

REGIONAL EDUCATIONAL ASSESSMENT AND DIAGNOSTIC SERVICES  
(READS)

COLLABORATIVE AGREEMENT

This Agreement is entered into pursuant to the General Laws, Chapter 40, Section 4E, as most recently amended by Chapter 631 of the Acts of 1985, and as may be amended by Chapter 631 of the Acts of 1985 and as may be amended by future legislative acts, by and between the School Committees (hereinafter known as Members) of: Abington, Berkley, Bridgewater-Raynham Regional School District, Carver, Dighton-Rehoboth Regional School District, East Bridgewater, Freetown-Lakeville Regional School District, Marion, Mattapoisett, Middleborough, Rochester, Taunton, and West Bridgewater, acting for and in behalf of their respective cities, towns, or regional school districts under the name of Regional Educational Assessment and Diagnostic Services (hereinafter known as the Collaborative). This Agreement is to take effect July 1, 2011.

I. Purpose

Said organization is organized exclusively for charitable and educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

The Collaborative shall conduct and/or provide programs and/or services for, but not limited to, special needs children, needs assessment and recommendations, and in-service education.

In addition, the Collaborative shall provide diagnostic testing, evaluation, and recommendation in a variety of areas, including, but not limited to, medical, psychological, educational, audiological, ophthalmological, speech and language, and physical and occupational therapy. Such programs and/or services shall maximize cost efficiency and program effectiveness through a collaborative effort.

II. The Collaborative Board of Directors

1. The Collaborative shall be managed and operated by a Board of Directors (hereinafter known as the Board.)
2. The Board shall be comprised of the Superintendent, or his/her designee, of each of the Members and an individual appointed by the Department of Education who shall serve in an advisory capacity.
3. Each of the Directors, except the representative from the Department of Education, shall be entitled to one vote on any matter which comes before the Board.

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4. The Board shall have all the powers and duties conferred and imposed upon educational collaborative boards by law, Department of Education policy, and this Agreement.
5. The Board shall establish an advisory committee known as the Middle Management Team, comprised of each Member Special Education Administrator. The purpose of the Middle Management Team shall be to advise the Board regarding programmatic issues related to the special education of students enrolled in the Collaborative.
6. The Board shall meet quarterly, or as necessary, to conduct its business, one meeting of which shall be a joint meeting with the Middle Management Team, which shall be comprised of Special Education Directors of Member districts.
7. A majority of Directors shall constitute a quorum at any meeting. A majority vote of the quorum shall be necessary to pass any resolution, policy or procedure brought before the Board, except in those cases where a majority vote or a unanimous vote of the entire Board is necessary under the stipulations provided for within this Agreement.
8. The Board shall conduct all meetings in accordance with Chapter 39, Section 23 A, B, C of the Massachusetts General Laws (Open Meeting Law).
9. The Board shall select and employ an executive officer (hereinafter known as the Executive Director), who shall serve under the general direction of the Board and who shall be responsible for the daily operation and supervision of the Collaborative.

### III. The Educational Collaborative Trust Fund

1. The Board herein agrees to establish and manage an educational collaborative trust fund, known as the Regional Educational Assessment and Diagnostic Services Trust Fund (hereinafter known as the Fund).
2. All monies contributed by Members, and all gifts from the Federal Government, State Government, charitable foundations, private corporations, non-member municipalities, or any other source, shall be paid to the Board and deposited in the Fund.

### IV. Treasurer

1. The Board shall appoint an appropriate individual to serve as the Treasurer of the Fund. Said Treasurer shall be authorized, subject to the direction of the Board, to receive and distribute all monies of the Fund without further appropriation.
2. The Treasurer shall give bond annually for the services he/she performs as the Collaborative Treasurer in a form approved by the Department of Revenue and in such sum, not less than the amount established by said Department, as shall be fixed by the Board.

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3. The Board may, in its discretion, pay compensation to the Treasurer for his/her services.
4. No Member of the Board shall be eligible to serve as Treasurer of the Collaborative. However, the Treasurer may be a treasurer for one of the Members. The Treasurer shall not have a vote on any resolution, policy, or procedure to make appropriate investments of the monies of the Fund consistent with the provisions of Chapter 44, Section 54.

### V. Assessment of Costs

1. The assessment of costs to Members for Collaborative programs and services shall be determined on a per-pupil basis annually. Any programs and/or services funded through Federal, State, or other non-member funding sources need not be assessed on a per-pupil basis.
2. The annual share of each member municipality and district for assessment and membership shall be determined on a per-pupil basis and shall be paid within thirty (30) days of date of bill. The annual share of tuition shall be determined on a per-pupil basis and shall be paid on a quarterly percentage basis on or before the dates indicated, respectively:
  - i. July 1 – 25%
  - ii. October 1 – 25%
  - iii. January 1 – 25%
  - iv. April 1 – 25%
3. The Board shall not be restricted from assessing Members an additional or lesser amount if appropriate, in the aforesaid fiscal year, or in assessing Members in subsequent fiscal years. All apportionments for program costs shall be applicable for the fiscal year beginning July 1 of each year and ending June 30 of each year.
4. The Board reserves the right to determine payment procedures and schedules in accordance with sound accounting practices.
5. The Board shall have the authority to borrow money in anticipation of income up to ninety (90) days to meet ongoing payroll obligations. A school committee of any city, town, or regional district may authorize the prepayment of tuition for any educational program or service of the Collaborative, to the Treasurer of the Collaborative, for a period not to exceed three (3) months. The policy of the Board is to bill school committees of participating cities, towns, or regional districts on a quarterly basis, ninety (90) days in advance, pursuant to the above-described regulations.
6. The Collaborative shall pay all its accrued debts within thirty (30) days of the notification/receipt of said bills, by Board approval of bill warrants on a monthly basis.

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### VI. Non-Member Communities

1. The programs and/or services offered by this Agreement may be made available to children from municipalities and districts who are not parties to this Agreement only if the particular program/service to which entrance/utilization is sought can entertain the addition of another child without burdening or interfering in any way with the program/service, operation/delivery.
2. There will be a fifteen (15) percent surcharge on a per-pupil basis for programs/services provided to non-member municipalities or districts, said surcharge to be reviewed annually by the Board.

### VII. Summer Session

The Board reserves the right to develop a summer session (from approximately July 1 through August 31) or an appropriately extended year for the program development or services pursuant to this Agreement. Cost and payment for these programs/services will be determined by the Board.

### VIII. Power to Employ

1. The Collaborative shall be deemed a public employer and have the authority to employ personnel, including teachers, to carry out the purposes and functions of the Collaborative.
2. No person shall be eligible for employment by the Board as an instructor of children with severe special needs, teacher of children with special needs, teacher, guidance counselor, or school psychologist, unless such person has been granted a certificate by the Massachusetts Department of Elementary and Secondary Education under the provisions of Chapter 71, Section 38C, or Chapter 71A, Section 6, or an approval under the regulations promulgated by the Massachusetts Department of Elementary and Secondary Education under Chapter 71B or Chapter 74 with respect to the type of position for which he/she seeks employment provided, however, that nothing herein shall be construed to prevent the Board from prescribing additional qualifications. The Board may request an exemption from the requirements of this section to employ certified or approved personnel when compliance therein would, in the opinion of the Board, constitute a great hardship.

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### IX. The Board's Ability to Legally Obligate the Collaborative

1. Except as the Board may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts, and other obligations made, accepted, or endorsed by the Collaborative shall be signed by the President or by the Treasurer.
2. Any recordable instrument purporting to affect an interest in real estate, executed in the name of the Collaborative by two of its officers, of whom one is the President or Vice President and the other is the Treasurer or an Assistant Treasurer, shall be binding on the Collaborative in favor of a purchaser or other person relying in good faith on such instrument notwithstanding any inconsistent provisions of the Agreement.

### X. Payment of the Collaborative's Liabilities

1. The Members, Directors, and Officers of the Collaborative shall not be personally liable for any debt, liability, or obligation of the Collaborative.
2. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the Collaborative may look only to the funds and property of the Collaborative for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Collaborative.

### XI. Membership

Any school committee of any area city, town, or regional school district may apply for membership to the Collaborative by giving written notice of such request to join to the attention of the President of the Board. Such written request shall be brought before the Board for discussion and action. The request will be reviewed and a decision will be rendered within approximately sixty (60) days of the receipt of the written request to become a member. A new member may be accepted only by the unanimous vote of the entire Board, subject to the approval of the Member school committees and by acceptance of the Agreement by the new members. New memberships shall take effect only at the beginning of a fiscal year. Notice of the admission of a new member will be provided to the Commissioner of Education through the appropriate regional education center thirty (30) days prior to the effective date of the admission of the new member.

### XII. Termination of Membership

1. Any Member may terminate its membership in the Collaborative at the end of a fiscal year, provided that such Member gives written notification of its intent to withdraw its

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membership to every party to this Agreement on or before December 31 of that fiscal year.

2. The Board shall determine what, if any, monies, equipment, or supplies should be deemed unencumbered and should be returned to said Member and shall direct the Treasurer to distribute said unencumbered funds, equipment, and/or supplies to the Member.
3. The Commissioner of Education shall be notified at least thirty (30) days in advance of the effective date of the Member's termination of its membership.

### XIII Termination of the Educational Collaborative

1. In order for the Collaborative to be terminated, the Members must vote unanimously to terminate this Agreement.
2. The termination shall be effective at the end of a fiscal year, and the date to terminate must be on or before December 31 of that fiscal year.
3. Upon termination, all unencumbered funds held by the Treasurer shall be distributed to the Members on a pro rata basis.
4. All programmatic/student records shall be turned over to and be kept by the appropriate Members.
5. Fiscal records shall be maintained by the person acting as Treasurer prior to the termination of this Agreement.
6. The Commissioner of Education shall be notified at least sixty (60) days prior to the effective date of the termination of this Agreement.

### XIV. Withdrawal of Membership

If a Member withdraws its membership during a fiscal year not in accordance with Article XII, it shall forfeit its annual share in accordance with the following: The withdrawing Member shall forfeit twenty-five (25) percent of its annual share if it shall withdraw between the dates of payment of said annual share as provided in Article V.

### XV. Amending This Agreement

1. Any and all subsequent amendments and/or revisions to this Agreement voted by the Board shall be subject to the approval of the Members.
2. The Commissioner of Education shall be notified of amendments at least thirty (30) days prior to their anticipated effective date.
3. The amendments shall not become effective until approved by the Commissioner of Education.

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XVI. Effective Date

This Agreement shall take effect on July 1, 2011, subject to the approval of the Commissioner of Education and shall continue in full force and effect until terminated, amended, or revised as provided for herein.

This Agreement is authorized by a vote of the Members by the Members' designated representatives.

WITNESS the Members (Chairpersons of the respective school committees) whose signatures appear below.

Abington Public School District \_\_\_\_\_  
Name Date

Berkley Public School District \_\_\_\_\_  
Name Date

Bridgewater-Raynham Regional School District \_\_\_\_\_  
Name Date

Carver Public School District \_\_\_\_\_  
Name Date

Dighton-Rehoboth Regional School District \_\_\_\_\_  
Name Date

East Bridgewater Public School District \_\_\_\_\_  
Name Date

Freetown-Lakeville Regional School District \_\_\_\_\_  
Name Date

Marion Public School District \_\_\_\_\_  
Name Date

Mattapoissett Public School District \_\_\_\_\_  
Name Date

Middleboro Public School District \_\_\_\_\_  
Name Date

Rochester Public School District \_\_\_\_\_  
Name Date

Taunton Public School District \_\_\_\_\_  
Name Date

West Bridgewater Public School District \_\_\_\_\_  
Name Date

Commissioner of Education \_\_\_\_\_

