Collaboratives to establish mutually beneficial pricing arrangements.
6. The Collaborative Board may apply, by an appropriate majority 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; and, the Board may accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.
7. The Board may enter into contracts to obtain the funds necessary to carry out the purpose for which the Collaborative was established.
8. The Collaborative is subject to MGL c 30B for the procurement of goods and services. Procurement awards require Board approval.

B. Collaborative Fund

The Board shall establish and manage a fund to be known as the *ACCEPT Educational Collaborative Fund* (herein, "the ACCEPT fund"). The ACCEPT fund shall be the depository of all monies paid by the 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 Collaborative and deposited in the fund.

C. Borrowing

At public meetings of the Board, the Board may authorize the borrowing of funds or enter into short- or long-term agreements or mortgages to acquire or improve real property and/or equipment to support Collaborative operations. The Board shall investigate options related to borrowing, loans, and mortgages in order to determine that the terms are the most favorable available at the time of the application. Through a majority vote, the Board will determine that the terms related to borrowing, loans, or mortgages are cost-effective and are the most favorable available at the time of the application; and shall determine, through a majority vote, that the borrowing, loans, and mortgages are necessary to carry out the purposes for which the Collaborative is established, in the best interest of the Collaborative and its member districts and consistent with the terms of the Collaborative Agreement.

In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property the Board shall provide notice to each member district within 30 calendar days of applying for real estate mortgages; and 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; see 603 CMR 50.07(8).

D. Capital Reserve Fund

ACCEPT may create a capital reserve fund to support costs associated with the acquisition, maintenance, and/or improvement of fixed assets, including real property, pursuant to a capital plan. Funds in a capital reserve fund may be used only for the project or purpose for which the account was established. The establishment of a capital reserve shall be subject to the approval of two-thirds of the member districts.

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 into the capital reserve shall be proposed and approved through the budget process.

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.

E. 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. 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 MGL c 32B, § 20, and any amounts prepaid for tuition or services in accordance with MGL c 40, § 4E.

The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5)(b) 10. 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. 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 by the Collaborative.

In the event an amount is to be refunded to the member districts, each member district share will be apportioned in accordance with the percentage of usage in the program/service area that generated the surplus for the previous fiscal year, as determined by the annual financial audit.

F. Annual Budget Preparation and Assessment of Costs

The Board shall annually determine the Collaborative budget consistent with the timelines, terms, and requirements in MGL c 40, § 4E and 603 CMR 50.00. The Board shall identify the programs or services to be offered by Collaborative in the upcoming fiscal year and the corresponding costs. In the fall of each year, the Executive Director will consult with staff, look at trends and examine the prior year profit and loss statements to formulate and project expenses for the next fiscal year to run each program. The budget assumptions are based on the mission and core values of the Collaborative. The proposed budget shall contain all planned financial activity for all programs offered by the Collaborative for the upcoming fiscal year classified into line item categories.

The line item projections include but are not limited to needed staff, supplies, rent, materials and equipment to run the program. Fees for service are determined by computing the expenses vs. the projected participation in each program for the next fiscal year. Forecasting of students that will be enrolled in special education and transportation programs in the next fiscal year is based on past history and ongoing discussions with key constituent leaders from member districts.

The projected budget and fee structure is presented to the Finance and Budget Subcommittee, a subset of the appointed representatives, for feedback and review prior to presentation to the full Board. The Board shall hold a public meeting on the proposed budget prior to its adoption and 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 May 30 of the preceding fiscal year. The Treasurer shall certify and transmit the budget and the tuition rates, membership dues and fees-for-service for the upcoming fiscal year to each member district not later than June 30 of the preceding fiscal year. Adoption of the budget shall require a majority vote of the appointed representatives to the Board.

G. Budget Amendments

The Collaborative Board must approve all budget amendments including but not limited to those that decrease the budget and move those funds across line items. Any amendment to the budget that results in an increase in the tuition rates, membership dues or fees for services shall adhere to the following procedures:

- a. All appointed representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their member districts the content of the proposed

amendment

- b. The Board at a second public meeting of the Board next following the Board meeting at which the amendment was first proposed shall vote on all amendments; adoption shall require a majority vote
- c. The Treasurer shall certify and transmit the amended tuition rates, membership dues and fees for services to each member district not later than ten (10) working days following the affirmative vote of the Board

H. Payment Terms

ACCEPT shall submit invoices to member and non-member districts for program tuitions on a quarterly basis. Fees for services to member and non-member districts will be billed on a monthly basis. Membership fees will be invoiced quarterly and paid within thirty (30) days of receipt of the ACCEPT invoice. Districts will pay for programs and services within thirty (30) days of receipt of ACCEPT's invoice.

I. Financial Accounting System

The Collaborative shall adopt and maintain a financial accounting system, in accordance with generally accepted accounting principles as prescribed by the governmental accounting standards board and any supplemental requirements prescribed jointly by the commissioner of elementary and secondary education and the commissioner of revenue, in consultation with the state auditor. At a minimum, the financial accounting system shall delineate: administration and overhead; rental of real property; program costs; capital expenditures, including fixed assets, real property or the improvement of real property; debt payments; deposits into a capital reserve; and all additional disclosures required in 50.08(2).

SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT

Any member district, any appointed representative, or the Executive Director, may initiate a proposal for amendment of this Agreement. The proposed amendment shall be presented in writing to the Executive Director of the Board no less than ten (10) days prior to a meeting of the Board at which it shall first be read. 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 two-thirds (2/3) vote of the Board. 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; following approval the proposed amendment shall become effective.

SECTION IX: PROCEDURE FOR ADMITTING NEW MEMBER DISTRICTS

A new School Committee or Charter School Board may be added to ACCEPT consistent with approval of the Board and subsequent to amendment of the ACCEPT Collaborative Agreement, consistent with the provisions of Section VIII, MGL c 40, § 4E, and 603 CMR 50.03 and Department guidelines, to reflect such membership. The applicant School Committee or Charter School Board shall apply in writing for admission to ACCEPT no later than December 31 of the fiscal year prior to the fiscal year in which the applicant School Committee or Charter School Board seeks membership. A School Committee or Charter School Board may be admitted to the Collaborative as of July 1st provided that all required approvals, including that of the Board of Elementary and Secondary Education, are obtained by the preceding April 30th prior to the fiscal year in which the new member School Committee or Charter School Board is to be admitted to the Collaborative. If the process for amendment of the ACCEPT Agreement has not been finalized by April 30th, the new member district may appoint a non-voting representative to the ACCEPT Board for the subsequent fiscal year. During the first year of membership, a newly admitted district will pay a 10% surcharge for all programs and services. During the second year of membership, the surcharge will be reduced to 5%; in the following years, member district rates will apply.

SECTION X: PROCEDURE FOR WITHDRAWAL OF MEMBER DISTRICT

Any member district may withdraw from ACCEPT at the end of any fiscal year, provided that all necessary approvals have been obtained consistent with 603 CMR 50.00 et seq. subject to the following terms:

- A. At least 180 days prior to the end of the current fiscal year, the withdrawing member district shall provide written notice to every other member district that is party to this Agreement as well as to the Executive Director of the Collaborative and the Collaborative Board of intent to withdraw.
- 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 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 to reflect changes in the Agreement caused as a result of the change in membership of the Collaborative.
- D. Upon a two-thirds (2/3) affirmative vote of the Board, the Collaborative Agreement will be amended to withdraw the exiting member district. The Collaborative Agreement shall be amended consistent with Section VIII of this Agreement. The withdrawal is not in effect until and unless 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.
- E. Upon withdrawal from the Collaborative, a former member district shall not be entitled to any assets or a portion of any assets of the ACCEPT Collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Board.
- F. Any member district who has voluntarily withdrawn from the Collaborative will continue to be liable to the Collaborative for its share of any debts, claims, demands, or judgment incurred, including obligations for post-employment benefits incurred during the district's membership in the Collaborative, against the Collaborative based on the member district's average per pupil enrollment in the Collaborative, in any Collaborative service, over the prior ten (10) fiscal years.
- G. A withdrawing member district will be charged a one-time exit fee, equal in amount to the annual membership fee established by the Board. This fee will be due prior to the end of the fiscal year that would mark the withdrawing district's final year as a member of the Collaborative.
- H. Following the final audit of that fiscal year's financial records, the withdrawing district will be reimbursed any funds that remain on balance at the Collaborative as a result of prepayments to the Collaborative by the member district for tuition or services under MGL c 40, § 4E.
- I. The withdrawal of any member district(s) at any time shall not affect the status of the Collaborative Agreement and the same shall remain in full force and effect until amended and approved by a 2/3 majority of the Board and subsequently approved by the majority of the member districts and the Board of Elementary and Secondary Education. Board.
- J. Any School Committee or Charter School Board who has voluntarily withdrawn from the Collaborative may re-apply for admission to the Collaborative in accordance with Article IX of this Agreement.

SECTION XI: PROCEDURE FOR TERMINATION OF A MEMBER SCHOOL DISTRICT

The Board may vote to initiate the termination of the membership of any member district by a two-thirds (2/3) vote of the entire voting membership of the Board. The only reasons for such action shall be:

1. The non-payment of certain obligations such as the non-payment of fees or assessments owed to the Collaborative; or
2. Any other action that would seriously jeopardize the financial stability of the Collaborative

Procedure for such termination:

1. The Executive Director of the Collaborative, with the authorization of the chairperson of the Board, must provide written notice to the member district of the facts on which any possible termination action may be based. This notice must give the member district thirty (30) days to correct the situation.
2. The member district may work with the Executive Director and the Board Chair to develop a plan to address the situation.
3. If the member district does not correct the situation within thirty (30) days, then the Board shall schedule the vote to terminate that district's membership at the next Board meeting, which is scheduled sixty (60) days after the expiration of the thirty (30) day period referenced in Paragraph 1.
4. The Executive Director shall provide written notice to the chairperson of the member district's school committee and to the superintendent of that member school district of the date and time for the meeting at which the Board will consider initiation of termination of that member district's participation in the Collaborative. The notice will include a copy of the proposed amendment to this Agreement reflecting the termination of the member district. Such written notice shall be sent by certified mail or by overnight mail, both of which require acknowledgement of receipt of the written notice. In the written notice, the Board shall invite the member district to present any and all reasons why the Board should not terminate membership.
5. Whether or not the member district appears at the Board meeting at which the initiation of termination of membership is to be discussed, the Board shall vote on the motion to initiate the termination the member district's participation in the Collaborative and on the amendment to the Agreement reflecting such termination. In order to initiate the termination of the membership, the Board must vote by two-thirds majority to do so and an amendment shall be prepared in accordance with Section VIII and submitted to the member districts and to the Board of Elementary and Secondary Education for approval. . Termination of the member district shall not be effective until the Collaborative has fully complied with Article VIII of this Agreement, the member districts have approved the amendment and the Board of Elementary and Secondary Education has approved the amendment to the Agreement.
6. The effective date of a member district's termination from the Collaborative shall take effect on the next July 1 provided that the procedure outlined in paragraphs 1-5 has been completed by April 30.
7. Upon termination from the Collaborative, a former member district shall not be entitled to any assets or a portion of any assets of the ACCEPT Collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Board.
8. Any member district of which membership has been terminated will continue to be liable to the Collaborative for its share of any debts, claims, demands, or judgment incurred, including obligations for post-employment benefits incurred during the district's membership in the Collaborative, against the Collaborative based on the member district's

average per pupil enrollment in the Collaborative, in any Collaborative service, over the prior ten (10) fiscal years.

SECTION XII: TERMINATION OF THE COLLABORATIVE AGREEMENT

The Executive Director, any appointed representative of the Board, or a member district may propose the termination of the Collaborative by submitting such a proposal in writing to the Chairperson of the Board and, 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. The Collaborative may only be terminated at the end of any fiscal year (June 30) by a two-thirds (2/3) vote of the entire Board, subject to compliance with this section of this Agreement and compliance with the closing guidelines of the Department.

Should the Board vote to initiate termination proceedings, notice must be provided to all member districts within ten (10) working days of such vote. Any Board vote to terminate the Collaborative must be confirmed by a vote of two-thirds (2/3) of the member districts. Following the affirmative votes to terminate this Collaborative Agreement, the Executive Director shall inform the member 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 along with the information required to be submitted to the Department pursuant to 603 CMR 50.11.

Prior to ACCEPT's termination, the ACCEPT Board shall arrange for a final fiscal audit of ACCEPT Collaborative. Such audit will be completed within ninety (90) days of the date of termination of ACCEPT. A copy of such audit report shall be sent to each member district and to the Department. Such audit must be completed before any assets (or liabilities) are disbursed.

By January 31 of the fiscal year in which the termination shall occur, the ACCEPT Board will:

1. Determine the appropriate disposition of the ACCEPT Collaborative funds, equipment and supplies
2. Determine the fair market value of all assets for the Collaborative, including, but not limited to, real estate, capital property, equipment and supplies owned by the Collaborative;
3. Determine the process for the appropriate disposition of federal/state funds.
4. Identify the member district responsible for maintaining all fiscal, employee and program records.
5. Identify the member and non-member district(s) responsible for maintaining student records.
6. Determine the means of meeting all liabilities (debts and obligations) of the Collaborative, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts.
7. Ensure the appropriate disposition of all assets of the Collaborative, including any unencumbered funds held by the Collaborative, and any capital property and real estate owned by the Collaborative. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the member districts based on the member district's average per pupil enrollment in the Collaborative, in any Collaborative service, over the prior ten (10) fiscal years, ensuring fairness and equity for all members.
8. Determine the plans for member districts to address the needs of students that were being addressed by the Collaborative.

No part of the net earnings of the Collaborative shall inure to the benefit of any appointed representative, Executive Director, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Collaborative by a private individual who is not a member, director or

officer of the Collaborative), and no appointed representative or officer shall be entitled to share in the distribution of any of the assets upon dissolution of the Collaborative.

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.

If the Collaborative receives a notice of intent to revoke approval of its Agreement, it shall immediately begin planning for termination of the Collaborative by providing notice to member districts and non-member districts and by following the procedures of 603 CMR 50.11.

SECTION XIII: INDEMNIFICATION

Neither the Executive Director nor any member of the Board shall be liable to the Collaborative or to any member district hereof for any act or omission of the Executive Director or any member of the Board 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 member of the Board 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 member of the Board 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 member or Executive Director 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 member and his/her 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 member of the Board or Executive Officer or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as member of the Board or Executive Officer, 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 member of the Board or Executive Officer may be entitled as a matter of law or which may be lawfully granted to him/it.

The costs of such liabilities or expenses which are not borne by the ACCEPT's insurance carriers shall be apportioned among, assessed to and paid by the member districts that were members of ACCEPT at the time of the occurrences giving rise to the liability or expenses, whether or not any such member district has thereafter withdrawn from ACCEPT, in accordance with the provisions concerning the apportionment, assessment and payment of operating costs applicable at the time of the occurrences giving rise to the liability or expense.

SECTION XIV: COMPLIANCE WITH SECTION 501(c)(3) STATUS

Notwithstanding any other provision of these articles, the ACCEPT Education Collaborative, while a public entity, 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 the carrying on of propaganda, or otherwise attempting to influence legislation, and the Collaborative shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

SECTIONXIV: NON-DISCRIMINATION

The ACCEPT Education 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. The Board's policy of nondiscrimination will extend to students, staff, the general public, and individuals with whom it does business.

The ACCEPT Education Collaborative is an Equal Opportunity Employer.

This Agreement shall take effect on July 1, 2024, and subsequent to the of approval of the member school districts and by the Board of Elementary and Secondary Education, as previously outlined in this Agreement and shall continue indefinitely. This Agreement has been approved by duly authorized votes at public meetings held by the individual School Committees and Charter School Boards whose Chairpersons have signed below.

Date of first reading: 12/13/2023

Date of second reading: 3/6/2024

Date approved by Collaborative Board of Directors: _____

Dates approved by member School Committees/Charter School Boards:

Chairperson, School Committee of Town of Ashland

Date of Vote

Chairperson, School Committee of Town of Dover

Date of Vote

Chairperson, School Committee of Dover/Sherborn
Regional School District

Date of Vote

Chairperson, School Committee of Town of Framingham

Date of Vote

Chairperson, School Committee of Town of Franklin

Date of Vote

Chairperson, School Committee of Town of Holliston

Date of Vote

Chairperson, School Committee of Town of Hopkinton

Date of Vote

Chairperson, School Committee of Town of Medfield

Date of Vote

Chairperson, School Committee of Town of Medway

Date of Vote

Chairperson, School Committee of Town of Millis

Date of Vote

Chairperson, School Committee of Town of Natick

Date of Vote

Chairperson, School Committee of Town of Needham

Date of Vote

_____ Chairperson, School Committee of South Middlesex Regional	_____ Date of Vote
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_____ Chairperson, School Committee of Town of Sudbury	_____ Date of Vote
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_____ Chairperson, School Committee of Town of Sherborn	_____ Date of Vote
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_____ Chairperson, School Committee of Town of Wellesley	_____ Date of Vote
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_____ Chairperson, School Committee of Town of Westborough	_____ Date of Vote
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Approved on behalf of the Massachusetts Board of Elementary and Secondary Education by:

_____ Commissioner	_____ Effective Date
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