

SOUTHERN RHODE ISLAND REGIONAL COLLABORATIVE

BY-LAWS

ARTICLE I

Statutory Authority Name, Place of Business and Seal

Section 1. Statutory Authority

The statutory authority for the creation of this non-profit cooperative educational service operation is Chapter 16-3.1 of the Rhode Island General Laws.

Section 2. Name

The name of this non-profit cooperative educational service operation is THE SOUTHERN RHODE ISLAND REGIONAL COLLABORATIVE.

Section 3. Principal Office

The location of the principal office of the corporation shall be at such place as the Collaborative council may from time to time select.

Section 4. Seal

The Seal of the Collaborative, subject to alteration by the Collaborative council, shall consist of a flat-faced circular die with the words "Southern Rhode Island Regional Collaborative, Incorporated, Rhode Island" cut or engaged thereon.

ARTICLE II

Mission

It is the mission of the Southern Rhode Island Regional Collaborative to develop and offer programs and services that meet the needs of its member districts when such services and programs can more effectively and economically be provided on a Collaborative basis.

ARTICLE III

Membership in the Southern Rhode Island Regional Collaborative

Section 1. Members

The members of the Southern Rhode Island Regional Collaborative shall consist of the respective municipalities and/or school districts acting by and through their duly elected and qualified School Committees. The participating members are Block Island, Chariho, East Greenwich, Exeter/West Greenwich, Jamestown, Narragansett, North Kingstown, South Kingstown and Westerly.

Section 2. Withdrawal

Any member may terminate its obligation at the end of any fiscal year by written notice to the Commissioner of Education and all other members providing such notice is received at least six (6) months before the start of the State's next ensuing fiscal year, by certified mail, postage prepaid.

In the event of either a single district withdrawal or a complete dissolution, the Commissioner of Education shall be notified in writing specifying:

- a. the reason for the withdrawal or dissolution;
- b. the effective date of withdrawal or dissolution;
- c. those programs and/or services that will be affected;
- d. the number of positions that will be eliminated due to withdrawal;
- e. the effect(s) the withdrawal of dissolution will have on the educational programs and/or services of the participating districts.

Part A. In the event one member shall withdraw from membership, the following procedure for the disposition of assets and the liabilities of the Southern Rhode Island Regional Collaborative will be employed:

All the assets acquired by the Southern Rhode Island Regional Collaborative will remain in its possession. All of its materials, equipment, and other assets held by the terminating member shall be returned to it. The withdrawing member will make payment to the Southern Rhode Island Regional Collaborative for its fair share of the liabilities incurred while a member. The fair share will be computed on a pro-rated basis divided equally among the members.

Part B. In the event of a final dissolution of the Southern Rhode Island Regional Collaborative, the following procedure will be employed for the disposition of its assets and liabilities:

Assets: All the assets acquired by the Southern Rhode Island Regional Collaborative will be shared equally among the participating members. In cases where an asset(s) cannot be divided equally among the members, that asset may be purchased by a participating member with the proceeds being divided equally among the members.

Liabilities: There should be reasonable liability insurance covering all programs and services, as determined by the Collaborative Council. Liability claims in excess of insurance coverage shall be the responsibility of the members at the time in which the incident occurred and shall be distributed among these members on a pro-rated basis. The pro-ration shall be determined by the financial participation during the year in which the incident occurred and the previous three (3) years.

Part C. The Commissioner of Education shall resolve any and all disputes among participating school districts which the governing body is unable to resolve.

Section 3. Amendments

Amendments of these By-Laws must meet the approval of two-thirds (2/3) of the Collaborative Council and then must be submitted to the Commissioner of Education for his approval.

Section 4. Admittance of Additional Districts

The approval of a majority of the Collaborative Council shall be required for admittance of any additional school district to the Southern Rhode Island Regional Collaborative.

ARTICLE IV

Meetings of the Collaborative Council

Section 1. Meetings

The Collaborative Council shall meet four times yearly, and one of the four meetings must be the Annual Meeting as referenced in Article IV, Section 2. The other meetings will be scheduled in the fall at the start of the school year, in December and in February. The Executive Board will continue to meet quarterly or as needed. All meetings of the Collaborative Council shall be held either at the principal office or as such place as is stated in the call. **The Collaborative Council may conduct business as quarterly scheduled or as needed using the technology of video conferencing. The meetings are advertised according to the open meetings law.**

Section 2. Annual Meetings

The annual meeting of the Collaborative Council shall be held on the second Monday of May, if not a legal holiday, or the next succeeding day not a legal holiday, or within one calendar week at the hour specified in the notice of the meeting or in the waiver of the notice thereof. Each

member of the Collaborative Council shall have one unit vote. The Chairperson of the Collaborative Council shall preside at all member meetings. If any such annual meeting is omitted by oversight or otherwise on the day herein provided for, a special meeting may be held in place thereof, and any business transacted or elections held at such special meeting shall have the same effects as if transacted or held at the annual meeting. Purposes for which the annual meeting is to be held in addition to those prescribed by law or by these By-Laws may be specified by the vote of the Collaborative Council, or by a majority of the members.

Section 3. Special Meetings

Special meetings of the Council may be called at any time by a majority of the Collaborative Council, at such time and place in Rhode Island as may be specified by the call.

Section 4. Notice of Meetings

Notice of the time and place of the annual meeting and of each special meeting of the Collaborative Council shall be given by the Chairperson at least seven (7) working days prior to such meeting by mailing a written or printed notice addressed to each member. If the meeting is a special meeting, the notice shall specify the business to be transacted thereat. If for any reason the Chairperson fails to act, notice shall be given by any other person designated by the Collaborative Council.

Section 5. Membership of the Collaborative Council

The Collaborative Council shall consist of the respective Superintendents of the school districts having membership and one School Committee member appointed from each such district.

Section 6. Officers

The officers of the Collaborative Council shall be Chairperson, Vice-Chairperson and Treasurer and such other officers may be appointed from time to time in accordance with the provisions of the By-Laws. The Chairperson, Vice-Chairperson and Treasurer shall be elected from among the members of the Collaborative Council and shall constitute the Executive Committee of the Collaborative Council. No more than one representative from any member district shall sit on the Executive Committee, and membership shall include a minimum of one School Committee member and one Superintendent.

Section 7. Election of Officers

Officers of the Collaborative Council shall be elected for a term of one year, such election to occur at the Annual Meeting. Each officer, whether elected at the annual meeting or to fill a vacancy or otherwise shall hold office until his/her successor shall be elected and qualified unless prior thereto the term of such officer shall have ended by death, resignation, removal or other disqualification. The members of the Collaborative Council shall submit nominations for each office at least one month in advance of any meeting at which such election shall take place.

Section 8. Removal and Resignation

Any officer may be removed, by a majority of the Collaborative Council, at any regular meeting of the Council, or at a special meeting thereof called for that purpose.

Section 9. Quorum

A quorum shall consist of the number of Collaborative Council members present for a meeting, providing that a minimum number of two (2) School Committee members and two (2) Superintendents are included in this number representing a minimum of four (4) member districts. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjourned notwithstanding the withdrawal of enough members to leave less than a quorum. Attendance and voting at meetings of the members shall be in person only, and not by proxy. **The Collaborative Council may conduct business as quarterly scheduled or as needed using the technology of video conferencing. The meetings are advertised according to the open meetings law.**

Section 10. Executive Committee

In the absence of a meeting of the Collaborative Council, the Executive Committee of the Collaborative Council has the power to meet and transact the business of the Council subject to the following terms and conditions:

1. The Executive Director will attend all meetings of the Collaborative Council and the Executive Committee. The Executive Committee may meet only with the Executive Director present.
2. The Executive Committee may not (1) hire/fire the Executive Director; (2) authorize the acquisition or sale of Collaborative property; (3) change or amend the By-Laws of the Collaborative Council; (4) change, amend or adopt policies.

Section 11. Consent Agenda (ADD)

There shall be a consent agenda established prior to each meeting which shall allow for the passage of routine matters with one vote of the committee. The consent agenda shall be prepared by the Executive Director and reviewed by the Executive Committee. A list of all consent agenda items will be prepared and provided with the agenda and supporting materials to council members. Items appropriate to the consent agenda are, but not limited to: minutes, communications, routine personnel matters, and items of new business not requiring public discussion. There will be no separate discussion of consent agenda items unless a member requests removal of an item from the consent agenda. Items on the consent agenda shall be publicly announced at the time the consent agenda is considered.

ARTICLE V

Executive Director

Section 1. Appointment

The Collaborative Council shall appoint an Executive Director of the Southern Rhode Island Regional Collaborative and shall establish working conditions and an employment contract for such position.

Section 2. Job Description

The job description for the position of Executive Director shall be established and adopted by the Collaborative Council and shall include an outline of duties and responsibilities for the position. Such description shall become the basis for the annual performance evaluation of the Executive Director by the Executive Committee.

Section 3. Employment Contract

The employment contract of the Executive Director shall be jointly developed by the Chair of the Collaborative Council and the Executive Director and shall be approved by a majority vote of the Collaborative Council at an open meeting.

Section 4. Personnel and Personnel Practices

All staff personnel will be hired and terminated by the Executive Director with the consent of the Collaborative Council.

ARTICLE VI

Section 1. Powers

The property, affairs and activities of the Southern Rhode Island Collaborative shall be in accordance with policies established by the Collaborative Council and its powers exercised by the Collaborative Committees at the direction and control of the Collaborative Council except as otherwise provided by law, by the Articles of Incorporation or by these By-Laws.

Section 2. Membership

Collaborative Committees shall consist of representatives of the member school districts for that function being serviced by the committee, i.e., Special Education, Gifted and Talented, Business Management.

Section 3. Rules and Regulations

Collaborative Committees shall follow such Rules and Regulations as established by the Southern Rhode Island Regional Collaborative for their operation.

Section 4. Meetings of the Collaborative Committees

Regular meetings of the Collaborative Committees shall be held as scheduled. A summary of the minutes of all meetings of collaborative committees shall be mailed in a timely manner to committee members and Collaborative Council members on a monthly basis.

Section 5. Quorum

A majority of the members of the Collaborative Committee shall constitute a quorum for the transaction of business.

Section 6. Officers

The officers of the Collaborative Committees shall be Chairperson and such other officers as may be appointed from time to time in accordance with the provisions of these By-Laws. These officers shall be elected from among the members of the Collaborative Committee.

ARTICLE VII

Deposits, Checks, Contracts, Etc.

Section 1. Deposit for funds

All funds not otherwise employed shall be deposited in such federally insured banks, trust companies or other depositories as the Collaborative Council from time to time may select.

Section 2. Checks, Etc.

All checks, drafts, endorsements, notes and evidences of indebtedness shall be signed by such officer or officers or agents and in such manner as the Collaborative Council from time to time may determine.

Section 3. Contracts

No contract may be entered into on behalf of the Southern Rhode Island Regional Collaborative unless and except as authorized by the Collaborative Council. Such authorization may be general or specific.

Section 4. Program Budgeting

The Collaborative Council/Executive Board may, upon a majority vote of that body, apply excess receipts from one collaborative program to another. The funding sources of the Collaborative are: Grants – Special General Assembly, Rhode Island Department of Education and others as available, purchasing of services by member districts and contributions by member districts as determined by the Collaborative Council.

ARTICLE VIII

Contracts with Members of Southern Rhode Island Regional Collaborative or the Collaborative Council

No member of the Collaborative Council, or member of the Collaborative Committee, or officer of the Southern Rhode Island Regional Collaborative shall be interested, directly or indirectly, in any contract relating to the operations conducted by it, nor in any contract for furnishing services of supplies to it, unless the fact of such interest first shall have been disclosed to the Collaborative Council at the meeting at which such contract is so authorized and Council shall find that such contract is in the best interests of the Southern Rhode Island Collaborative.

ARTICLE IX

Fiscal Year

Except as from time to time otherwise provided by the Collaborative Council, the fiscal year of the corporation shall be from July 1 to June 30 of each year.

ARTICLE X

Indemnification of Council, Directors and Officers

Any person, who at any time serves or shall have served as a member of the Collaborative Council, Collaborative Committee or officer thereof, whether or not in office at the time, shall be indemnified, held harmless and reimbursed against and from any and all claims and liabilities to which he/she may become subject by reason of such service and against or for any and all expenses necessarily incurred or amount paid in connection with the defense or reasonable settlement of any legal or administrative proceedings to which he/she shall be finally adjudged to be liable for misconduct in the performance of his/her official duties. In such instances, the Southern Rhode Island Regional Collaborative shall have the option to provide legal assistance or to permit such person to do so, at its expense. Such right of indemnification and reimbursement shall also extend to the personal representative of any such person. Such rights

shall not be deemed exclusive of any other rights to which such member of the Council, officer or his/her personal representatives may be entitled under any other By-Law or any agreement, or any vote of the member Collaborative Council, or Collaborative Board of Directors, or by law.

ARTICLE XI

Amendment or Repeal

These By-Laws may be amended, repealed, or added to by vote of two-thirds (2/3) of the members of the Collaborative Council at any regular or special meeting, provided that the notice of such meeting shall specify the proposed amendment, repeal or new By-Law.

ARTICLE XII

Parliamentary Authority

The rules contained in ROBERTS RULES OF ORDER, revised edition, shall govern meetings of the Collaborative Council, the Collaborative Committees and of their respective committees in all cases not inconsistent with the By-Laws.

ARTICLE XIII

Collaborative Special Education Advisory Committee

The Collaborative Special Education Advisory Committee, if necessary and appropriate, shall be formulated in accordance with existing Regulations.

ARTICLE XIV

CLAUSES

Notwithstanding any other provisions of these articles, the organization is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, and shall not carry on any activities not permitted to be carried out by an organization exempt from Federal income tax under IRC 501(c)(3) or corresponding provisions of any subsequent tax laws.

No part of the net earnings of the organization shall inure the benefit of any member, trustee, director, or officer of the organization, or any private individual (except that reasonable compensation must be paid for services rendered or to or for the organization.), and no member, trustee, or officer of the organization or any private individual shall be entitled to share in the distribution of any of the organization's assets on dissolution of the organization.

No substantial part of the activities of the organization shall be carrying on propaganda or otherwise attempting to influence legislation (except as otherwise provided by IRC 501(h) or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidates for public office.

In the event of dissolution, all of the remaining assets and property of the organization shall, after payment of necessary expenses thereof, be distributed to such organizations as shall qualify under section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws, or to the Federal government or State or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of Rhode Island.

In any taxable year in which the organization is a private foundation as described in IRC 509(a), the organization shall distribute its income for said period at such time and manner as not to subject it to tax under IRC 4942, and the organization shall not engage in any act of self-dealing as defined in RIC 4945(d) or corresponding provisions of any subsequent Federal tax laws.

SUPERINTENDENT/SCHOOL COMMITTEE REPRESENTATIVE

DATE

SUPERINTENDENT/SCHOOL COMMITTEE REPRESENTATIVE

DATE