

Articles of Agreement

CAPE COD COLLABORATIVE

ORIGINAL: March 1975
REVISED: June 2, 1983
REVISED: December 1987
REVISED: April 3, 1992
REVISED: April 20, 1993
REVISED: June 14, 2006
REVISED: **April 2015**

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DEFINITIONS

1. The Agreement: The Articles of Agreement of the Cape Cod Collaborative.
2. Appointed Representative: A member of the school committee or charter school board of a Member School District appointed by that Member School District to serve as a voting member of the Collaborative Board of Directors.
3. Assessed Fees: All fees charged by the Collaborative to a Member School District in a fiscal year, including but not limited to per-pupil tuition cost, a membership fee for participation in the Collaborative, transportation use fees, and ancillary services fees.
4. Board of Directors: The governing body of the Collaborative comprised of the appointed representatives of the Member School Districts and the representative of the Commissioner of Elementary and Secondary Education.
5. Budget: The formal financial accounting prepared annually by the Collaborative as required by M.G.L. c. 40, § 4E and 603 CMR 50.07. At a minimum, the Budget shall include line items for operating expenditures, capital expenditures, debt service payments and deposits to capital reserve.
6. The Collaborative: Cape Cod Collaborative.
7. Member School Districts: Municipal and regional school committees, and charter school boards of directors, as listed in Article III, who are parties to this Agreement.
8. Spending Plan: The informational financial projection and cost allocation plan prepared annually or at the request of the Board of Directors by the Collaborative staff, which demonstrates the expected expenditures of the Collaborative, anticipated revenues, allocations, and projected costs by program. The Spending Plan is based upon the Budget and forms the basis for the assessed fees.

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9. Voting Rights:

The rights of the appointed representatives of the Member School Districts to vote on issues before the Board of Directors. These rights may be suspended by a majority vote of the appointed representatives when a Member School District has not paid assessed fees, as defined in Article 9.3, within sixty (60) days of rendered bill, or has missed two (2) consecutive Board meetings and/or indicates an inability to regularly attend Board Meetings, in accordance with Article 4.9.2. These rights may also be suspended voluntarily in accordance with Article 3.5.

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ARTICLE I

AUTHORITY TO ASSOCIATE AND NAME

- 1.1 This Agreement to associate by the school committees and charter school boards of directors listed in Article 3.1, referred to hereafter as Member School Districts, is made pursuant with authority contained in Chapter 40, Section 4E of the General Laws of Massachusetts, as most recently amended, and 603 CMR 50.00. This Agreement replaces the Agreement of March 1, 1975, and any or all of its subsequent amendments/revisions.
- 1.2 The name of the organization formed by this Agreement is the Cape Cod Collaborative, hereafter referred to as “the Collaborative.”
- 1.3 This document will be effective upon the approval of the Member School Districts and the Board of Elementary and Secondary Education (“BESE”) as indicated on the signature page.

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ARTICLE II

MISSION, PURPOSE, FOCUS, OBJECTIVES

2.1 The Mission of the Cape Cod Collaborative is to provide, as an interdependent collaboration of Member School Districts, a flexible, evolving range of high quality, cost-effective programs and services.

2.2 The Purpose of the Collaborative is:

- A. To conduct joint educational programs and services which permit the Member School Districts to supplement and strengthen school programs for students with or without special needs.
- B. To provide specialist services and transportation services to support programs operated by the Collaborative and to other programs on behalf of Member and Non-Member School Districts.
- C. To provide vocational, prevocational, behavioral intervention, developmental skill training, enrichment programs, and educational programs to students with and without disabilities; and
- D. To provide services, consistent with applicable laws and regulations, to Member and Non-Member School Districts that strengthen and supplement the educational programming and educational opportunities of the communities including, but not restricted to:
 - Professional development activities for staff
 - Programming for gifted and talented students
 - After-school and summer programming
 - Professional consultation & assistance
 - Assistance with employment searches
 - Educator Licensure assistance
 - Vocational/occupational exploratory and major trade/technical course concentrations in collaboration with Chapter 74 schools
 - Procurement coordination and assistance
 - Regional coordination of educational activities, programming and services supportive of school districts, including, but not limited to:
 - Public day school programs and services for students with low-incidence disabilities
 - Professional Development activities for educators
 - Professional Development activities for staff providing services for schools

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- Professional Development activities for providers of early childhood services.
 - Job-a-like groups for professional development and regional coordination of activities
 - Procurement Coordination
 - Procurement Consultation
 - Administration Assistance
 - Employment Search and consultation services
 - Transportation Services
 - Facilities Management Services
 - Any other programs and services that may be provided and/or coordinated on behalf of the Member School Districts as may be permitted by statute.
- 2.3 This Agreement is based upon the premise that some programs and services for Member School Districts can be accomplished more economically, effectively and efficiently through the Collaborative than could be accomplished by each Member School District providing these services independently.
- 2.4 The Objectives of the Cape Cod Collaborative are:
- A. To enhance and expand learning opportunities to meet the diverse needs of all students;
 - B. To enhance and expand professional development that meets and anticipates Member School Districts' needs;
 - C. To strengthen our relationships and partnerships with Member and Non-Member School Districts; and
 - D. To maintain communication, governance structures, and practices that regularly assess needs of Member School Districts, provide collaborative solutions and monitor the effectiveness of those solutions.
- 2.5 The Focus of the Collaborative is to provide a range of programs and services, including but not limited to those listed in Article 2.2(D) above, to Member and Non-Member School Districts in a cooperative manner that provide quality, effectiveness and efficiency.
- 2.6 This Agreement shall take effect upon the approval of the Member School Districts and BESE and shall continue until terminated, revoked or amended. The Agreement is authorized by a vote of each of the Member School Districts and signed by the Chair of each Member School District and their appointed representative.
- 2.7 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

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be carried on by an entity exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code.

- 2.8 No part of the net earnings of the Collaborative shall inure to the benefit of any member of the Board of Directors, trustee, director, officer of the Collaborative, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Collaborative by a private individual who is not a member, trustee, director, or officer of the Collaborative), and no member of the Board of Directors, trustee, or officer shall be entitled to share in the distribution of any of the assets on dissolution of the Collaborative.
- 2.9 No substantial part of the activities of the Collaborative shall be 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.

ARTICLE III

MEMBER SCHOOL DISTRICTS, ADMISSION, WITHDRAWAL
REMOVAL, VOTING RIGHTS, AND TERMINATION

3.1 The Member School Districts of the Collaborative are:

Barnstable	Nantucket
Bourne	Nauset Regional School District
Brewster	
Cape Cod Regional Vocational Technical School District	Orleans
	Provincetown
Dennis / Yarmouth Regional School District	Sandwich
Eastham	Truro
Falmouth	Upper Cape Cod Regional Vocational Technical School District
	Wareham
Mashpee	Wellfleet
Martha's Vineyard Regional School District	
Monomoy Regional School District	

3.2 ADMISSION

- A. At least 180 days prior to the beginning of a new fiscal year, any school committee or charter school board wishing to become a member of the Collaborative ("applicant member") shall apply in writing to the Board of Directors, indicating the affirmative vote of its school committee or charter school board to request membership.
- B. Upon receipt of the applicant member's notification of intent to join the Collaborative, the Board of Directors will consider the request.
- C. The Board of Directors may vote to amend the Agreement to accept the admission of any applicant member by majority affirmative vote.
- D. The Agreement shall be amended in a manner consistent with Article X.
- E. The admission of a new Member School District to the Collaborative shall become effective only after the approval by the current Member School Districts and the applicant member's school committee or charter school board of an amendment to the Agreement agreeing to be bound by all the terms and conditions thereof, and approval by BESE.

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- F. The applicant member may be admitted to the Collaborative as of July 1st of any year provided that all required approvals, including BESE approval, are obtained by the preceding April 30th of the fiscal year prior to the fiscal year in which the applicant member is to be admitted to the Collaborative. The authorizing votes of the Member School Districts may provide for the deferral of said admission until July 1 of a subsequent fiscal year. The applicant member may appoint a non-voting representative to the Board of Directors during the period between their approved acceptance and the following July 1st.
- G. Upon admission of an additional Member School District, its appointed representative shall become a member of the Board of Directors and shall exercise full voting privileges of the Board of Directors under the provisions of Article IV.

3.3 WITHDRAWAL

- A. A Member School District may withdraw from the Collaborative at the end of a fiscal year by vote of its school committee or charter school board. Notice of withdrawal, including a copy of the minutes of the school committee/charter school board meeting that includes a recording of the vote to withdraw, must be sent, in writing, to the Executive Director at least six (6) months prior to the effective date of withdrawal.
- B. The Executive Director must provide written notification of such intent to the Commissioner of Elementary and Secondary Education. An amendment to the Agreement shall be prepared in accordance with Article X to reflect the changes in the Agreement caused by the change in membership of the Collaborative. The Board of Directors must approve this amendment reflecting said withdrawal by a majority vote.
- C. In order to be effective on July 1 of a fiscal year, the amendment must be approved to reflect the withdrawal of any Member School District by the Member School Districts and by the BESE by April 30th of the prior fiscal year.
- D. Upon the effective date of the withdrawal from Collaborative membership, the term of office and voting rights and all other authorities of the appointed representative(s) serving on the Board of Directors from the withdrawing Member School District(s) shall be terminated.
- E. When a Member School District withdraws, all associated assets (encumbered and unencumbered funds, equipment and supplies) shall remain the property of the Collaborative, unless otherwise allocated to a

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Member School District by specific agreement, as is explained and defined in Article 9.11. If deemed necessary by the Board of Directors, the withdrawing Member School District shall execute any and all documents to effect a relinquishment of all claims which have been contributed by the withdrawing Member School District.

- F. A Member School District that withdraws from the Collaborative must fulfill all of its financial obligations and commitments to the Collaborative before withdrawal. A Member School District that withdraws from the Collaborative will continue to be liable for its pro-rata share (as defined in Article 3.6.E.6) of any debts, claims, demands, or judgments against the Collaborative incurred during said Member School District's membership, including obligations for post-employment benefits.
- G. Upon withdrawal, the withdrawing Member School District shall be reimbursed any funds prepaid to the Collaborative by the Member School District for tuition or services under M.G.L. c. 40, § 4E. The withdrawing Member School District will not be entitled to any surplus funds, as defined in Article IX, if available.

3.4 REMOVAL/INVOLUNTARY SUSPENSION OF VOTING RIGHTS

- A. In the event that assessed fees have not been paid within sixty (60) days of the date of rendered bills, and/or the Member School District has in some way failed to meet attendance or financial obligations as indicated in this Agreement, written notice of possible suspension of voting rights shall be sent to the Member School District by the Executive Director, on behalf of the Board of Directors.
- B. The Member School District will have 45 calendar days from the date of the notice to respond in writing to the notice and resolve the issue(s) noted.
- C. In the event that the issue(s) remain unresolved beyond the 45-day period, the voting rights of any appointed representative may be suspended by a majority vote of the Board of Directors.
- D. Upon remediation or a majority vote of the Board of Directors, the voting rights for any appointed representative may be restored.

3.5 VOLUNTARY SUSPENSION OF VOTING RIGHTS

- A. When a Member School District indicates an inability to regularly attend Board of Directors meetings, the Member School District may request, in writing, to have its voting rights suspended for a set period of time, not to

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exceed one year. Upon such a request, the Chair of the Board of Directors shall inform the appointed representatives of the request at the next meeting of the Board of Directors and the voting rights of that Member School District shall be suspended for the requested period. During this period, the suspended Member School District's appointed representative will not be counted towards a quorum, as defined in this Agreement. The Member School District shall still continue to be responsible for all obligations associated with Collaborative membership.

- B. At the end of the specified term for voluntary suspension, or if the Member School District indicates an ability to regularly attend meetings, the right to vote shall be immediately reinstated to the Member School District.

3.6 TERMINATION OF COLLABORATIVE

- A. Any Member School District may request that the Board of Directors initiate proceedings to terminate this Agreement by giving written notice of its intent to terminate to every other Member School District at least six (6) months before the end of the current fiscal year.
- B. A 2/3 vote of the Board of Directors is required to initiate termination proceedings. Should the Board of Directors vote to initiate termination proceedings, notice must be provided to all Member School Districts within ten (10) business days of such vote.
- C. The Executive Director shall notify BESE of the date of the termination of the Collaborative no less than thirty (30) days prior to the effective date of termination.
- D. Following the affirmative votes of all the Member School Districts to terminate the Agreement, a final independent audit will take place and will be provided to all appointed representatives and Member School Districts, as well as to the Commissioner of Elementary and Secondary Education.
- E. Prior to termination, the Board of Directors shall:
 - 1) Determine the fair market value of all assets of the Collaborative, including, but not limited to, real estate, capital property, equipment and supplies owned by the Collaborative;
 - 2) Determine the process for appropriate disposition of federal/state funds;
 - 3) Identify the Member School District responsible for maintaining all fiscal records of the Collaborative;
 - 4) Identify the Member School District(s) responsible for maintaining employee, and program records;

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- 5) Ensure records relating to individual students are returned to the sending school districts;
 - 6) Determine the means of meeting all liabilities (debts and obligations) of the Collaborative, including any obligations for post-employment benefits. The means of meeting these liabilities shall be apportioned pro-rata basis. This pro-rata share shall be calculated based upon each Member School District's financial participation in Collaborative programming over the last five (5) fiscal years. Member School Districts shall be proportionally responsible for their share of past liabilities based upon their proportional financial participation in the Collaborative over this period, unless certain liabilities are directly attributable to a particular district (i.e., extraordinary expenses as defined in Article 9.11). All liabilities must be met before any assets or funds are distributed to Member School Districts;
 - 7) From time to time, assets and equipment (i.e., buses) may be procured to primarily or exclusively benefit one Member School District, as explained in Article 9.11. Any such assets or equipment shall be obligated to that Member School District for the purpose of determination of the distribution of any asset or liability associated with those particular assets;
 - 8) Distribute surplus funds or capital reserve funds to the Member School Districts on a pro-rata basis, as defined in Article 9.8;
 - 9) Ensure 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 of Directors determines otherwise, all assets shall be sold and the monies shall be distributed to the Member School Districts on a pro-rata basis, based upon each Member School District's financial participation in Collaborative programming over the last five (5) fiscal years prior to vote to terminate; and
 - 10) Any remaining cash, property and/or funds received in accordance with an outside contract, grant, or other award, will be disposed in accordance with the regulations and or agreements associated with the granting of such property or funds to the Collaborative.
- F. In the event of dissolution, all of the remaining assets and property of the Collaborative, after payment of necessary expenses thereof, shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1986, or

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corresponding provisions of any subsequent Federal tax laws, and shall be returned to the Member School Districts, as indicated in Article 3.6.E of this Agreement.

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ARTICLE IV

CAPE COD COLLABORATIVE BOARD OF DIRECTORS

- 4.1 The governing body of the Collaborative shall be the Board of Directors (“Board of Directors”).
- 4.2 Each Member School District shall annually appoint one (1) person from its school committee or charter school board to serve as its representative on the Board of Directors (“appointed representative”).
- 4.3 Each appointed representative is entitled to one (1) vote on the Board of Directors.
- 4.4 The affirmative vote of the majority of the appointed representatives present at any meeting of the Board of Directors shall be required to decide any question, including the adjournment of a meeting.
- 4.5 If a vacancy occurs on the Board of Directors, the Member School District from which said vacancy has occurred shall appoint a successor to serve for the remainder of the term of said vacancy.
- 4.6 Each appointed representative of the Board of Directors shall serve at the pleasure of the Member School District that he/she represents.
- 4.7 The Board of Directors shall have entire charge, control and management of the Collaborative, its property and business, personnel (both professional and non-professional), and may exercise all or any of its powers at its discretion. The power to delegate any or all of its powers to the extent permitted in statute and regulation, rests with the Board of Directors.
- 4.8 The Board of Directors shall adopt policies consistent with the law, the regulations adopted by BESE, and this Agreement, which will govern the day-to-day operation of the Collaborative, including, but not limited to, policies relative to personnel, students, finance and internal controls, health and nursing.
- 4.9 The Board of Directors shall meet at least six (6) times annually. The Board of Directors shall meet regularly during the months of September through June (and in July and August as needed) at the dates and times to be determined.
 - 4.9.1 Each appointed representative is expected to attend each Board of Directors’ meeting.

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- 4.9.2 When an appointed representative misses two (2) consecutive Board of Directors' meetings and/or indicates an inability to regularly attend Board of Directors' meetings, voting rights may be suspended in accordance with the process outlined in Article III.
- 4.9.3 All meetings of the Board of Directors shall be conducted in compliance with M.G.L. c. 30A, §§ 18-25, the Open Meeting Law.
- 4.9.4 The meetings shall be conducted in accordance with Robert's Rules of Order, newly revised, subject to the special rules which have been, or may be, adopted by the Board of Directors, provided said rules are not in conflict with provisions of applicable law and regulations.
- 4.9.5 As allowed by applicable law and regulations, the Board of Directors may elect to allow remote participation of appointed representatives due to exceptional circumstances, such as geography and/or weather impediments. Remote participation shall require, among other requirements, a quorum to be physically present at the site of the meeting and shall also require advance notice to ensure appropriate audio and video arrangements.
- 4.9.6 Public notice shall be given of the date, time and location of all meetings in accordance with the Open Meeting Law. Detailed, accurate records of every meeting shall be adopted and kept in accordance with the Open Meeting Law and made available on the Collaborative website.
- 4.10 Sub-committees shall be formed as deemed necessary by the Board of Directors to facilitate the work of Board of Directors. The Chairperson will appoint all committees of the Board of Directors unless the Board of Directors votes to elect such committees.
- 4.11 At any meeting of the Board of Directors, a quorum shall be defined as at least a majority of appointed representatives. This majority must be comprised of at least two (2) members of the Executive Committee as defined in Article 5.8.
- 4.12 At any meeting of the Board of Directors with a quorum in attendance (as defined in Article 4.11), a majority of the appointed representatives present may take action on behalf of the Board of Directors, unless a larger number is required by law or this Agreement.
- 4.13 An appointed representative shall not delegate his/her powers or send a representative in his/her place as a voting member of the Board of Directors.

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- 4.14 The Board of Directors shall include a representative appointed by the Commissioner of the Massachusetts Department of Elementary and Secondary Education, with voting capacity consistent with laws and regulations.
- 4.15 Each appointed representative shall be responsible for providing timely information and updates to its Member School District and for providing information as required or requested in accordance with 603 CMR 50.04.
- 4.16 Each appointed representative shall be required to complete the training required by the Department of Elementary and Secondary Education, as outlined in M.G.L. c. 40, § 4E, 603 CMR 50.05, and 603 CMR 50.12(3), within sixty (60) days of initial appointment and every six (6) years thereafter. Should an appointed representative fail to complete the necessary training in the proscribed time frame, the Member School District shall automatically become an inactive appointed representative of the Board of Directors, but shall continue to have all other rights and obligations of membership. The Member School District shall become an active member and voting rights shall be reinstated once the appointed representative completes the training, if the lack of training was the only reason for suspension of voting rights.
- 4.17 The Board of Directors shall establish and maintain an internet website in accordance with M.G.L. c. 40, § 4E that shall include at a minimum:
- a list of the appointed representatives on the Board of Directors;
 - copies of the minutes of open meetings held by the Board of Directors;
 - a copy of the Agreement and any amendments;
 - a copy of the annual report and independent audit as required by 603 CMR 50.08; and
 - contact information for key educational Collaborative staff members.
- 4.18 Appointed representatives shall be public employees subject to M.G.L. c. 268A.
- 4.19 No appointed representative shall serve on the board of directors or as an officer or employee of a related for-profit or non-profit organization. The executive director, treasurer, and business manager shall not serve as an appointed representative, officer, or employee of any related for-profit or non-profit organization. No employee of an educational collaborative shall be employed at any related for-profit or non-profit organization.
- 4.20 No appointed representative shall receive an additional salary or stipend for his/her service as a member of the Board of Directors.

ARTICLE V

OFFICERS AND EXECUTIVE COMMITTEE

- 5.1 Only appointed representatives of the Board of Directors shall be eligible for candidacy and appointment to the following offices, to be elected at the Annual June Meeting:
- Chairperson
Vice-Chairperson
- 5.2 Officers shall be elected by the appointed representatives of the Board of Directors to a term specified for the office and shall serve until each successor has been elected and assumes office.
- 5.3 The Executive Director, hired in accordance with Article VII, shall be responsible for conducting the election of officers until such time as a Chairperson is duly elected and assumes office.
- 5.4 The duties of officers shall be such as are implied by their respective titles and are specified by the Board of Directors.
- 5.5 No appointed representative of the Board of Directors shall hold more than one office at a time.
- 5.6 Vacancies in office shall be filled at the next meeting of the Board of Directors. An officer shall be elected to said vacancy and shall serve for the remainder of the term.
- 5.7 An officer may be removed from office by vote of eight (8) appointed representatives present and voting at a formal meeting of the Board of Directors. Intent to remove any officer shall be announced to the appointed representatives of the Board of Directors at least two (2) weeks prior to the Board of Directors meeting.
- 5.8 An Executive Committee, composed of the Chairperson, Vice-Chairperson, and five (5) additional appointed representatives, shall be elected at the Annual June meeting.

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ARTICLE VI

ADMINISTRATIVE BOARD AND STAFF ASSOCIATION

- 6.1 The Administrative Board (a professional advisory council composed of a Superintendent or designee from each Member School District) shall meet as called, and may make recommendations to the Board of Directors concerning any aspect of the Collaborative's operation. The Administrative Board may be represented at Board of Directors' meetings by the Chairperson of the Administrative Board or her/his designee. The Executive Director shall be responsible for providing necessary information (i.e., program and financial data) to the Administrative Board.
- 6.2 The Staff Association may be represented at Board of Directors' meetings by the Chairperson of the Staff Association or her/his designee.
- 6.3 Representatives of the Administrative Board and the Staff Association shall not be appointed representatives and/or members of the Board of Directors, and, accordingly, shall NOT be entitled to vote on any or all actions before the Board of Directors.
- 6.4 Representatives of the Administrative Board and Staff Association may be invited to attend when the Board of Directors moves into Executive Session.

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ARTICLE VII

COLLABORATIVE STAFF

- 7.1 The Board of Directors shall employ an Executive Director who shall serve under the general direction of the Board of Directors and be responsible for administering and coordinating the over-all activities of the Collaborative.
- 7.2 The Executive Director shall receive pay for said position and responsibility, and may be compensated for travel and administrative expenses connected with Collaborative business and other duties essential to the performance of her/his role as determined by the Board of Directors.
- 7.3 As chief administrator, the Executive Director will fulfill responsibilities as stated in job description presented at time of hire and included in the contract with the Executive Director.
- 7.4 The Board of Directors shall annually evaluate the Executive Director's performance and effectiveness in implementing the programs, policies and goals of the Collaborative.
- 7.5 The Board of Directors shall hire a Business Manager or an employee with responsibilities similar to those of a town accountant who shall be subject to M.G.L. c. 41, § 52 and who shall not be eligible to hold the office of Treasurer.
- 7.6 At the June meeting of the Board of Directors, the appointed representatives shall appoint a:
- Treasurer
Secretary
- 7.7 The Board of Directors may compensate the Treasurer for his/her services as Collaborative Treasurer in such amount as it may determine.
- 7.8 The Treasurer shall give bond annually for the faithful performance of her/his duties in a form approved by the Commissioner of the Massachusetts Department of Revenue and in such sum (not less than the amount established by said Commissioner) as shall be fixed by the Board of Directors.
- 7.9 The Treasurer shall be responsible for managing all receipts and disbursements through the collaborative fund and performing such duties as are required by the Board of Directors, M.G.L. c. 40, § 4E, and implementing regulations. The Board of Directors shall evaluate the Treasurer's performance and effectiveness annually.

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- 7.10 No appointed representative shall serve as the Treasurer, Executive Director, Business Manager, or person with responsibilities similar to those of a town accountant. There must be a segregation of duties among these individuals.
- 7.11 The Board of Directors may compensate the Secretary to the Board for his/her services as Secretary in such amount as may be determined.
- 7.12 The Collaborative shall retain at least one school nurse to support Collaborative students and shall provide such nurse with all proper facilities for the performance the school nurse's duties.

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ARTICLE VIII

APPROVAL OF PROGRAMS AND SERVICES

- 8.1 The Administrative Board shall indicate to the Executive Director the number of students to be enrolled in Collaborative programs and services to be provided for the succeeding year, by March 1st of the preceding year, if possible.
- 8.2 The Executive Director will summarize the information referred to in Article 8.1, and present it to the Board of Directors at its April meeting.
- 8.3 The Executive Director will consult with the Directors of Special Education of Member School Districts concerning the Member School Districts' specific individual and collective needs for programs and services. Final decision on the provision of any program or service will be made by the Executive Director, with appeal of any decision to the Board of Directors.

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ARTICLE IX

FINANCIAL ARRANGEMENTS

- 9.1 All costs for student transportation to and from the Collaborative programs shall be the responsibility of the sending Member or Non-Member School District.
- 9.2 The Collaborative shall adopt and maintain a financial accounting system, in accordance with generally accepted accounting principles as prescribed by the governmental accounting standards board and any supplemental requirements prescribed jointly by the Commissioner of Elementary and Secondary Education and the Commissioner of Revenue, in consultation with the State Auditor. At a minimum, the financial accounting system shall delineate:
- administration and overhead;
 - rental of real property;
 - program costs;
 - capital expenditures, including fixed assets, real property or the improvement of real property;
 - debt payments;
 - deposits into a capital reserve; and
 - all additional disclosures required in 603 CMR 50.08(2).
- 9.3 Each Member School District shall be responsible annually for its assessed fees for participation in the Collaborative. If financial conditions allow, the Board of Directors may waive part or all of the annual assessed fees in any given fiscal year.
- 9.3.1 A Spending Plan shall be created for each program and shall consist of all operational costs, capital costs, and administrative costs. Administrative costs shall be apportioned among each program based upon a ratio specifically indicated in the Spending Plan.
- 9.3.2 "Administrative costs" include salaries of administrative and support personnel, rent, utilities, travel and miscellaneous office expenses as approved by the Board of Directors.
- 9.3.3 Per-student tuition rate by program equals (=): approved program Spending Plan divided (/) by the number of students expected in that program. The per-student tuition rate for each Member School District will be determined by the number of students the Member School District has enrolled in each program of the Collaborative.
- 9.3.4 Per-student tuition rates by program will be assessed only to those Member and Non-Member School Districts participating in each program.

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- 9.3.5 Member and Non-Member School Districts will be billed the tuition costs for programs at the beginning of each quarterly period. Payment of these fees shall be due within 30 days of invoice.
- 9.3.6 In the event of withdrawal or enrollment of a student at any time during the quarterly period, pro-ration of the period tuition costs shall be reviewed by the Administrative Board and a recommendation made to the Board of Directors.
- 9.3.7 Member School Districts will be billed at the beginning of each quarter for anticipated use of ancillary services. Payment shall be due within 30 days of invoice. "Ancillary services" includes occupational therapy, physical therapy, professional development, speech therapy, nursing services, and one on one (1:1) aides, or any other services not covered by tuition costs such as those defined in Article 2.2(D) of this Agreement. At the end of each quarter, actual use of ancillary services will be computed and adjustments will be made to previous billing on the bill of the following quarter. Costs for ancillary services for each Member School District will be determined by the hours of such services received by the Member School District. The hourly rate will be determined based upon the projected cost of service delivery.
- 9.3.8 The Board of Directors may establish "buy-in" fees to be paid by new Member School Districts to reflect the capital costs that have previously been incurred by the Collaborative and Member School Districts. These fees will be established by the Board of Directors based on actual and projected administrative and capital expenditures with a look back period of five (5) fiscal years based on the number of Member School Districts.
- 9.3.9 Per-student costs for transportation shall be developed utilizing a rate construction that includes the following factors:
- Pro-rata administrative costs, as defined in Article 9.3.
 - Daily vehicle costs shall be allocated for each route by vehicle type including capital costs, fuel costs and maintenance costs.
 - Capital costs shall be assigned dependent upon the acquisition and depreciation schedules for that type of vehicle.
 - Fuel costs shall be assigned based upon the mileage for each route considering the fuel efficiency of each type of vehicle
 - Maintenance costs shall be assigned to vehicles on a per-mile basis, based upon the type of vehicle
 - Insurance costs for vehicles shall be allocated to each vehicle on a daily basis

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- Labor costs for each route shall be determined based upon the annual rate schedule approved by the Board of Directors. Labor associated with each route shall consider the following factors.
 - Hourly wages
 - Benefits assigned
 - Payroll taxes and/or other legally required personnel costs
 - Examples:
 - Workers' Compensation Insurance
 - Unemployment Insurance
 - Other Post-Employment Benefits
 - Projected training and operational costs associated with labor management
- Sharing of "route costs" shall be determined for each route based upon students assigned for the particular route.
 - Per student costs shall consider the allocation of transportation monitor costs only to students/districts that require transportation monitors.
 - Per student costs within a route shall be allocated based upon the proportion of "live miles" utilized for that student within the total "live miles" for that route.
- Any variance from the established process for determination of transportation rates may be approved by the Board of Directors and memorialized in a Memorandum of Agreement with the associated school district(s). Any variances will be based upon the specific needs of the Member or Non-Member School Districts and their relative usage of transportation services.

9.3.10 Transportation costs shall be billed to the Member and Non-Member School Districts on a monthly basis. The payment of transportation costs shall be expected within sixty (60) days from the date of the rendered bill.

9.3.11 "Membership dues" shall be assessed to each Member School District on an annual basis and billed to each Member School District at the start of each fiscal year. The amount of the fee shall be determined by the Board of Directors and shall be based upon the financial needs of the Collaborative for the upcoming fiscal year. This fee shall be assessed based upon the Member School District enrollment as reported in the most recent Department of Elementary and Secondary Education October 1 report. Payment shall be due within 30 days of invoice. These fees shall be deposited into the Collaborative Fund and shall be appropriated by the Board of Directors and will be used for administrative and program development costs associated with the development of new collaborative program.

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- 9.4 The rates for Non-Member School Districts may include fees at a rate to be established through the budget process and approved by the Board of Directors. These non-member fees shall not exceed fifteen (15%) percent of the assessed fees established for Member School Districts. These fees help to cover the administrative and program development costs associated with the development and operation of Collaborative programs. These fees shall be deposited into the Collaborative Fund and be appropriated by the Board of Directors through the budget process.
- 9.5 The fiscal year begins on July 1 and ends June 30. The Budget for the next fiscal year shall be established by the Executive Director and shall be reviewed by the Administrative Board and the Administrators of Special Education.
- 9.5.1 The Collaborative is a governmental entity that enters into agreements with Member School Districts, Non-Member School Districts, other collaboratives, other governmental entities and non-governmental entities to establish and operate programs and provide services that are beneficial to Member School Districts. The Annual Spending Plan and Budget for the Collaborative represents the projected expenses and revenues associated with the provision of programs and services for the associated fiscal year. Variations in expenditures and revenues are expected throughout the fiscal year.
- 9.5.2 The Board of Directors shall annually determine the Budget consistent with the timelines, terms and requirements of M.G.L. §40, Section 4E, regulations promulgated by BESE, and this Agreement.
- (a) By the May meeting of each year, the Board shall propose a Budget for the upcoming fiscal year. The Board shall identify the programs and services that are expected to be offered in the upcoming fiscal year and the associated costs as well as projected revenues.
- (b) The Budget shall be classified into such line items as the Board of Directors shall determine, but, at a minimum, shall delineate amounts for operating expenditures, capital expenditures, debt service payments and deposits to capital reserve.
- 9.5.3 The Budget will be proposed at a public meeting of the Board of Directors and notice shall be posted at least ten (10) working days before the date of the Board of Directors' meeting where the Budget will be discussed.
- 9.5.4 The Board of Directors shall adopt the final Budget by an affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board of Directors' meeting at which the Collaborative

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Budget was first proposed, but not later than June 30th of the fiscal year preceding the fiscal year for which the Budget is proposed.

- 9.5.5 The Board of Directors may apply, through an appropriate vote, for state, federal, corporate or foundation grants, and may enter into contracts to obtain the funds necessary to carry out the purpose for which the Collaborative was established.

- 9.6 The Board of Directors shall maintain a fund to be known as the Cape Cod Collaborative Fund (“Collaborative Fund”).
 - 9.6.1 The Collaborative Fund shall be the depository of all monies paid by the Member and Non-Member School Districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, other municipalities or any other source; all such monies shall be paid directly to the Collaborative Board of Directors and deposited in the Collaborative Fund.
 - 9.6.2 The Treasurer, subject to the direction of the Board of Directors, shall receive and disburse all money belonging to the Collaborative, without further appropriation.
 - 9.6.3 All payments must be approved by the Board of Directors.
 - 9.6.4 The Treasurer may make appropriate investments of funds of the Collaborative not immediately necessary for operations consistent with M.G.L. Ch. 44 § 55B.
 - 9.6.5 The Collaborative Fund shall include restricted funds and unrestricted, general funds. Restricted Funds shall include Capital Reserve Funds. The Capital Reserve Funds shall be established in accordance with 603 CMR 50.07(10) and approved by the Board to support the acquisition, maintenance, and/or improvement of real or fixed property. The establishment of a Reserve Fund shall require approval by two-thirds (2/3) of the Member School Districts and shall also include a limit upon the balance to be held in the Capital Reserve Fund. Each Capital Reserve Fund shall be consistent with an approved Capital Plan and shall be utilized only for the purposes for which the particular Capital Reserve Fund was established.
 - 9.6.6 The Collaborative Fund shall not include monies that are deposited into an “Other Post-Employment Benefit” (OPEB) Trust Fund.

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- 9.7 The Board of Directors shall ensure that the Collaborative completes and files an annual report and an annual independent audit no later than January 1 of each year.
- 9.7.1 The Board of Directors shall review and approve the audit and annual report by a majority vote.
- 9.7.2 The Board of Directors shall ensure that annual reports and annual independent audits are filed with appropriate governmental agencies and posted on the Collaborative website.
- 9.7.3 The Board of Directors shall ensure that the collaborative shall annually prepare financial statements, including:
- a statement of net assets (government-wide);
 - a statement of activities (government-wide);
 - a governmental funds balance sheet;
 - a governmental funds statement of revenues, expenditures, and changes in fund balance;
 - a general fund statement of revenues, expenditures and changes in fund balance, budget and actual;
 - a statement of fiduciary net assets;
 - a statement of changes in fiduciary fund net assets; and
 - a capital plan identifying current capital obligations or future planned capital projects.
- 9.8 Unexpended general funds, as defined in 603 CMR 50.00, at the end of the fiscal year, plus any previous years' surplus funds, as determined through the financial statements, will be considered "cumulative surplus."
- 9.8.1 The determination of cumulative surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(10), funds deposited in trust in accordance with M.G.L. c. 32B, § 20, and any amounts prepaid for services or tuitions in accordance with M.G.L. c. 40, § 4E.
- 9.8.2 The Board of Directors will retain no more than twenty-five percent (25%) in cumulative surplus.
- 9.8.3 The Board of Directors shall discuss the annual audit results of the previous fiscal year and shall determine and approve, by a majority vote at a Board of Directors' meeting, the final dollar amount of the cumulative surplus (as defined in 603 CMR 50.00), if any.

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9.8.4 The Board of Directors shall determine whether any cumulative surplus will be retained by the Collaborative or whether all or some portion will be refunded to Member School Districts.

9.8.5 In the event an amount is to be refunded to the Member School Districts, each Member School District's share will be apportioned in accordance with the proportional financial commitment (use) of the service associated with the amount of the determined surplus for that program, to the extent such funds can be apportioned based on financial statements (for example, tuition surplus would be committed to those Member School Districts participating in tuition programs that generate an identified surplus, transportation surplus would be committed to the Member School Districts participating in the transportation areas that generated an identified surplus). When the program or service that generated the surplus cannot be identified, the surplus will be distributed pro-rated, based upon each Member School District's total financial participation in the Collaborative over the past five (5) fiscal years. Capital reserve funds will be distributed in the same manner.

9.9 The Member School Districts may individually apply for and receive outside reimbursements for their assessed fees.

9.10 No bonded indebtedness is authorized by this Agreement.

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

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

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

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- a. the Board of Directors shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board of Directors prior to the meeting of the Board of Directors at which the final vote is taken;
 - b. the Board of Directors shall provide notice to each Member School District within thirty (30) calendar days of applying for real estate mortgages; and
 - c. the Board of Directors shall approve such action by a majority vote.
- 9.11 Any extraordinary expenses (i.e., required instructive or adaptive technology, unexpected staff costs, the procurement of additional, dedicated buses, etc.) incurred on behalf of a Member School District may be allocated to that Member School District. The Board of Directors shall determine whether an expense incurred by the Collaborative was incurred on behalf of a Member School District, and whether said expenses shall be borne by that Member School District. In all cases, the Member School District will be made aware of this expense prior to it being incurred. Special agreements may be created with the Member School District to memorialize these extraordinary expenses. If such expenses result in an amendment to the Budget, the process outlined in this Article will be followed.
- 9.12 The Treasurer shall certify and transmit the Budget, tuition rates, membership dues and fees for services for the upcoming fiscal year to each Member School District not later than June 30th of the fiscal year preceding the fiscal year for which the Budget has been passed.
- 9.13 All Budget amendments shall be proposed at a public meeting of the Board of Directors
- (a) Any amendment that does not result in an increase in assessed fees may be approved at a meeting of the Board of Directors by a majority vote.
 - (b) Any amendment that results in an increase in assessed tuitions and/or membership fees shall adhere to the following procedures:
 1. All appointed representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their Member School Districts the content of the proposed amendment.
 2. All amendments that result in an increase in assessed fees shall be voted on by the Board of Directors at a second public meeting; adoption shall require a majority vote at a meeting of the Board of Directors
 3. The treasurer shall certify and transmit the amended assessed tuition and/or membership fees to each Member School District not

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later than ten (10) working days following the affirmative vote of the Board.

- (c) Transportation charges will vary based upon the formula outlined in this Article. Information associated with the allocation of the charges based upon the transportation rate shall be shared with each Member School District in each invoice. The Board shall, in compliance with the procedure outlined in this Article, approve all amendments to these fees.

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ARTICLE X

AMENDMENTS TO THE AGREEMENT

- 10.1 This Agreement may be amended by a two-thirds vote of the appointed representatives of the Board of Directors, provided that the substance and purpose of the amendment shall be included in the notice and agenda of the Board of Directors' meeting at which it is to be discussed and that no action shall be taken on such amendment until at least thirty (30) days following its initial discussion and further, that the amendment is in accordance with Chapter 40, Section 4E, of the General Laws of Massachusetts and 603 CMR. 50.00.
- 10.2 All amendments shall be approved by a majority of the Member School committees and shall be submitted to the Board of Elementary and Secondary Education for review and approval.
- 10.3 Any amendments to the Agreement altering the fiscal responsibilities of the Member School Districts will not take effect until the fiscal year following the said vote.
- 10.4 No amendments to the Agreement may be voted on by the Board of Directors during the final month of a fiscal year.
- 10.5 Member School Districts shall not delegate the authority to approve Collaborative Agreements or amendments to the Agreement to any other person or entity.

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ARTICLE XI:

INDEMNIFICATION

- 11.1 Neither the Executive Director nor any appointed representative shall be liable to the Collaborative or to any Member School District hereof for any act or omission of the Collaborative or any appointed representative 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 of the Collaborative or its Member School Districts.
- 11.2 Neither the Executive Director nor any appointed representative or Member School District shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind or, 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 of performance thereof and each appointed representative, Member School 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 appointed representative, Executive Director or Member School District shall be held personally liable.
- 11.3 Any person dealing with the Collaborative shall be informed of the substance of this provision except that any such person need not be informed of the indemnification contained herein and, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.
- 11.4 The Executive Director and his legal representatives and each appointed representative and his legal representatives and each Member School 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 appointed representative, Member School District or Executive Director or his/its legal representatives may be made a party or otherwise involved by reason or his/its capacity as appointed representative, Executive Director or Member School District, except only liabilities and expenses arising out of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative as finally adjudged in such action or, in the event of settlement or termination of such action without final adjudication, as determined by independent counsel for the Collaborative.

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- 11.5 Said right of indemnification shall be in addition to any other rights to which such appointed representative or Executive Director or Member School District may be entitled as a matter of law or which may be lawfully granted to him/her.

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ARTICLE XII:

NON-DISCRIMINATION

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

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ARTICLE XIII:

ADJUNCT MEMBERSHIP STATUS

- 13.1 The Collaborative may, by a majority vote of the Board of Directors, admit a school district as an adjunct member district of the Collaborative. The status may be terminated at any other time upon a two-thirds vote of the entire Board of Directors.
- 13.2 Adjunct Membership is defined as having no representation on the Board of Directors and the adjunct member district shall not be included in any agreement language or financial procedures regarding withdrawal or termination of the Collaborative.
- 13.3 The adjunct member district shall have fewer rights than Member School Districts, but more rights than non-members in the placement of students into Collaborative programs.
- 13.4 The adjunct member district may have representation on the Administrative Board and other Committees operating within the Collaborative that are represented by a designee from Member School Districts, but the adjunct member district shall have no voting rights.

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Board of Directors – Date of First Reading: 11 February 2015

Board of Directors – Date of Second Reading 10 June 2015

Board of Directors:

Date of Approval of Cape Cod Collaborative Articles of Agreement: 10 June 2015

Terri A. Shadewios

Co-Chairperson

[Signature]

Co-Chairperson

Dates Approved by Member School Districts:

Barnstable School Committee:

2 December 2015

Date

[Signature]
Chairperson

[Signature]
Collaborative Board Representative

Bourne School Committee:

6 January 2016

Date

[Signature]
Chairperson

[Signature]
Collaborative Board Representative

Brewster School Committee:

15 June 2015

Date

[Signature]
Chairperson

[Signature]
Collaborative Board Representative

Cape Cod Regional Technical School Committee:

22 Oct 2015

Date

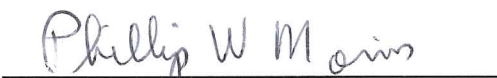
[Signature]
Chairperson

[Signature]
Collaborative Board Representative

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Dennis-Yarmouth Regional School Committee: 21 September 2015
Date


Chairperson


Collaborative Board Representative

Eastham School Committee:

28 May 2015
Date


Chairperson


Collaborative Board Representative

Falmouth School Committee:


23 June 2015
Date


Chairperson


Collaborative Board Representative

Mashpee School Committee:

23 September 2015
Date


Chairperson


Collaborative Board Representative

Martha's Vineyard Regional School Committee: 15 December 2015
Date


Chairperson


Collaborative Board Representative

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Monomoy Regional School Committee: 26 August 2015
Date


Chairperson


Collaborative Board Representative

Nantucket School Committee: 6 October 2015
Date


Chairperson


Collaborative Board Representative

Nauset Regional School Committee: 28 May 2015
Date


Chairperson


Collaborative Board Representative

Orleans School Committee: 28 May 2015
Date


Chairperson


Collaborative Board Representative

Provincetown School Committee: 8 December 2015
Date


Chairperson


Collaborative Board Representative

Sandwich School Committee: 9 December 2015
Date


Chairperson


Collaborative Board Representative

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Truro School Committee:

23 June 2015

Date


Chairperson


Collaborative Board Representative

Upper Cape Regional Technical School Committee: 8 October 2015
Date


Chairperson


Collaborative Board Representative

Wareham School Committee:

08 July 2015

Date


Chairperson



Collaborative Board Representative

Wellfleet School Committee:

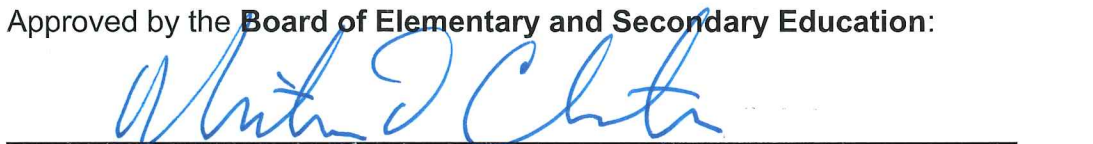
28 May 2015

Date

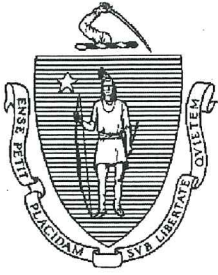

Chairperson


Collaborative Board Representative

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


Commissioner of the Department of Elementary and Secondary Education

3-25-16
Date



Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000
TTY: N.E.T. Relay 1-800-439-2370

Mitchell D. Chester, Ed.D.
Commissioner

March 24, 2016

Paul C. Hilton, Executive Director
Cape Cod Educational Collaborative
418 Bumps River Road
Osterville, MA 02655

Re: Amended Collaborative Agreement

Dear Executive Director Hilton:

On behalf of the Board of Elementary and Secondary Education, I am happy to inform you that I have approved the amended collaborative agreement for the Cape Cod Educational Collaborative.

The collaborative agreement was amended as required by recent amendments to M.G.L. c. 40, § 4E and new regulations, 603 C.M.R. 50.00. The collaborative is comprised of the following member school committees: Barnstable, Bourne, Brewster, Eastham, Falmouth, Mashpee, Nantucket, Orleans, Provincetown, Sandwich, Truro, Wareham, Wellfleet, and the Cape Cod Vocational Technical Region, Dennis-Yarmouth Region, Martha's Vineyard Region, Monomoy Region, Nauset Region, and Upper Cape Cod Vocational School Districts.

Please inform the Collaborative Board of Directors of this approval and request that they inform their member school committees. Please also assure your board of our continued support of your collaborative efforts to supplement and strengthen the programs of your member school committees.

Thank you for your assistance throughout this process. Should you have any questions, please contact Christine Lynch, Director of Regional Governance, at 781-338-6520.

Sincerely,


Mitchell D. Chester, Ed.D.
Commissioner of Elementary and Secondary Education

c: Debra Comfort, Associate General Counsel
Christine M. Lynch, Director of Regional Governance