Amended Agreement Creating ACES

Area Cooperative Educational Services

AGREEMENT entered into as of 25th day of September, 1997 by and between the undersigned Boards of Education, each of which is hereunto duly authorized,

WITNESSETH THAT

WHEREAS, the undersigned Boards of Education are required under the General Statutes of the State of Connecticut to provide services, programs and activities for the education of children within their respective towns or districts and,

WHEREAS, said Boards of Education desire to establish a cooperative arrangement for the performance of such duties as may be more efficiently or effectively carried out on a regional basis, as authorized by Section 1O-66a of the General Statutes of the State of Connecticut as amended, and

WHEREAS, Area Cooperative Educational Services (hereinafter called "A.C.E.S.") is a presently existing voluntary association of member Boards of Education engaged in activities similar in nature to those contemplated by said cooperative arrangement and is willing to continue said activities for the mutual benefit of the undersigned Boards of Education, and

WHEREAS, the said Boards of Education desire to qualify A.C.E.S. as a Regional Educational Service Center (hereinafter called "R.E.S.C."), pursuant to Section 10-66a of the General Statutes of Connecticut, as amended,

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth; it is agreed that:

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Article I - Purpose and Membership

1. The undersigned Boards of Education hereby designate and appoint Area Cooperative Educational Services as a Regional Educational Service Center to supervise and provide cooperative educational services as hereinafter set forth.

2. The previous governing agreement entered into between the undersigned Boards of Education as of July 1, 1972, which designated A.C.E.S. as the supervisory agency for certain cooperative educational programs is hereby terminated and canceled (except as hereinafter provided in Article IX, Paragraph 1A) it being the intent of this Agreement that it shall constitute the operative document creating and governing A.C.E.S.

3. A.C.E.S. shall be a public educational authority under the laws of the State of Connecticut. The members of the association shall be the undersigned Boards of Education, together with such other parties as may be from time to time admitted to membership as hereinafter set forth.

4. The purpose of A.C.E.S. shall be to furnish programs and services to the participating Boards of Education. To fulfill said purpose, A.C.E.S. shall have the following powers:
   A. To apply for, receive directly and expend on behalf of the member Boards of Education, which hereby designate A.C.E.S. their agent for said purposes, any State or Federal grants including but not limited to direct state reimbursement as provided in Section 10-76g of the Connecticut General Statutes, which may be allocated to school districts for specified programs, the supervision of which has been delegated to A.C.E.S.
   B. To receive and disburse funds appropriated to the use of A.C.E.S. by the member Boards of Education, the State or the United States, or given to A.C.E.S. by individuals or private corporations.
   C. To buy, sell, lease, exchange or accept by gift or bequest real or personal property. In actions to purchase or sell real property, a majority of the representatives of the member school districts of A.C.E.S. must be present and vote aye.
   D. To employ personnel and to retain the services of attorneys, appraisers and other consultants.
   E. To enter into contracts.
   F. With respect to borrowing:
      i. All powers conferred by law upon R.E.S.C.s generally, or A.C.E.S. specifically;
      ii. To borrow money in anticipation of any payments to be made by any Board of Education or state or federal agency but not yet received;
      iii. To issue bonds, notes or other obligations (collectively, the "Bonds") and, notwithstanding any other provision of this Agreement, levy, assess and pledge any one or more specific, or all of A.C.E.S.’s real or personal property; grants, receipts, service fees or any other revenue or property of A.C.E.S. to pay for the debt service requirements of such Bonds, to pay for other funding requirements of the Bonds, and to pay for agreements providing for or entered into in connection with their issuance (including those set forth in section (iv)), and to secure the payment thereof
      iv. To establish, fund, and maintain reserves, sinking or other funds and to pledge such funds to the payment of Bonds, agreements providing or entered into in connection with the issuance of Bonds, including trust indentures, agreements concerning the operation and maintenance of the facility financed, agreements, including those described in section 7-369b of the general statutes, necessary or appropriate to issue bonds the interest paid pursuant to which is excluded from federal income taxation in accordance with federal law as the same may be
amended, agreements concerning continuing disclosure as set forth in Public Act 95-270 of the Connecticut General Assembly and as applied to R.E.S.C.s or such other purpose determined to be advantageous or convenient to enhance the marketability of the Bonds or the proposed purpose to be financed.

v. A working capital line of credit which is intended to meet working capital shortfalls, grant anticipation notes and other borrowings not intended as long term permanent financing shall be authorized by the approval of a majority of those voting at a Board meeting;

b. Bonds which do not meet the requirements of "(a)" above shall be authorized at a Board meeting at which at least a majority of the Board representatives (or alternates) of the Member School Districts are present and a majority of those present vote for approval of the Bond authorization;

vi. The resolution authorizing the issuance of the Bonds may delegate to any one or more A.C.E.S. officials or officers the authority to determine the specific revenue or property to access, levy and pledge to secure the Bonds, the terms of indentures of trust or other agreements entered into in connection with their issuance, the interest rate or discount or manner of determination thereof; their amortization, all other terms, details and particulars pertaining to the issuance, sale, security for payment thereof and all other matters, whether or not enumerated herein, which are necessary, convenient or desirable to secure the Bonds or enhance their marketability, and to enter into and sign contracts on behalf of A.C.E.S. in respect thereof. Unless otherwise provided in the authorizing resolution the terms, conditions and details of the issuance, including those set forth in this section 4F(vi), shall be determined by a majority of the Chairman of the Board, Vice Chairman of the Board, Executive Director, and Fiscal Officer;

vii. No resolution authorizing the issuance of Bonds shall be adopted except upon notice of a meeting mailed to each representative (or alternate) not less than five (5) days prior to the Board meeting at which the resolution is to be enacted, provided that representatives (or alternates) who were not provided notice in accordance herewith may sign a waiver of notice. If all representatives (or alternates) who were not provided notice execute such waiver, the foregoing notice provisions shall not apply and the Bonds may be authorized and issued without such five (5) day notice;

viii. The provisions of this section shall be effective immediately upon adoption. Any Bonds authorized, issued, or agreements entered into, in accordance with the procedures of this section 4.F., including any agreement constituting a pledge of or lien on property or revenue of A.C.E.S., shall be valid and binding obligations of A.C.E.S. enforceable against it in accordance with the terms of such Bonds and agreements.

G. To provide additional cooperative educational services to any or all member Board Education or other educational institutions, including parochial Schools, independent schools and colleges and universities, upon such terms and conditions as may approved by the Board of Directors pursuant to Article II herein.
H. To exercise any power or authority, and to engage in any act or activity, authorize law, including, but not limited to, the Connecticut General Statutes and Conned Public and Special Acts, as the same are amended from time to time.

I. In order that A.C.E.S. may apply for, receive and administer grants from the State or Fed governments for the benefit of the member Boards of Education, it is specifically agreed each undersigned member Board of Education will be responsible to the State government the use of State or Federal funds for those services and programs in which it participates, will also be responsible for return to the State Treasurer of any unused balances of funds where legally required or funds found owing to the State as the result of a proper and accepted a involving such member board.

J. No part of the earnings of A.C.E.S. may inure to the benefit of any private person or entity.

Article II - Governing Body - Meetings

The affairs of A.C.E.S. shall be governed by a Board of Directors (hereinafter the "Board"):

1. The Board shall consist of one representative appointed by each member Board of Education from its membership. The Board shall be the policy-making body for A.C.E.S. and approve all programs and services to be provided by A.C.E.S. and shall adopt the annual budget.

2. The term of office of each Board member shall be for one year, commencing on July 1. Each member Board of Education shall designate in writing, on or before June 1 of each year representative for the ensuing term. Any member Board of Education may remove representative to the Board during said representative's term by giving written notice to Secretary of the appointment of a new representative. Board members shall be eligible reappointment for additional terms.

3. In the event of a vacancy on the Board, whether by reason of resignation, death, disability any other cause, the member Board of Education whose position is thus vacant shall promptly appoint a replacement to serve for the remainder of the current term.

4. In the month of May in each year, the Board shall appoint three members, as needed, to Board to serve for a one-year term commencing on the following July 1 in an advisory capacity and without any voting rights. Said three additional members shall be representatives of: (1) parochial schools; (2) independent schools, and (3) colleges and universities, that are at time either using the services or facilities of A.C.E.S. or otherwise cooperating with programs of A.C.E.S.

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Article III - Officers and Subcommittees

The following officers of the Board shall be elected at the July meeting of each year to take office meeting for a term of one year:

1. A Chairman, who shall preside over all regular and special meetings of the Board, and shall call special meetings of the Board, and who shall call Special meetings in his discretion or upon petition as set forth above.
2. A Vice-Chairman, who shall preside in the absence of the Chairman, and who shall assist Chairman in such manner as the Chairman shall direct.
3. A Fiscal Officer who shall have the authority to co-sign checks and financial documents as necessary.
4. The Board may appoint from time to time such subcommittees as it may deem necessary or appropriate. An Executive Committee of three or more Board members may be designated vote of a majority of all voting members of the Board. The Executive Committee, if there be one, shall have all of the authority of the Board between meetings of the Board, except that it shall not amend this Agreement, authorize the borrowing of money, or change the rate of compensation of any employee of A.C.E.S. The Executive Committee shall keep minutes of its proceedings and shall make such report thereof to the Board as the Board shall require.

Article IV - Executive Director

1. The administration of A.C.E.S. and its programs shall be delegated to an Executive Director who shall be employed upon such terms and conditions as the Board shall approve. The Executive Director shall be an ex-officio nonvoting member of the Board and subcommittees thereof. He shall also serve as Secretary and Treasurer of the Board.
2. The Executive Director shall have the authority to employ personnel and to negotiate the terms and conditions of their employment, subject to the confirmation by the Board and compliance with all applicable laws. The Board shall from time to time adopt job descriptions for personnel and personnel policies. The Executive Director shall have authority to sign checks and financial records and to enter into contracts as authorized by the Board on behalf of A.C.E.S.

Article V - Finances and Budget

1. The fiscal year of A.C.E.S. shall commence on July 1 of each year and end on the following June 30.
2. All officers and employees of A.C.E.S. responsible for the handling of funds shall be bonded in amounts satisfactory to the board.
3. An accounting system will be established and maintained in accordance with generally accepted accounting practices and all applicable State and Federal Regulations. The Board shall from time to time appoint a firm of Certified Public Accountants to serve at the pleasure of the Board as
the auditor for A.C.E.S. An annual audit for the preceding fiscal year shall be made by the auditor in August of each year. Special audits shall also be made from time to time as required by applicable State, private or Federal programs, and shall conform to audit standards issued by the state Department of Education and the State Tax Department. Copies of special audits shall be filed with the appropriate granting authority. Copies of all audits will be made available to all Board members at the first regular meeting after the auditor's report is received. After such meeting, copies of the auditor's report will be mailed to each member Board of Education. Financial records will be kept on file at the office of A.C.E.S. for such periods as may be consistent with generally accepted accounting practices and all allowable State and Federal regulations.

4. The Executive Director shall be responsible for the preparation of a budget for the ensuing year, to be presented to the Board on or before March 1 of each year. Said budget will include the cost of operating each program for the fiscal year, estimated revenue from State and Federal grants, estimated revenue from the sale, rental or provision of educational materials and services, estimates of any projected revenue from other sources, and the proposed membership dues and fees to be charged to member Boards of Education and nonmember users of services and facilities, including interest of 1% per month on payments of fees after such payments are more than 90 days in arrears.

5. On or before May 1 of each year, the Board shall adopt either the budget prepared by the Executive Director or an amended version thereof, and shall cause a copy thereof to be delivered to each member Board of Education.

6. On or before January 15 of each year the Executive Director shall prepare and submit to the Board a schedule of proposed fees for the services and facilities of A.C.E.S. for the ensuing fiscal year to be paid by all member and nonmember users of such services and the proposed general membership dues to be paid by all member Boards of Education. The general membership dues shall be appropriated for general administrative services and overhead expenses, the development of new services, and the evaluation of programs provided for in Article X and shall be calculated for each member Board on the previous year's Average Daily Membership as that term is defined in Sec. 10-261, Connecticut General Statutes. The Board shall adopt the fee and dues schedule on or before March 15 and shall cause a copy of said fee and dues schedule to be delivered to all member Boards of Education and to such nonmembers as it shall determine.

7. Each undersigned member Board of Education agrees to pay its respective share of the cost of administration of A.C.E.S. as set forth in the approved membership dues schedule and to pay the proposed fees for services and programs in which it participates within 90 days of billing therefore or to pay interest of 1% per month thereafter until such fees are paid.

8. Prior to final budget approval each year, the Board shall review and evaluate all contracts, leases, insurance policies and other obligations of A.C.E.S.

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Article VI - Agreements with Non members and for Additional Services - New Members

1. Nonmember Boards of Education and educational institutions may enter into written agreements with A.C.E.S. for the provision of services and facilities upon such terms and conditions as may be approved by the Board.
2. Subject to approval by the Board, and upon such terms and conditions as the Board may require, A.C.E.S. may provide services for two or more member Boards of Education pursuant to supplementary agreements between such member Boards of Education.

3. Any Board of Education not a party to this original Agreement may apply for membership at any time. Said application shall be in writing, together with evidence that the application and membership in A.C.E.S. have been duly authorized and such other information as the Board may require. The applying Board of Education shall become a member of A.C.E.S. upon the duly authorized execution by it of a written agreement containing its agreement to be bound by all of the terms and provisions of this Agreement and shall thereupon designate a representative to the Board.

Article VII - Cancellation of Membership and Dissolution

1. Any member Board of Education may withdraw from membership in A.C.E.S. as of the next fiscal year beginning July first, after prior written notice to all member Boards of Education at least six months before the start of the said fiscal year beginning July first. Upon notice of withdrawal by any member Board of Education, the Chairman shall appoint a subcommittee, composed of the withdrawing member's representative to the Committee and two other Board members, to prepare a plan for implementing the purchase of the withdrawing member's interest (as that term is defined in Article IX herein) in the property of A.C.E.S. Said plan shall be subject to approval by the Board and may provide for postponement of up to 4 years of the payment of the purchase price. The value of said interest in the property of A.C.E.S. shall be assessed on the effective date of cancellation and may not exceed said member Board's proportionate share of the purchase price of A.C.E.S. property, as determined pursuant to Article IX herein. In the event the amount of the assessed purchase price exceeds $10,000, the Board may elect to pay said amount over a period of years not to exceed 4 years.

2. In the event that a withdrawal notice pursuant to Paragraph 1 above would, as of its effective date, reduce the remaining membership to less than four member Boards, then A.C.E.S. shall be dissolved effective on the June thirtieth following receipt by the member Boards of the said notice of withdrawal, subject to the provisions of Connecticut General Statutes.

3. In that event, the Board shall prepare a plan for implementing the return to each member of its interest as defined in Article VIII in the property of A.C.E.S. Said plan shall be subject to approval by the Board and any pledge of or lien on said property as authorized by A.C.E.S. Said plan may not provide for any person, firm, corporation, organization or association to receive any profit from or share of the property of A.C.E.S. or the proceeds therefrom.

Article VIII - Disposition of Assets

In connection with the dissolution of A.C.E.S., and after payment of its debts, its assets shall be distributed as follows:

1. Assets acquired under Federal grants shall, be assigned as prescribed under the Code of Federal Regulations. All other assets shall be assigned proportionally pursuant to the assessment
method provided for in Article VIII herein. Said plan shall also provide for settlement of any obligations of A.C.E.S. and the transfer of the respective pro rata share of property or the respective pro rata share of proceeds thereof to each member Board of Education.

2. Nothing hereinbefore provided shall prevent a member Board of Education or a nonmember institution from loaning or leasing property to A.C.E.S. and retaining title to the same, nor shall the provisions of this Section affect any property the title to which is retained by any State or Federal agency.

Article IX - Valuation of Members' Interest in Assets of A.C.E.S.

1. All property of A.C.E.S. both real and personal, shall be held by A.C.E.S. for the beneficial interest of the member Boards of Education. Appropriate accounting procedures will be maintained to reflect each member Board of Education's interest in said property. The interest of each member Board of Education shall be determined as follows:
   
   A. For property acquired prior to July 1, 1972, each member Board of Education and nonmember institution that participated in A.C.E.S. prior to said date shall be entitled to an interest in said property in proportion to its actual contribution, in cash or otherwise, for the acquisition of said property. The auditor for A.C.E.S. shall prepare a schedule of said property and the interest of the member Boards of Education and nonmembers in the same as of July 1, 1972.
   
   B. For property acquired on or after July 1, 1972, the interest of each member Board of Education at any given time shall be computed on the basis of the ratio which the total average daily membership of such member Board of Education since July 1, 1972, or the date of its membership in A.C.E.S. if membership commenced after July 1, 1992, bears to the total cumulative average daily membership of all member Boards of Education since July 1, 1972. For the purpose of permitting the above calculation of property interests, the auditors for A.C.E.S. shall develop and maintain an inventory of all property, other than supplies consumed in the normal course of business, originally costing $100.00 or more, together with schedules for the depreciation of the same.

Article X - Annual Evaluation

The Board shall annually, following the close of the school year, furnish to each member Board of Education an evaluation of the programs and services provided by the Board of Directors.
Article XI - Amendments

This Agreement may be amended by the written agreement of all member Boards of Education. No such amendment shall contravene the requirements of any Federal statute or regulation. All amendments shall be filed immediately with the State Board of Education.

Membership rights under this Agreement may not be assigned. Each member Board of Education shall be bound by all of the terms and provisions of this Agreement until the effective date of withdrawal of said member Board of Education or the effective date of dissolution of A.C.E.S. as hereinbefore provided.

IN WITNESS WHEREOF, the undersigned Board of Education have caused this Agreement and one or more counterparts to be executed by their duly authorized agents and a certified copy of the resolution authorizing execution of this Agreement and membership in A.C.E.S. in accordance with the terms of this Agreement to be attached to the original copy hereof, as of the date first above written.

__________________________________________  ________________________
Executive Director, ACES  Date

__________________________________________  ________________________
Authorized Signature District  Date