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## MEMORANDUM

TO: Mountain View SU, Springfield SD, Two Rivers SU, Windham NE SU,  
Windham SE SU, Windham SW SU, Windsor SE SU

FROM: Zoie Saunders, Secretary of Education

SUBJECT: Southeast BOCES Articles of Agreement

DATE: January 7, 2026

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### **Purpose**

This memo is to notify member districts and supervisory unions of the Southeast Vermont Regional Board of Cooperative Education Services (Southeast BOCES) that the submitted Articles of Agreement (included) establish a BOCES as defined in Act 168 of 2024, that is in the best interests of the State, the students, and the member supervisory unions and aligns with the policy set forth in Act 168. The articles are therefore approved. I offer my congratulations on reaching this milestone in your work.

### **Maintenance of Approval to Operate an Educational Service Area**

To maintain approval to operate an educational service area, Southeast BOCES shall comply with Act 168 on delivery of services, including alignment with Act 73 regional educational reform requirements and in alignment with Act 173 for ensuring the provision of special education as part of Vermont's Special Education Strategic Plan authorized under 16 V.S.A. § 2945.

### **Summary & Next Steps**

While BOCES are new to Vermont, collaboration between and among educational partners that support students, educators and school communities is not. As we engage in this new form of service delivery, it is important to build in opportunities to evaluate and adjust the approach to ensure that the Southeast BOCES is meeting its 3-5 years objectives to:

- improve the educational access and outcomes of children with disabilities in the least restrictive environment through regionally located high quality and cost effective therapeutic programs and services;
- offer a variety of high quality professional development opportunities to educators in order to build regional expertise and capacity;

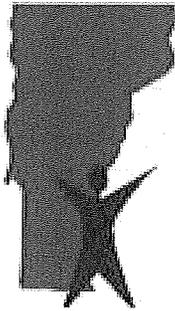


- support regional supervisory union and district staffing needs by creating a pool of experts in specific disciplines and providing staffing services; and
- offer responsive programs and services to members in a cost effective manner.

In the coming weeks, the Agency will reach out collaborate with the Southeast BOCES to identify performance measures and we look forward to those discussions with you and your member districts. This is an exciting step forward in regionalizing and improving education service delivery and I thank you for your sustained and focused efforts to stand up this first BOCES in Vermont.

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
ARTICLES OF AGREEMENT**

**Southeast Vermont Region**



**June 23rd, 2025**

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## PREAMBLE/AUTHORIZATION

This document constitutes the Agreement (hereinafter "the Agreement") of the Vermont Learning Board of Cooperative Educational Services (hereinafter known as "BOCES"), established pursuant to the provisions of Bill H630 (Act 168) of the Laws of the State of Vermont.

This Agreement is entered into by and between the school committees listed in Section I (hereinafter the "member supervisory unions and/or school districts") and will be effective upon the approval of the member supervisory union boards and the Vermont Secretary of Education, as indicated on the signatory page.

## Classifications and Definitions

*"Board of Cooperative Educational Services Agency"* (BOCES) means a body politic formed under H.630 by two or more supervisory unions or districts to deliver shared programs and services to complement the educational programs of member supervisory unions/districts in a cost effective manner.

*"Conflict of Interest"* means a situation in which a board member's or BOCES employee's private interests; distinct from their interests as a member of the general public, could be directly affected, either positively or negatively, by their actions in their official capacity.

*"Member District"* means a district who has entered into a written agreement to provide shared programs and services as a board of cooperative educational services that consists of only one school district, which may be a unified union district. A designated member of the School District sits on the Board of Directors and is entitled to a single vote.

*"School district"* means town school districts, union school districts, interstate school districts, city school districts, unified union districts, and incorporated school districts, each of which is governed by a publicly elected board.

*"Supervisory Union"* means an administrative, planning and educational service unit created by the State Board under section 261 of Title 16 that consists of two or more school districts.

*"Member Supervisory Union"* means a supervisory union who has entered into a written agreement to provide shared programs and services as a board of cooperative educational services and consists of administrative, planning, and

educational service unit created by the State Board under section 261 of Title 16, that consists of two or more school districts; if the context clearly allows, the term also means a supervisory district. A designated member of the Supervisory Union sits on the Board of Directors and is entitled to a single vote.

*“Non Member Supervisory Union/ Non Member District ”* refers to a district or supervisory union who has not entered into a written agreement for shared programs or services, however as an educational unit under Title 16 may access services within a board of cooperative educational services for additional fee(s). Non-members do not serve on the BOCES board and are not entitled to voting rights.

*“Service Fees”* refers to those charges collected by the board of cooperative educational services for their products and services. Service fees will be determined annually by the BOCES Board of Directors.

## **SECTION I: MEMBERSHIP:**

The membership of the BOCES, as of the effective date of this Agreement, includes the school committees from the following districts/supervisory unions, as indicated by the signatures of the chairs of the following school committees (see addendum with signed signature pages):

- *To be Determined*

## **SECTION II: MISSION, PURPOSE AND FOCUS**

### **Mission**

The mission of the BOCES is to jointly conduct educational services and programs for member supervisory unions in a cost effective manner in order to increase educational opportunities for children ages 3-22 and build the capacity of the staff serving them.

### **Purpose**

The purpose of the BOCES is to improve educational access and outcomes for students by providing:

- High quality educational and therapeutic programs, evaluations and related services to children with disabilities who are referred by member and non member supervisory unions;
- High quality professional development to educators;
- Staffing services for supervisory union/district staffing needs including hard to find areas of expertise;
- Coordination of resources amongst member supervisory unions in order to provide cost effective goods and/or services.
- Any other lawful purpose authorized by Title 16 Vermont Statutes

Annotated, chapter 10; or as determined by the Board of Directors.

#### Focus

The focus of the BOCES is to provide high quality educational, transitional, occupational and therapeutic programs for children in the least restrictive environment; complete comprehensive evaluation services for students across the region, provide high quality professional development to build the capacity of educators within the BOCES and member supervisory unions; and to support staffing/services of hard to fill positions regionally.

Objectives of the BOCES in the first 3-5 years will include, but are not limited to:

- The BOCES will improve the educational access and outcomes of children with disabilities in the least restrictive environment through regionally located high quality and cost effective therapeutic programs and services;
- The BOCES will offer a variety of high quality professional development opportunities to educators in order to build regional expertise and capacity;
- The BOCES will support regional supervisory union and district staffing needs by creating a pool of experts in specific disciplines and providing staffing services.
- The BOCES will offer responsive programs and services to members in a cost effective manner.

#### **SECTION III: PROGRAMS AND SERVICES TO BE OFFERED**

A BOCES shall have the power to provide educational programs, services, facilities, and professional and other staff that, in its discretion, best serve the needs of its members. A BOCES shall follow all applicable State and federal laws in its provision of services, including Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400-1482. The BOCES will offer the following programs and services which shall complement the educational services of the member supervisory union/districts in a cost effective manner:

- Develop and manage school-based, BOCES-run, programs, services and evaluations for students with high needs, low incidence disabilities.
- Support supervisory union/districts in filling hard to fill positions through multiple strategies.
- Coordinate placement into existing supervisory unions' run substantially separate programs that have capacity.
- Manage and facilitate job-alike groups for low incidence professional staff.
- Create and manage a centralized pool of on-demand experts.

- Facilitate shared professional development.
- Any other lawful purpose authorized by Title 16 Vermont Statutes Annotated, chapter 10.

**Cost Benefit Analysis of the BOCES model for Southeastern Vermont :**

The goal of a BOCES is to provide cost savings and efficiency of services to its member supervisory union/districts. This cost analysis compared services provided by the current regional education service provider (Vermont Learning Collaborative) to those of alternate providers used by our member Supervisory Unions and Districts. Data was provided by business office personnel regarding their expenses for comparative services. This analysis focuses on the agency’s five current main areas of service: professional development, evaluation services, staffing services, consultation and programming.

Products & Services Provided	Cost Savings and Benefits for Members
<p>Professional Development Examples</p> <ul style="list-style-type: none"> <li>• <i>De-escalation training</i></li> <li>• <i>Hazing/Harassment and Bullying Prevention and Intervention training</i></li> <li>• <i>Special Education laws and regulations</i></li> <li>• <i>Supporting students with mental health challenges</i></li> <li>• <i>Classroom based Tier One interventions for students with mental health needs</i></li> </ul>	<p>Supervisory unions and districts saved an average of 66 percent on professional development costs by using their regional service agency compared to individually hosting these events. Professional development was hosted locally or virtually saving staff time and transportation costs.</p>
<p>Evaluation Service Examples</p> <ul style="list-style-type: none"> <li>• <i>Comprehensive Autism Evaluations</i></li> <li>• <i>Psycho-educational evaluations</i></li> <li>• <i>Speech and Language Evaluations</i></li> </ul>	<p>By using their regional educational service agency, member supervisory unions’ and districts’ savings ranged from 20 - 50 percent on evaluation services yielding an average savings of 38 percent. No waiting lists were necessary, therefore all evaluations were provided within special education compliance timelines. Providers are regionally localized thereby reducing travel time and associated costs compared to other providers.</p>
<p>Staffing Services Examples</p> <ul style="list-style-type: none"> <li>• <i>Speech and Language Services</i></li> <li>• <i>Board Certified Behavior Analyst</i></li> </ul>	<p>In person services provided to student(s) in out of district settings ensuring free and appropriate education access for students. The regional service agency is able to hire and fulfill multiple part time FTE positions shared regionally across</p>

	Supervisory Unions/Districts ensuring service needs are met and cost savings are reduced by up to 50 percent or more per FTE.
<p>Supervisory union/District Consultation Examples</p> <ul style="list-style-type: none"> <li>• <i>Program Review</i></li> <li>• <i>Program Restructuring</i></li> </ul>	Accessing their regional educational service agency for supervisory union/district consultation saved members up to 62 percent in consultation fees. Services focused on increasing supervisory unions and districts' capacity to provide in-house programming for complex learners, with the goal of reducing reliance on outside placement services.
<p>Special Education Programming Examples</p> <ul style="list-style-type: none"> <li>• <i>Elementary K - 6 Social Emotional Programming</i></li> </ul>	<p>By partnering with their regional educational service agency, member supervisory union/districts are committing to local programming within their school settings thereby providing students access to a range of programming that includes the least restrictive setting. Currently, the southeastern area of Vermont has a severe lack of high quality therapeutic programming.</p> <p>The model of using the regional service agency allows for higher quality, closer to home programming for students, with a continuum of most to least restrictive settings to support students' growth and fulfilling the ultimate goal of returning to their home supervisory union/district. Anticipated average supervisory union/district savings for service fees and transportation are expected to be up to 85 percent of their current out of supervisory union/district expenses.</p>

As a regional educational service agency, Vermont Learning Collaborative is delivering substantial value to supervisory unions and school districts by offering high-quality services at significantly reduced costs. By collaborating regionally, supervisory unions/districts have realized cost savings ranging from 20% to 85% across a wide

range of educational supports; all while improving student access and compliance with state and federal mandates. By leveraging their regional service agency, member supervisory unions and districts can realize remarkable financial and operational efficiencies that enhance the quality, equity, accessibility and educational outcomes for all students in the region.

#### **SECTION IV: SERVICE FEES FOR MEMBER AND NON MEMBER DISTRICTS and SUPERVISORY UNIONS**

##### **A. Service Fees**

1. Service fees will be determined annually and voted upon by the Board of Directors as part of the annual budget.
2. Non member supervisory union/non member district service fees would be assessed at no more than 20 percent above member supervisory unions/district service fees.

#### **SECTION V: FINANCIAL TERMS**

##### **A. Financial Terms:**

1. Membership dues, for a portion of administrative costs , shall be assessed to each member supervisory union on or before July 1st of each year. The amount will be assessed based on an average daily membership formula, based on the number of students in each member supervisory union/district as of the most recent October 1st SIMS (student information management system) report, and as determined annually by a majority vote of the Board. The membership dues will offset the total administrative cost of the BOCES.
2. Remaining administrative costs will be built into service fees during the budget process, and will be approved by the Board annually.
3. The Board may, by majority vote, apply for and accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind that align with the agency's purpose and objectives and do not pose a conflict of interest. The board shall include, in its annual report, a description of all grants or gifts accepted during the year and associated expenditures.

**B. The BOCES is subject to Vermont Law 16 V.S.A. 559 (e) (4) for the procurement of goods and services.**

1. A BOCES may enter into contracts for the purchase of supplies, materials and services and for the purchase or leasing of land, buildings, and equipment as considered necessary by the board of directors. Section 559 of this title shall apply to the procurement of services or items as well as high-cost construction contracts, as defined by subsection 559(b) of this title.

**C. The Board of Directors of the BOCES may apply for State, Federal or**

private grants for which a BOCES may be otherwise eligible to obtain funds necessary to carry out the purpose for which the BOCES is established. The Board will administer all state, federal or private grant awards efficiently, effectively and in compliance with all requirements imposed by law, the awarding agency, and the Vermont Agency of Education (AOE) or other applicable pass-through entities.

D. Financing, Budgeting And Accounting:

1. The Board shall establish and manage a fund to be known as an Education Cooperative Fund (herein, "the BOCES fund").  
All monies contributed by the member school supervisory union/districts, non member school supervisory union/districts, and all grants or gifts from the federal government, state government, charitable foundations, private corporations or any other source shall be paid directly to the Board and deposited into the fund.
2. All payments by the BOCES exceeding \$5,000 must be approved by the Board.

E. Treasurer

1. A BOCES shall appoint a treasurer who may be a treasurer of a member supervisory union and who shall be sworn in before entering the duties of office.
2. The Treasurer may, subject to the direction of the Board, receive and disburse all money belonging to the BOCES without further appropriation,
3. The Treasurer may make appropriate investments in compliance with state and federal law of BOCES funds not immediately necessary for operations.
4. The Treasurer shall keep financial records of cash receipts and disbursements and shall make those records available to the Board of Directors upon request.
5. The Board of Directors shall ensure that the BOCES will acquire professional insurance to cover the liability of the treasurer's role and responsibilities and other exposures of the BOCES.
6. The Board of Directors may pay reasonable compensation to the Treasurer for services rendered and shall evaluate the Treasurer's performance annually.

F. Financial accounting system.

1. The BOCES will use an automated accounting system that has adequate GAAP safeguards and will use the Vermont AOE uniform chart of accounts to categorize school financial revenues and expenditures.

G. Audit.

1. Annually, the BOCES shall cause an independent audit to be made of its financial statements. The required financial statement audit must be conducted in accordance with Generally Accepted Governmental Auditing Standards (GAGAS). Audits of Federal programs may also be subject to the

requirements of 2 C.F.R. Part 200 Subpart F. All audits must be conducted by an independent Certified Public Accountant currently licensed in the state of Vermont.

2. The BOCES shall discuss and vote to accept the audit report at an open meeting of the Board. The Board shall transmit a copy of each audit to the Boards of its member supervisory unions and post on its website.
3. Annual statement. Annually, a BOCES shall prepare financial statements as part of its annual report, including:
  - (a) a statement of net assets; and
  - (b) a statement of revenues, expenditures, and changes in net Assets.

## **SECTION VI: ANNUAL BUDGET PREPARATION AND CARRYFORWARD PROVISIONS**

### **A. Budget**

1. A Board of Cooperative Educational Services shall adopt a budget prior to the beginning of the fiscal year for which the budget is adopted.
2. The budget calendar year shall run from July 1st to June 30th.
3. The Board shall annually determine the BOCES budget consistent with the timelines, terms, and requirements in Vermont statute.
  - a. By November 15th of each year, the Board shall propose an anticipated budget for the upcoming fiscal year. The Board shall identify the programs or services to be offered by the BOCES in the upcoming fiscal year and the corresponding costs.
  - b. By April 15th the Board shall present a final proposed budget for a first read that contains all planned financial activity for the upcoming fiscal year.
  - c. The proposed budget shall be classified into such line items as the Board determines, but shall at a minimum delineate amounts for operating expenditures, including, administration, instructional and rental expenses, and capital expenditures, including debt service payments and deposits to capital reserve.
  - d. The proposed budget shall include the methodology used to determine service fees for member and non-member supervisory unions as well as the methodology to determine any membership dues. All service fees will be based on the total cost of providing the BOCE's programs, including administration, less determined membership fees, with the remainder divided by the number of students projected to enroll in each program.
  - e. As applicable, capital costs shall be included in the budget and

built into the total cost of the programs. Capital costs will be built into the services fee(s) of the program(s) and/or service(s) that will benefit from the capital expenditure.

3. The budget shall be discussed at a public meeting of the Board and notice shall be provided to each member supervisory union/district ten (10) working days before the date of the board meeting.

4. The Board shall adopt the final budget by affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the board meeting at which the BOCES budget was first proposed, but no later than May 30th of the preceding fiscal year.

**B. Transmitting the Budget and Payment Terms:**

1. The Treasurer shall certify and transmit the budget and the service fees, and membership dues for the upcoming fiscal year to each member supervisory union no later than June 15th of the preceding fiscal year.

2. The BOCES shall submit invoices to all supervisory unions/districts for service fees on a monthly basis. Invoices will be sent electronically.

3. Membership dues will be invoiced three times a year with the due dates of July 1st, November 1st and March 1st. All invoices will be sent electronically.

4. Fees for services and dues shall be paid within thirty (30) days of service delivery. Payments not remitted within 90 days shall be subject to a 5% monthly fee for the balance in arrears.

**C. Procedure for Amending the Budget:**

1. All budget amendments shall be proposed at a public board meeting.

2. Any amendment that does not result in an increase in service fees and/or membership dues shall be approved by the Board by a majority vote.

3. Any amendment to the budget that results in an increase in service fees, and/or membership dues shall adhere to the following procedures:

a. Within ten (10) working days of the public meeting, at which the amendment was first proposed, all board members shall report to their member supervisory union/districts the content of the proposed amendment.

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

c. The Treasurer shall certify and transmit the amended service fees and/or membership dues to each member supervisory union/district not later than ten (10) working days following the affirmative vote of the Board.

4. The Board has the authority to reduce service fees and/or membership dues to member and non-member supervisory

union/districts, when doing so is determined to be in the best interest of the BOCES.

D. Borrowing, Loans, and Mortgages:

1. Loans. A BOCES may, upon approval of its members, negotiate or contract with any person, corporation, association, or company for a loan not to exceed the difference between the anticipated revenues for the current fiscal year for the budget of the BOCES and the amount credited to date to said budget in order to pay current obligations. Such loan shall be liquidated within six months thereafter from monies subsequently credited to said budget. The total principal, interest, and fees to be paid on such loan shall not exceed the total amount of the authorized budget for the same length of time.
2. Borrowing would be subject to the following procedures:
  - a. All borrowing, loans, and mortgages shall be discussed at a public meeting of the Board;
  - b. The Board 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 shall determine, at a 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 the application; and
  - d. The Board 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 BOCES is established.
3. In the event that such borrowing of a loan or mortgage is for the acquisition or improvement of real property:
  - a. The Board shall provide notice to each member supervisory union/district within 30 calendar days of applying for real estate mortgages;
  - b. The Board shall discuss its intent to apply for a real estate mortgage at a public board meeting prior to the meeting of the BOCES Board meeting at which the final vote is taken,
  - c. The Board shall approve such action by a majority vote.

E. Carryforward Provisions:

1. At the close of the fiscal year, unexpended general funds may be carried forward and used in subsequent budget cycles, and are determined to be

the current unassigned fund balance. Unassigned fund balance is derived by adding prior year unassigned funds to the current year unassigned funds.

2. The determination of unassigned funds shall not include funds deposited in a capital reserve, funds deposited in trust, and any amounts prepaid for services.
3. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall approve, by majority vote, the final dollar amount designated as unassigned funds with a minimum recommended threshold of 30 percent of the previous fiscal year balance.
4. The Board may utilize the unassigned balance of the general fund for capital projects, transfers to capital reserve or any other appropriation nonrecurring in nature as it sees fit.
5. The Board may determine a refund of any unassigned fund balance in excess of 30 percent to the member supervisory unions/districts; or at its discretion, the Board may choose to assign additional unassigned funds in order to finance a large scale capital project or non-recurring expense.
6. In the event an amount is to be refunded to the member supervisory unions/districts, each member supervisory union/district share will be apportioned in accordance to a percentage of their services purchased from the BOCES for the most recently completed fiscal year. In the event that a member supervisory union/district has withdrawn from the BOCES before the decision is made to return funds, the amount to be refunded to that supervisory union/district will be limited to their share of prepaid tuition but no other assets.

## SECTION VII: TERMINATION OF THE BOCES

### A. Termination of the BOCES:

1. A member supervisory union/district may request that the Board initiate proceedings to terminate this Agreement by giving notice to all other board members and the Executive Director at least twelve (12) months prior to the close of the fiscal year.
2. Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate the BOCES and determine next steps. A two-thirds (2/3) vote of the Board is required in order to initiate termination proceedings. Should the Board vote to initiate termination proceedings, notice must be provided to all member supervisory union or district boards within ten (10) working days of such vote.
3. This Agreement shall only be terminated at the end of a fiscal year.
4. This Agreement shall be terminated at the end of any fiscal year following votes in favor of termination by two-thirds (2/3) of the member supervisory union and district boards.
5. Following a two thirds (2/3) vote of the member supervisory union and district boards to terminate this Agreement, the Executive Director shall inform the member and non-member supervisory unions who are served by the BOCES and AOE in writing at least 180 days prior to the effective date of any termination.
6. Following the affirmative votes of the member supervisory unions to terminate the Agreement, a final independent audit will take place and will be provided to the Board and all member supervisory unions as well as to AOE, including an accounting of assets and liabilities (debts and obligations) of the BOCES and the proposed disposition of same.
7. Prior to termination, the Board shall:
  - a. determine the fair market value of all assets for the BOCES, including, but not limited to, real estate, capital property, equipment and supplies owned by the BOCES;
  - b. determine the process for the appropriate disposition of any federal/state funds;
  - c. identify the member supervisory union/district responsible for maintaining all fiscal, employee and program records;
  - d. identify the member or non-member supervisory union/district(s) responsible for ensuring that all student records are returned to the student's home supervisory union/district;
  - e. determine the means of meeting all liabilities (debts and obligations) of the BOCES, including obligations for

- post-employment benefits. All liabilities must be met before any monies are distributed to members;
- f. distribute surplus funds or capital reserve funds to the members on a pro-rata formula based on students enrolled in the BOCES during the most recently completed fiscal year; and
  - g. Ensure the appropriate disposition of all assets of the BOCES, including any unencumbered funds held by the BOCES, and any capital property and real estate owned by the BOCES. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the members on a pro rata formula based on the students enrolled in the BOCES during the most recently completed fiscal year.
8. Following the affirmative vote of the member supervisory union/districts to terminate the Agreement, the Board shall notify AOE of the official termination date of the BOCES within five days of the vote, and shall submit the documentation required within thirty days.
9. Should AOE revoke and/or suspend the approval of the Agreement, the Board will follow all instructions from AOE, and Sections VII. 5 through VII. 8 inclusive shall be implemented to the extent these procedures are consistent with the order of AOE terminating this Agreement.

#### **SECTION VIII: PROCEDURES FOR MEMBER ADMITTANCE AND WITHDRAWAL**

##### **A. Membership Admittance:**

A supervisory union or district, through its school committee, herein referred to as a "new member," may become a member of the BOCES consistent with the following terms:

1. At least 180 days prior to the beginning of a new fiscal year, the new member supervisory union/district shall submit to the Board President and the Executive Director of the BOCES notification of its request to join the BOCES and a copy of the school board minutes that indicates an affirmative vote of the school board to seek membership in the BOCES.
2. Upon receipt of the new member supervisory union's notification of intent to join the BOCES and the minutes, the Board will consider the request.
3. Upon a majority affirmative vote of the Board, the Agreement shall be amended to add the new member supervisory union/district. The Agreement shall be amended consistent with the terms of the Articles of Agreement.
4. The admission of a new member supervisory union to the BOCES shall become effective only after the execution and delivery by the current supervisory unions

and the applicant school board of an amendment to this agreement, agreeing to be bound by all the terms and conditions thereof.

5. The BOCES shall notify the Secretary of Education regarding the admission of a new member and the subsequent amendment of the articles of Agreement by providing a of the member supervisory unions'/member districts' signature on the BOCES Articles of Agreement within five days.
- B. A school board may be admitted to the BOCES as of July 1st of any fiscal year provided that all required approvals are obtained by the preceding March 1st of the fiscal year prior to the fiscal year in which the new member supervisory union/district is to be admitted to the BOCES.
- C. The authorizing votes of the member supervisory union(s)/district(s) may provide for the deferral of admission or withdrawal until July 1 of the subsequent fiscal year.
- D. Membership Withdrawal:
1. A member supervisory union may withdraw from the BOCES as of July 1st in any year, provided such member supervisory union provides written notice to every other member that is party to this Agreement as well as to the Executive Director of the BOCES, of such intent at least 180 days before the end of such fiscal year.
  2. Written notification of a member supervisory union's intent to withdraw from the BOCES at the end of the fiscal year shall include the following:
    - a. Notification to the President of the Board and the Executive Director that the member supervisory union/district has voted to withdraw from the BOCES with the effective date of the withdrawal; and
    - b. A copy of the minutes from the school committee or school board meeting in which the supervisory union/district voted to withdraw from the BOCES.
  3. The Executive Director shall provide written notification of a member supervisory union's/district's intent to withdraw from the BOCES, to the Secretary of Education within five days of receiving such notice.
  4. When a member supervisory union withdraws from the BOCES an amendment, approved by the member supervisory unions/districts, must be submitted within five days of the vote to the Secretary of Education.
  5. The withdrawing school committee or school board must fulfill all of its financial obligations and commitments to the BOCES.
  6. A school committee or school board that has withdrawn from the BOCES will continue to be liable to the BOCES for its pro-rata share of any debts, claims, demands, or judgments against the Collaborative, incurred during said school committee's or school

- board's membership, based on the number of students enrolled in the BOCES during their last full year of membership.
7. Upon withdrawal, the withdrawing supervisory union/district will be reimbursed any funds prepaid to the BOCES by the member supervisory union/district for services if said services shall not be rendered. A withdrawing supervisory union/district will not be entitled to any other asset upon withdrawal or at any time thereafter.
  8. Upon the withdrawal of any member supervisory union(s)/district(s) the BOCES Agreement shall be amended to reflect the withdrawal. The withdrawal of any member supervisory union(s)/district(s) at any time shall not affect the status of any other portion of the Agreement and the same shall remain in full force and effect until specifically changed or amended by the Board and approved by the member supervisory unions.
  9. If, after the withdrawal of a member supervisory union(s), less than two members remain, the Board of Directors will initiate termination proceedings as provided in Section VII.

#### **SECTION IX: AMENDING THE ARTICLES OF AGREEMENT**

This Agreement may be amended from time to time in accordance with the following procedures:

- A. Any current Board member or the Executive Director may propose an amendment to this Agreement.
- B. The proposed amendment shall be presented in writing to the Executive Director of the BOCES and the President of the Board no less than twenty (20) working days prior to a meeting of the Board at which it shall first be discussed. No less than ten (10) working days prior to the board meeting at which the amendment is first discussed, the Executive Director shall cause copies thereof to be sent to the Board and the chairs of the member school committees or school boards, together with notice as to the time and place of the first reading of the amendment.
- C. Following the first reading of any proposed amendment and any changes as requested by the Board, the Executive Director shall submit the proposed amendment to the Secretary of Education for initial review.
- D. Following AOE review, the Executive Director shall make such changes as AOE requires.
- E. No less than ten (10) working days prior to the Board meeting at which the revised amendment will be discussed, the Executive Director shall cause copies thereof to be sent to all board members and the chairs of the member

supervisory union/districts' school committees or school boards together with notice as to the time and place of the second reading of the amendment.

- F. The proposed amendment shall be read a second time at the next regular board meeting subsequent to Agency Of Education review, at which time, in order to be approved, there must be a majority vote of the Board in favor of the amendment. Following approval by the Board, the amended agreement shall be submitted by the Executive Director to the member supervisory union/districts for a vote to approve the amended agreement.
- G. Board members shall not delegate the authority to approve the Agreement or amendments to the Agreement to any other person or entity.
- H. Once a majority of all member supervisory union/districts have approved and signed the amended agreement, the BOCES shall submit the signed amended agreement in accordance with Title 16, Vermont Statutes Annotated, chapter 10; to the Secretary of Education for approval by the Agency Of Education.
- I. No amendment to this Agreement shall be effective until approved and authorized by a majority of the BOCES members and by the Agency of Education.

#### **SECTION X: POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

The BOCES shall be managed by a Board of Directors, which shall be composed of one person appointed annually by each member supervisory union board or committee. Appointed persons shall be members of a member supervisory union or district board, or the superintendent, or a designee of the member supervisory union. Each member shall be entitled to one vote. Board members will be familiar with, and adhere to, those provisions of Vermont education law that define educational board powers and govern board member compensation and public bidding processes.

The Board shall manage the BOCES, and is vested with all authority given it by Title 16 V.S.A. chapter 10 of the Vermont Laws, and all acts amendatory or supplementary thereof, and may take any necessary action to oversee the operation of the BOCES consistent with Title 16 chapter 10 and this Agreement.

##### **A. Governance:**

- 1. The Board of Directors shall meet not fewer than six times annually.
- 2. A quorum for conducting business shall consist of a simple majority of the voting members of the Board. A quorum is not needed to close the meeting.
- 3. In order to pass any motion, a majority vote of the board members present shall be required, except that a vote to terminate the BOCES shall be approved at a BOCES board meeting in accordance with Section VII of this Agreement.
- 4. The term of each person so appointed shall terminate on June 30th of each

- year, provided that any person so appointed shall be qualified to serve for such further time until said person's successor is appointed. If a vacancy occurs, the member district for which said vacancy has occurred shall appoint a successor to serve for the remainder of the term of said vacancy.
5. Board Members and employees shall be public employees subject to the Vermont code of professional ethics/ rules of professional conduct.
  6. The Board of Directors shall elect a president/chair from its members and provide for such other officers as it may determine are necessary. The Board of Directors may also establish subcommittees and create board policies and procedures as it may determine are necessary.
  7. The Board may by majority vote seek to hire an Executive Director. The Board will determine a sub committee of members to engage in the hiring process including but not limited to posting and vetting applicants. The sub committee shall bring forth a subset of final candidates to the full board for a final interview. Upon conclusion of the final interview the Board shall by majority vote select their Executive Director candidate.
  8. The Executive Director shall serve under the general direction of the board and shall be responsible for the care and supervision of the BOCES on a day to day basis with responsibilities which include, but are not limited to: supervision of employees (with the exception of the Collaborative Treasurer who reports directly to the Board), implementation of the Board's policies and such other powers and responsibilities as determined the Board, and as permitted by applicable laws. The Executive Director shall attend all board meetings, but shall not be entitled to a vote. The Executive Director shall not serve as a board member, officer, or employee of any related for profit or nonprofit organization.
  9. The Board shall annually evaluate the Executive Director's performance and effectiveness.
  10. The Executive Director or designee shall ensure that notice of all Board meetings shall be posted on the BOCES website in accordance with procedures established for providing effective notice. Written notice of board meetings shall also be provided for each member supervisory union in order to be filed and posted in the manner prescribed for local public bodies, at least 48 hours in advance of such meetings.
  11. All board meetings shall be conducted in accordance with Vermont Open Meeting Laws. Minutes of all board meetings shall be maintained and approved by the Board at the next regularly scheduled board meeting. Subsequent to approval, the minutes will be posted on the BOCES website.
  12. The Board may appoint a Finance Director who shall have such powers and responsibilities as determined by the Board in its approved job description and subject to the powers and duties of Vermont School Business Officials.

The Board shall ensure that an annual evaluation of the Finance Director's performance and effectiveness is completed. The Finance Director may not be the Treasurer of the BOCES.

13. The Board shall appoint a Treasurer who shall have such powers and responsibilities as determined in the Board approved job description and consistent with the terms outlined in Section IV.
14. The Board shall ensure that there is segregation of duties between the Executive Director, Treasurer and Finance Director, and that these employees shall not serve as a member of the Board, or as an officer or employee of any related for -profit or non-profit organization as defined in Title 17 V.S.A. 2647.

#### B. Conditions of Membership

1. Each member of the Board shall be entitled to a vote.
2. Membership dues in the Collaborative shall be established annually as described in Section V of this agreement.
3. Each member of the Board of Directors shall provide updates on the activities of the BOCES on a quarterly basis to the member's appointing supervisory union board at an open board meeting.
4. Attendance requirements and consequences for failure to attend board meetings:
  - a. Each board member is expected to attend every board meeting. When a board member has missed one-half of the meetings within a fiscal year, the President of the Board shall inform either the board members' school board or Superintendent of the board members' absences. A board member who misses more than two-thirds of the board meetings within a fiscal year will no longer be considered a board member. The President of the board will notify the respective school committee/superintendent that the seat will remain vacant until such time as the member supervisory union/district, by appropriate vote, appoints a new board member. When a seat becomes vacant, the board member shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board; but the member supervisory union/district shall continue to have all other rights and obligations of membership.
  - b. No board member shall delegate their powers or send a representative in their place as a voting board member, and no member supervisory union/district shall delegate the rights, responsibilities, or duties of its board member to any other individual, unless the member supervisory union/district is replacing the board member with that individual.

5. Supervisory unions shall not be a member of more than one BOCES but may seek services as a nonmember from other BOCES.
6. No board member shall receive an additional salary or stipend for their service as a board member.

#### C. Board Duties and Responsibilities

1. It is the ethical and legal duty of the BOCES and its board members to avoid conflicts of interest as well as the appearance of conflicts of interest.
  - a. When a board member becomes aware that they are in a position that creates a conflict of interest or the appearance of a conflict of interest as defined in state law or this policy, they will declare the nature and extent of the conflict or appearance of conflict for inclusion in the board minutes, and will abstain from voting or participating in the discussion of the issue giving rise to the conflict.
  - b. When a conflict of interest claim against a board member is brought to the board in writing and is signed by another board member or a member of the public, and the board member against whom the claim is made does not concur that a conflict in fact exists, the following board procedures will be followed:
    1. Upon a majority vote of the remaining board members, or upon order of the chair, the board will hold an informal hearing on the conflict of interest claim, giving both the board member and the person bringing the claim an opportunity to be heard.
    2. At the conclusion of the informal hearing, the remaining board members will determine by majority vote whether to:
      - a. Issue a public finding that the conflict of interest charge is not supported by the evidence and is therefore dismissed;
      - b. Issue a public finding that the conflict of interest charge is supported by the evidence and that the member should disqualify themselves from voting or otherwise participating in the board deliberations or decision related to that issue, as required by Vermont statute; and/or
      - c. Issue a public finding that the conflict of interest charge is supported by the evidence and the board member should be formally censured or subjected to such other action as may be allowed by law.
2. It is the function and responsibility of the Board to formulate policy for the BOCES, to hire all staff and to ensure compliance with applicable state and federal laws and regulations.
3. The Board shall be vested with the authority to enter into agreements with

member supervisory unions/districts, non member supervisory unions/districts or other BOCES to establish mutually beneficial programs and services or pricing arrangements.

4. The Board shall be responsible for:
  - a. Ensuring adherence to these Articles of Agreement and progress towards achieving the purposes and objectives set forth in the Agreement.
  - b. Determining the cost effectiveness of the programs and services offered by the BOCES.
  - c. Determining the appropriateness and cost-effectiveness of any borrowing, loans, or mortgages: and
  - d. Approving all expenditures, including contracts, borrowing and the purchase and sale of real estate consistent with the requirements of Section VI.
5. The Board shall, by majority vote, hire all employees of the Collaborative upon recommendation of the Executive Director, and ensure that all employees possess the necessary and required credentials and approvals, including those required by the Vermont Standards Board for Professional Educators including all acts and regulations amendatory thereof.
6. The Board shall ensure that no employee of the Collaborative violates any contract of a related agency by which they are currently employed by.
7. The Board shall develop such policies as it deems necessary to support the operation of the BOCES, including but not limited to: policies relative to personnel, students, finance and internal controls, health and nursing and any other such policies as required by state or federal law and regulation. The Board shall review the effectiveness of such policies to ensure currency and appropriateness. The Board may establish a subcommittee to make recommendations to the Board concerning the effectiveness, currency and appropriateness of policies.
8. Annually, the Board of the BOCES shall conduct an area survey of the salaries of the educators and staff employed by the BOCES's member supervisory unions and districts.

## **SECTION XI: PUBLIC INFORMATION**

### **A. Annual Report And Public Information**

1. The Board of a BOCES shall prepare an annual report concerning the affairs of the BOCES and have it printed and distributed to the boards of the member supervisory unions. The annual report shall include, at a minimum:
  - a. information on the programs and services offered by the BOCES,

including information on the cost-effectiveness and efficaciousness of such programs and services, progress made towards achieving the objectives and purposes set forth in the articles of agreement; and

- b. Audited financial statements and the independent auditor's Report.
- 2. The annual report shall be completed by October 1st. At a subsequent meeting, The BOCES shall review and vote to accept the annual report at an open meeting of the Board. The Board shall transmit a copy of the annual report to the Boards of its member supervisory unions/districts and post on its website.
- 3. The BOCES shall transmit its annual report to the Agency of Education no later than November 1st.
- 4. A BOCES shall maintain an internet website that makes the following information available to the public at no cost:
  - a. a list of the members of the board of directors of the BOCES;
  - b. copies of approved minutes of open meetings held by the board of the BOCES;
  - c. a copy of the articles of agreement and any subsequent amendments; and
  - d. a copy of the annual report required under subsection (a) of this section.
  - e. a copy of the annual audit report required under section V. G.1.

**SECTION XII: APPROVALS AND SIGNATURES**

Date of First Reading:

Date of Second Reading:

Date of Approval by BOCES Board:

Date of Approval by the Secretary of Education:

\_\_\_\_\_  
President of the BOCES

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Vermont Secretary of Education

  
\_\_\_\_\_  
Date

Enc. Member School Committee Signatures

**SECTION XII. MEMBER SCHOOL COMMITTEE APPROVAL DATES AND SIGNATURES**

A. School Committee Approval of Vermont Learning Board of Cooperative Educational Services Articles of Agreement: