

CONSTITUTION

MEMBERSHIP AGREEMENT AND CONSTITUTION
under 10-66 Connecticut

LEARN
Regional Educational Service Center

AGREEMENT entered into as of the tenth day of November of 1994 by and between the undersigned Boards of Education, each of which is hereunto duly authorized,

W I T N E S S E T H T H A T

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 10-66 of the General Statutes of the State of Connecticut, as amended, and

WHEREAS, Project LEARN, as Interdistrict Committee organized under 10-158 is a presently existing voluntary association of member Boards of Education engaged in activities similar in nature to those contemplated by said cooperative arrangement under 10-66 and is willing to perform said activities for the mutual benefit of the undersigned Boards of Education, and

WHEREAS, the said Boards of Education desire to qualify Project LEARN as a Regional Educational Service Center pursuant to section 10-66 of the General Statutes of the State of Connecticut, as amended,

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

ARTICLE I - PURPOSE AND MEMBERSHIP

1. The undersigned Boards of Education hereby designate and appoint Project LEARN (henceforth known as LEARN) as a Regional Educational Service Center for the purpose of supervising and providing cooperative educational programs and services. LEARN shall also consider problems, opportunities and programs affecting education and shall assist its participating schools to improve the quality of education.

2. LEARN, a Regional Educational Service Center, shall be public educational authority under the laws of the State of Connecticut. To fulfill said purpose, LEARN Regional Educational Service Center, shall have the following powers:
 - a. To apply for, receive directly and expand on behalf of the member Boards of Education, which hereby designate LEARN, Regional Education Service Center, their agent for said purposes, any Federal or State grants including direct state reimbursement as provided in the Connecticut General Statutes, which may be allocated to school districts for specified programs, the supervision of which has been delegated to LEARN, Regional Educational Service Center.
 - b. To receive and disburse funds appropriated to the use of LEARN, Regional Educational Service Center, by the member Boards of Education, the state, or the United States or given to LEARN, Regional Educational Service Center by individuals or private corporations.
 - c. To buy, sell, lease, exchange, or accept by gift or bequest real or personal property.
 - d. To employ personnel and to retain the services of accountants, attorneys, appraisers, and other consultants.
 - e. To enter into contracts.
 - f. (i) To issue bonds, notes or other obligations (collectively, the "Bonds") and pledge any or all of LEARN's real or personal property, grants, receipts, service fees or any other revenue or property of LEARN 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 or entered into in connection with their issuance, and to secure the payment thereof.
(ii) To establish, fund and maintain reserves, sinking or other funds pledged to the payment of such Bonds, agreements providing or entered into in connection with their issuance, the operation and maintenance of the facility financed, or such other purpose determined to be advantageous or convenient to enhance the marketability of the Bonds.
(iii) (a) A working capital line of credit which is intended to meet working capital shortfalls and is not intended as a long term borrowing shall be

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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 50% of the Board representatives (or alternates) are present and a majority thereof vote for approval of the Bond authorization.

(iv) The resolution authorizing the issuance of the Bonds may delegate to any one or more LEARN officials or officers the authority to determine the specific revenue or property to 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, to determine 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 is necessary, convenient or desirable to secure the Bonds or enhance their marketability, and to enter into and sign contracts on behalf of LEARN in respect thereof.

(v) No resolution authorizing the issuance of Bonds shall be adopted except upon notice of a meeting mailed to each representative (or alternates) 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 day notice.

(vi) The provisions of this section 2(f) shall be effective immediately upon adoption. Any Bonds, authorized, issued, or agreements entered into, in accordance with the procedure of this section 2(f) and after its adoption, shall be valid and binding obligations of LEARN enforceable against it in accordance with the terms of such Bonds and agreements notwithstanding that such proceedings were initiated or adopted prior to its adoption.

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- g. To provide additional cooperative educational services to any or all member Boards of Education or other educational institutions, including parochial schools, independent schools and colleges, and universities, upon such terms and conditions as may be approved by the Board of Directors.
- h. To exercise any power or authority, and to engage in any act or activity, authorized by law, including, but not limited to, the Connecticut General Statutes and Connecticut Public and Special Acts, as the same are amended from time to time.
3. 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. In order that LEARN, Regional Educational Service Center, may apply for, receive and administer grants from the State or Federal governments for the benefit of the member Boards of Education, it is specifically agreed that each undersigned member Board of Education will be responsible to the State government for the use of State or Federal funds for those services and programs in which it participates, and will 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 audit involving such member board.
5. No part of the earnings of LEARN may inure to the benefit of any private person or entity.

ARTICLE II - GOVERNING BODY - MEETINGS

The affairs of LEARN, Regional Educational Service Center, 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; approve all programs and services; establish a tuition and fee structure for all programs and services, and adopt the annual budget. An alternate Board of Education member shall be named to attend LEARN Board meetings in the absence of the regular Board of Education representative.
2. The term of office of each Board member shall be one year, commencing on July 1. Each member Board of Education shall designate in writing, on or before June 1 of each year its representative for the ensuing term. Any member Board of Education may remove its representative's term by giving

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written notice to the Secretary of the appointment of a new representative. Board members shall be eligible for reappointment for additional terms.

3. In the event of a vacancy on the Board, whether by reason of resignation, death, disability or 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 may appoint two members, as needed, to the Board to serve for a one-year term commencing on the following July 1 in an advisory capacity and without any voting rights. Said two additional members shall be representatives of: (1) non-public schools and (2) colleges and universities, that are at said time either using the programs and services or otherwise cooperating with the programs of LEARN, Regional Educational Service Center.
5. The Board shall hold ten (10) regular meetings a year, September through June at 9 a.m. Monthly meeting dates and locations shall be established at the regular December meeting for the ensuing year, January 1 through December 31. Special meetings may be held upon the call of the Chairperson or at the written request of three members of the Board. The Chairperson and/or Secretary shall give at least three days written notice of the time, place, and purpose of each Special Meeting. At any special meeting, action may be taken upon only those special matters specified in the call of the meeting. At any meeting of the Board, the members present shall constitute a quorum and the conduct of the meetings shall be governed by the rules of parliamentary procedure as presented in Robert's Rules of Order.

ARTICLE III - OFFICERS AND COMMITTEES

The following officers on the Board shall be elected at the regular June meeting to take office at the first regular meeting in September for a term of one year until the following regular September meeting:

1. A Chairperson, who shall preside over all regular and special meetings of the Board, and who shall call special meetings at his/her own discretion or upon petition as set forth above.
2. A Vice-Chairperson, who shall preside in the absence of the Chairperson.
3. A Secretary who shall approve all Board of Director's minutes.

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4. A Fiscal Officer who shall have the authority to co-sign checks and financial documents as necessary.
5. The Board may elect or appoint from time to time such committees as it may deem necessary or appropriate
6. Special temporary subcommittees shall be elected or appointed by the Board or the Chairperson. The duties of such subcommittees shall be outlined at the time of election/appointment and a special subcommittee shall be considered dissolved when its final report is made and accepted.
7. The Executive Committee shall consist of the immediate past Chairperson and current officers. Two Superintendents shall serve as ex-officio members. The Executive Committee shall have the authority of the Board to conduct routine business between meetings of the Board. The Executive Committee shall keep minutes of its proceedings and shall report regularly to the Board.

ARTICLE IV - EXECUTIVE DIRECTOR

1. The administration of LEARN, Regional Educational Service Center, and its programs and services 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 all sub-committees thereof. He/She shall serve as 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 confirmation by the Board and compliance with all applicable 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 LEARN, Regional Educational Service Center.

ARTICLE V - FINANCE AND BUDGET

1. The fiscal year shall commence on July 1 of each year and end on the following June 30.
2. All officers and employees responsible for handling of funds shall be bonded in amounts satisfactory to the Board. The cost of such bond shall be paid by LEARN.
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

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from time to time appoint a firm of Certified Public Accountants to serve at the pleasure of the Board as the auditor for LEARN, Regional Educational Service Center. 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 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 for such periods as may be consistent with generally accepted accounting practices and all applicable State and Federal regulations.

4. The Board shall set participation fees for the ensuing fiscal year, July 1 through June 30, prior to or by the regular December meeting. Further, the Board shall adopt budgets for the ensuing fiscal year, July 1 through June 30, prior to or at the regular June meeting and shall cause a copy thereof to be delivered to each member Board of Education.

ARTICLE VI - AGREEMENTS FOR ADDITIONAL SERVICES

1. Subject to approval by the Board, and upon such terms and conditions as the Board may require, LEARN, Regional Educational Service Center, may provide services for two or more member Boards of Education pursuant to supplementary agreements between such member Boards of Education.

ARTICLE VII - NEW MEMBERS

1. Any Board of Education not a party to this original Agreement may apply for membership at any time. Application for membership in LEARN, Regional Educational Service Center, shall be duly authorized and submitted in written form. The Board shall vote to grant, defer, or deny the application for membership. Membership becomes effective July 1.

ARTICLE VIII - CANCELLATION OF MEMBERSHIP AND DISSOLUTION

1. Any member Board of Education may withdraw from membership in LEARN, Regional Educational Service Center, as of the next fiscal year beginning July 1, after prior written notice to all member Boards of Education at least six months before the start of the said fiscal year beginning July 1.
2. When a member Board of Education or nonpublic school authority exercises its privilege of withdrawal from LEARN,

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Regional Educational Service Center, it shall automatically forfeit any and all claim to further use and ownership of the instructional materials, other equipment, and real property of LEARN, Regional Educational Service Center.

3. In the event that a withdrawal notice pursuant to Paragraph 1 above would, as of its effective date, reduce the remaining to less than four member Boards, then LEARN, Regional Education Service Center, shall be dissolved effective on the June thirtieth following receipt by the member Boards of Education of the said notice of withdrawal, pursuant to Section 10-66a of the Connecticut General Statutes.

ARTICLE IX - DISPOSITION OF ASSETS

1. In the event that LEARN, Regional Educational Service Center, should cease to exist for the purposes for which it was established under Article I of this Agreement, the disposition of assets at the time of termination shall be as follows:
 - A. The disposition of assets shall be determined by the members who are members at the time of termination. Revenue derived from the disposition of assets shall first be applied to the payment of LEARN's debts.
 - B. All instructional materials and equipment acquired under Federal grants shall be assigned as prescribed under the Code of Federal Regulations.
 - C. All instructional materials and equipment acquired under State grants shall be assigned as prescribed under Connecticut State Department of Education regulations.
 - D. All other assets (or the proceeds derived from their liquidation) shall revert to the members remaining as of the time of termination in the manner to be determined by them.

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 - EFFECTIVE DATE OF AGREEMENT EVALUATION

This agreement shall be effective July 1, 1978, if the Board of Education of twelve towns have elected to become members as provided in Article I and that at least four towns are from the same regional planning area.

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The first revision of the Agreement, which was adopted by the Governing Board on June 11, 1981, became effective on July 1, 1981.

Article IX was amended November 1, 1984, and became effective upon passage.

Articles II, III, IV, V were amended on December 14, 1989 and became effective upon passage.

Articles I, II, IV, V, VI, VII, VIII, and IX were amended on November 10, 1994 and became effective in passage.

ARTICLE XII - AMENDMENT

This Agreement may be amended at any meeting of the Board by affirmative vote of two-thirds of the Board, as long as notice and text of the proposed change (s) has been provided to each representative not less than thirty days prior to the meeting.

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 copy of the resolution authorizing execution of this Agreement and membership in LEARN, Regional Educational Service Center, in accordance with the terms of this Agreement to be attached to the original copy.

Revised: September 14, 2017