

**MEMORANDUM OF UNDERSTANDING  
SOUTHEAST COLLABORATIVE REGIONAL ORGANIZATION (SCRO)  
REGION FIVE**

This Memorandum of Understanding (“MOU”) is entered into on this 1<sup>ST</sup> day of July 2017 (“Effective Date”), by and between the Educational Collaboratives in the MOEC Region 5, all organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the “MOU Parties”.

**RECITALS**

WHEREAS, the MOU Parties are regional public multi-service agencies designed to develop, manage, and provide special education and other types of specialized services to meet the unique needs of their member districts;

WHEREAS, the MOU Parties are aware that statewide policy makers and educational leaders in search of solutions to the growing crisis in education have been focusing on ways to consolidate school district services in order to build capacity, maximize educational dollars and increase the quality of education;

WHEREAS, the MOU Parties recognize that regionalization is one solution and some smaller districts are already developing partnerships with compatible neighboring districts that may lead them to consolidate;

WHEREAS, the MOU Parties are aware that some local district leaders are searching for alternative pathways to increase capacity and save educational dollars without having to sacrifice the identity and culture of local schools;

WHEREAS, the MOU Parties recognize that in many districts, capacity could be generated and dollars saved through the expanded use of collaboratives to increase cost efficiencies and improve outcomes for students;

WHEREAS, the MOU Parties recognize that they collectively represent a synergism of resources and expertise that exceeds any that individual districts are able to demonstrate and that a regional collaborative organization will combine the responsiveness and creativity of individual collaboratives with the benefits of increased cost efficiencies;

WHEREAS, the MOU Parties have determined that the creation of a regional collaborative organization serving MOEC Region 5 is in the best interest of the Commonwealth and their member districts; and

WHEREAS, the MOU Parties desire to set forth the following terms and conditions of the regional organization upon which the MOU Parties can rely.

## OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual agreements contained in this MOU, the MOU Parties hereby agree among themselves, as follows:

### I. Name and Purpose of the Organization

1. The name of the regional collaborative organization shall be the Southeast Collaborative Regional Organization (SCRO), an unincorporated entity.<sup>1</sup>
2. The SCRO is made up of the Educational Collaboratives in MOEC Region 5 and school districts who are members of those Collaboratives.
3. The purpose of the SCRO is to operationalize an alternative approach to regionalization that involves the leveraging of the Educational Collaboratives in Region 5 rather than the consolidation of school districts in order to:
  - Increase quality of education in each local district by creating a wealth of combined expertise;
  - Maximize education dollars through consolidation of resources such as professional development and technology;
  - Build capacity within member districts through the sharing of management, instructional and support personnel;
  - Share knowledge, information, and best practices among members;
  - Acquaint state and local leaders, policymakers, and the public with the role Educational Collaboratives play in promoting high quality, cost-effective school districts; and
  - Provide linkages with MOEC as the state-level collaborative organization and with the national organization of Educational Collaboratives.

### II. Membership

1. Eligibility for Membership: Membership shall be open to any Educational Collaborative of MOEC Region 5 and its member school districts.
2. Establishing Governing Committee: Each Collaborative shall be eligible to appoint one Superintendent member to serve with the Executive Director on the Governing Committee.
3. Categories of membership: The Governing Committee shall have the authority to establish and define categories of membership.

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<sup>1</sup> **Unincorporated Entity** An unincorporated nonprofit organization consists of two or more members joined by mutual consent to carry out a charitable, educational, religious, literary or scientific purpose of its members.

4. Annual dues: Each collaborative will be required to pay the annual dues established by the Governing Committee to the identified fiscal agent per member district to support the initiatives of the SCRO. Continued membership is contingent upon being up-to-date on membership dues.

### **III. Meetings**

1. Annual Membership meeting: The annual membership meeting of this organization shall be held in the fall of each year. At the annual meeting, members shall recommend priorities to the Governing Committee for the SCRO for the coming year.
2. Special Membership meetings: Special meetings may be called by the Governing Committee and notice will be given to all members.
3. Determining Program Priorities: Consensus will be sought on issues of SCRO priorities and direction; decisions can be made by simple majority.

### **IV. Governing Committee**

1. Composition and Size: The Governing Committee shall have up to sixteen members, comprised of the Executive Directors of eight of the Educational Collaboratives in MOEC Region 5, who will serve as the "Operating Committee," and eight Superintendents from member school districts of those collaboratives, one member per collaborative. Committee members receive no compensation.
2. Selection and Terms: The Collaborative Director members shall serve a term whose duration corresponds to the duration of that position. The Superintendent members shall serve two year terms, but are eligible for reappointment. Superintendent members of the Governing Committee shall be selected through a procedure determined by the Collaborative and its board.
3. Governing Committee Role: The Governing Committee shall be responsible for overall policy, institutional decision-making and direction for the SCRO, including the following:
  - Establishment of and amendment to the SCRO governance structure, policies, protocols and standard operating procedures
  - Execution of the SCRO Memorandum of Understanding among the eight Collaboratives on an annual basis
  - Establishment of SCRO membership categories and any changes to categories
  - Communication with MA Department of Elementary and Secondary Education and the MA Legislature about the SCRO

4. **Governing Committee Meetings:** The Governing Committee shall meet or confer by phone, internet, or other means at least quarterly. The Governing Committee may make such rules and regulations covering its meetings and protocols for its decision-making as it may in its discretion determine necessary. A quorum for decision making will be at least 40% of Committee membership.
5. **Convening Officer and Duties:** In June of each year, the Governing Committee shall appoint a Collaborative Director to be the Convener of the SCRO Governing Committee for the following fiscal year. The Convener shall be responsible for the following duties which may, as needed, be delegated to other SCRO members:
  - Chair and facilitate Governing Committee meetings, including agenda preparation, note-taking and follow-up
  - Oversee and coordinate SCRO project-based decision-making on designation of SCRO regional projects and appointment of project leads/fiscal and administrative agents
  - Serve as initial SCRO contact for DESE on regional initiatives pending appointment of project lead
  - Serve as default SCRO fiscal agent pending appointment of project-based fiscal agent

## **V. Operating Committee**

1. **Composition and Size:** The Operating Committee shall be comprised of the 8 Collaborative Executive Directors serving on the Governing Committee.
2. **Term:** The Collaborative Director members shall serve a term whose duration corresponds to the duration of that position.
3. **Role:** The Operating Committee shall function as the SCRO executive committee and shall be responsible for project-based decision-making, including the following:
  - Designation of SCRO regional projects
  - Appointment of SCRO project leads and fiscal/administrative agents on a project basis
  - Maintenance of SCRO membership information and collection of membership dues
  - Maintenance of SCRO organizational records and institutional funding
  - Communication about SCRO projects with collaboratives, and through collaboratives, with districts, and through district superintendents, with town boards and committees and voters
4. **Operating Committee Meetings:** The Operating Committee will meet or confer by phone, internet, or other means monthly. The Operating Committee may

make such rules and regulations covering its meetings and protocols for its decision-making as it may in its discretion determine necessary. A quorum will be at least 5/8 Committee members

5. Convening Officer and Duties: The Collaborative Director holding the two-year MOEC Region 5 Representative position shall be the Convener of the SCRO Operating Committee, and such position shall change as the MOEC Representative position changes. The Convener shall be responsible for the following duties which may, as needed, be delegated to other SCRO members:

- Chair and facilitate Operating Committee meetings, including agenda preparation, note-taking and follow-up
- Assist the Governing Committee Chair to oversee and coordinate SCRO project-based decision-making on designation of SCRO regional projects and appointment of project leads/fiscal and administrative agents
- Serve as initial SCRO contact for local collaborative directors on requests coming from school districts
- Serve as SCRO secretary responsible for keeping records of Governing Committee and Operating Committee actions.

## **VI. Standing Committees**

The Governing Committee may create committees as needed. All chairs of committees shall be appointed by the Governing Committee. The purpose of the committees is to develop proposals and recommendations for review and decision-making by the Governing Committee and to provide on-going oversight and implementation of SCRO function areas.

1. The Policy Development Committee shall be responsible for developing protocols and standard operating procedures for communication, convening, coordination, collaboration, consolidation, and compensation for administrative and fiscal services on behalf of the SCRO.
2. The Outreach Committee shall be responsible for developing implementation/stakeholder engagement plans and fostering communication via established channels and new web-based vehicles and for developing written outreach materials and SCRO website
3. The Performance Management Committee shall be responsible for development and oversight of region-wide performance measurements, data collection and accountability system.
4. The Conflict Resolution Committee shall be responsible for developing informal and transparent procedures for resolving conflicts internally and a mechanism to external conflict resolution resources if needed.

**VII. Term and Renewal**

1. This MOU shall remain in effect for a period commencing on the Effective Date and shall terminate on June 30, 2018.
2. This MOU may be renewed by mutual consent and in a writing executed by the MOU Parties.
3. This MOU may be terminated by mutual consent of the MOU parties.

IN WITNESS WHEREOF, the MOU Parties hereto have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

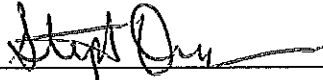
BI-COUNTY COLLABORATIVE:

  
Arlene Grubert, Executive Director

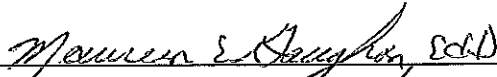
CAPE COD COLLABORATIVE:

  
Paul C. Hilton, Executive Director

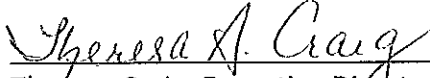
NORTH RIVER COLLABORATIVE:

  
Stephen Donovan, Executive Director


PILGRIM AREA COLLABORATIVE:

  
Maureen Gaughan, Executive Director

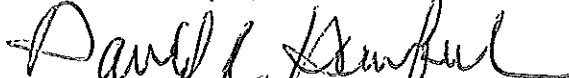
READS COLLABORATIVE:

  
Theresa Craig, Executive Director

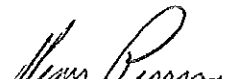
SOUTHEASTERN MASS COLLABORATIVE:

  
Catherine S. Cooper, Executive Director

SOUTH COAST COLLABORATIVE:

  
David R. Heimbecker, Executive Director

SOUTH SHORE COLLABORATIVE:

  
Henry Perrin, Executive Director

**ATTACHMENT A:                    Governing Committee Members**

Arlene Grubert, Executive Director	Bi-County Collaborative
Paul C. Hilton, Executive Director	Cape Cod Collaborative
Stephen Donovan, Executive Director	North River Collaborative
Maureen Gaughan, Executive Director	Pilgrim Area Collaborative
Theresa Craig, Executive Director	READS Collaborative (Region V MOEC Representative)
Catherine S. Cooper, Executive Director	Southeastern Massachusetts Ed. Collaborative
David R. Heimbecker, Executive Director	South Coast Ed. Collaborative
Henry Perrin, Executive Director	South Shore Ed. Collaborative
Elizabeth Zielinskie, Superintendent, King Philip Reg.	Bi-County Collaborative
Michael Gradone, Superintendent, Truro	Cape Cod Collaborative
Patty Oakley, Superintendent, West Bridgewater	North River Collaborative
Thomas Lynch, Superintendent, Berkley	READS Collaborative
Ruth Whitner, Superintendent, Whitman- Hanson	Pilgrim Area Collaborative
Bonnie Gifford, Superintendent, Dartmouth	Southeastern MA Ed. Collaborative
Richard Medeiros, Superintendent, Freetown-Lakeville	South Coast Ed. Collaborative
Matthew Keegan, Superintendent, Norwell	South Shore Ed. Collaborative