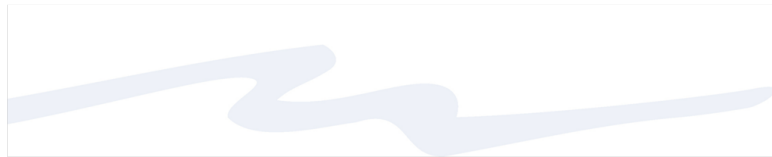




# **ARTICLES OF AGREEMENT**

***Pursuant to M.G.L. c. 40, § 4E***



# **Shore Educational Collaborative Articles of Agreement**

<b><u>Table of Contents</u></b>		<b><u>Page</u></b>
Preamble/Authority		1
Article I	Membership	1
Article II	Mission, Objectives, Focus, Purpose	1
Article III	Programs and Services	2
Article IV	Governance	3
Article V	Conditions of Membership	3
Article VI	Powers and Duties of the Board	5
Article VII	Finance	6
	A. Financial Terms	6
	B. The Collaborative Fund	7
	C. Borrowing Loans and Mortgages	7
	D. Surplus Funds	8
	E. Capital Reserve Fund	8
	F. Annual Budget Preparation & Assessment of Cost	9
	G. Transmitting the Budget and Payment Terms	10
	H. Procedures for Amending the Budget	11
	I. Financial Accounting Systems & Statements	11
Article VIII	Procedure for Amending Agreement	12
Article IX	Procedure for Admitting New Members	13
Article X	Procedure for Withdrawal of Current Members	13
Article XI	Procedure for Termination of Agreement	14
Article XII	Indemnification	16
Article XIII	Non-Discrimination	17
Signature and Approvals		18

**ARTICLES OF AGREEMENT FOR**  
**SHORE EDUCATIONAL COLLABORATIVE**

Pursuant to M.G.L. c. 40, § 4E

**PREAMBLE / AUTHORIZATION**

This document constitutes the Collaborative Agreement of the Shore Educational Collaborative (Shore), established pursuant to the provisions of M.G.L. c. 40, § 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603 CMR 50.00. This agreement, entered into by and between the school committees listed in Article I (herein, the “member districts”) will be effective upon the approval of the member districts’ school committees and the Massachusetts Board of Elementary and Secondary Education.

**ARTICLE I: MEMBERSHIP**

The membership of Shore, as of the effective date of this agreement, includes the school committees from the following districts:

- A. School Committee for the Boston Public Schools
- B. School Committee for the Cambridge Public Schools
- C. School Committee for the Chelsea Public Schools
- D. School Committee for the Everett Public Schools
- E. School Committee for the Malden Public Schools
- F. School Committee for the Medford Public Schools
- G. School Committee for the Northeast Metropolitan Regional Vocational School District
- H. School Committee for the Revere Public Schools
- I. School Committee for the Saugus Public Schools
- J. School Committee for the Somerville Public Schools
- K. School Committee for the Waltham Public Schools
- L. School Committee for the Winthrop Public Schools

**ARTICLE II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES**

Shore Educational Collaborative's **mission** is to demonstrate excellence, expertise and experience that will make us the agency of choice for students and adults with unique challenges.

The **purpose** of Shore is to create and provide high quality, outcomes-driven, and cost-effective services for students, adults with disabilities, school districts, state agencies, families and other community stakeholders. The **focus** of Shore is to provide programs and services that are specialized, unique, and economical based on our expertise and experience. Program development and delivery will be responsive to the needs of our stakeholders, i.e. recipients of service, purchasers of service, and other community and family partners.

The overall **objectives** of Shore are:

- A. to maximize access to and engagement in curricula as well as other aspects of school life for students with disabilities or other unique learning challenges so that they realize their fullest potential in academic, social, emotional, physical and health related areas;
- B. to offer high quality programs and services to a diverse range of adults with disabilities that broaden and strengthen their skills, interests, health, social and emotional well-being; and
- C. to provide or facilitate access to shared resources, training, and services that strengthen, supplement, or economize school districts' offerings. These may include: home training, drop-out prevention, credit recovery, social/emotional health and wellness, Medicaid billing services, technology management and professional development; vocational exploration and educational opportunities to students' in member districts.

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

The collaborative will offer the following programs and services:

- A. Public day school programs and integrated classroom programs in member districts' schools for students with disabilities from 3 to 22 years old; interim alternative education settings; alternative educational programs for general education students; and specialized assessments and services. In addition, the Collaborative Board of Directors is authorized to approve other and any program as allowed by M.G.L. c. 40, § 4E.
- B. Professional development, technology management and integration, consultation, Medicaid billing, home training to families and students with disabilities, sharing and accessing resources across and within school districts.
- C. Community day programs for adults with disabilities who can benefit from broad-based therapeutic and habilitation services that teach or enhance skills and interests and assist in achieving life goals.

## **ARTICLE IV: GOVERNANCE**

Each school committee executing this collaborative agreement shall annually select a school committee member to serve as its representative on the Shore Board of Directors; these collaborative Board members shall be referred to in this agreement as “appointed representatives.” An appointee of the Commissioner of Elementary and Secondary Education shall be a voting member of the collaborative Board of Directors. The educational collaborative shall be managed by this collaborative Board of Directors, hereinafter referred to as the “Board”.

- A. Ten regular meetings of the Board shall be held monthly from September to June. July and August meetings, as well as additional meetings throughout the school year, will be scheduled at the discretion of the Board.
- B. A quorum for conducting business shall consist of a simple majority of the voting, serving appointed representatives to the Board. A quorum is not needed to close the meeting.
- C. In order to pass any motion, a majority vote of the appointed representatives present shall be required, except that a vote to terminate the collaborative shall be approved in accordance with Article XI of this agreement.
- D. All business will be conducted in accordance with *Robert's Rules of Order*. The Executive Director, or designee, will act as Executive Secretary to the Board. The Executive Director shall attend all Board meetings but shall not be entitled to a vote.
- E. The Board shall annually organize itself by electing a Chairperson and Vice-Chairperson, by a majority vote of the appointed representatives present at the last meeting of a fiscal year for a term to be served the following fiscal year.
- F. The Board shall give public notice of the dates, times, and locations of all meetings in accordance with the Open Meeting Law, M.G.L. c. 30A, §§ 18-25. Detailed accurate records of every meeting shall be adopted by a majority vote of the appointed representatives at an open meeting. These minutes shall be posted and retained in accordance with the law pertaining to open meetings of governmental bodies.
- G. The collaborative shall establish and maintain an internet website in accordance with M.G.L. c. 40 § 4E that shall include at a minimum: a list of all of the appointed representatives on the Shore Board; copies of the minutes of meetings held by the Board; a copy of the collaborative agreement and any amendments; a copy of the most recent annual report and independent audit; and contact information for key educational collaborative staff members.

## **ARTICLE V: CONDITIONS OF MEMBERSHIP**

Each member district shall have the following rights and responsibilities as a member of Shore:

- A. Each appointed representative shall be entitled to a vote.

- B. Membership dues in the collaborative shall be established annually, as described in Article VII of this agreement.
- C. Each appointed representative shall be responsible for providing timely information and updates to its appointing member district on collaborative activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2) and for providing other information as required or requested.
- D. Each appointed representative shall be an active and engaged voting member and is expected to attend every Board meeting and fulfill all duties required by the Board, by law, and by this collaborative agreement. When an appointed representative has missed three consecutive regularly scheduled meetings, the Executive Director will notify the appointed representative of the absences and the expectations specified in this agreement. If further absences occur, the Board shall notify the appointed representative's School Committee of the absenteeism, request that some remedial action be taken prior to the next scheduled Board meeting, and inform the school committee of its due process rights. If there is no representation at the subsequent Board meeting, the member district shall become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. At any time, the member school committee provides an appointed representative who attends the required meetings, full, active membership will be reinstated.
- E. Each appointed representative must attend training required by the Department of Elementary and Secondary Education ("Department") as outlined in M.G.L. c. 40, § 4E; 603 C.M.R. 50.05 and 603 C.M.R. 50.12(3). Should an appointed representative fail to complete the required training within the time set in law and regulations, a member district 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 shall continue to have all other rights and obligations of membership. The member district shall become an active member and voting rights shall be reinstated once the appointed representative completes the training.
- F. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member.
- G. No appointed representative shall serve as a member of a board of directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E, as most recently amended.
- H. No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting Board member and no member district shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual, unless the member district is replacing the appointed representative with that individual.

**ARTICLE VI: POWERS AND DUTIES OF THE BOARD AND APPOINTED REPRESENTATIVES  
TO THE BOARD**

The Shore Board shall manage the educational collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability over the operation of the educational collaborative. The Board shall be vested with all authority and responsibilities provided to it by M.G.L. c. 40, § 4E and 603 CMR 50.00 and all acts and regulations amendatory thereof, including but not limited to the following:

- A. It is the function and responsibility of the Board to formulate policy for the collaborative, to hire all staff, and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.
- B. The collaborative shall be a public entity and its Board members and employees shall be public employees subject to M.G.L. c. 268A.
- C. The Board shall hire or appoint an Executive Director, to serve under its general direction, to manage and supervise the collaborative, oversee the day to day operation of its programs and services, and implement policies of the Board. The Executive Director shall have the authority granted by M.G.L. c. 40, § 4E. The Board shall annually evaluate the performance and effectiveness of the Executive Director.
- D. The Board shall hire a Business Manager or an employee with responsibilities similar to those of a town accountant to oversee collaborative finances, at least one school nurse to support collaborative programs, and a Treasurer, who shall annually give bond consistent with the requirements of M.G.L. c. 40, § 4E. The Board shall annually evaluate the performance and effectiveness of the Treasurer and ensure that an annual evaluation of the performance and effectiveness of the Business Manager is conducted.
- E. The Board shall ensure that there is segregation of duties between the Executive Director, Treasurer, and Business Manager and that none of these employees nor any other collaborative employees shall serve as members of the collaborative Board or as officers or employees of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E.
- F. The Board shall be vested with the authority to enter into agreements with member and non-member districts or other collaboratives to establish mutually beneficial programs, services or pricing arrangements, to lease space, coordinate healthcare services, or other agreements that support the mission and activities of the collaborative.
- G. The Board shall be responsible for:
  - 1. ensuring adherence to this collaborative agreement and progress toward achieving the purposes and objectives set forth in the agreement;
  - 2. determining the cost-effectiveness of programs and services offered by the collaborative;

3. ensuring that any borrowing, loans, or mortgages are cost-effective, necessary to carry out the purposes for which the collaborative is established, in the best interest of the collaborative and its member districts, and consistent with the terms of the agreement, including the provisions of Article VII, Section C; and
  4. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate.
- H. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district. The Board is a public employer and shall hire all employees of the educational collaborative and ensure that all employees possess the necessary and required credentials and approvals, including those required by M.G.L. c. 71, § 38G and 603 CMR 7.00, M.G.L. c. 74 and 603 CMR 4.00, and all acts and regulations amendatory thereof.
- I. The Board shall develop such policies as it deems necessary to support the operation of the collaborative, including, but not limited to, policies relative to personnel, students, finance and internal controls, health and nursing, and any other policies required by state or federal law and regulation. The Board shall review the effectiveness of such policies to ensure currency and appropriateness, and may establish a subcommittee to make recommendations to the whole Board concerning such policies.
- J. The Board shall ensure that the collaborative completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing information, reports or documents as the Department and other appropriate governmental agencies deem necessary. The Board shall ensure that annual reports and annual independent audits are filed by January 1st with the Commissioner of Elementary and Secondary Education, posted on the collaborative's website, and submitted to the state auditor, and the chair of each member district consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00. The website posting will also include the instructions that the collaborative will make available printed copies of the most recent reports to the public upon request.
- K. The Board shall establish a process to provide member districts, students, parents/guardians, the Board of Elementary and Secondary Education, and the public all information that is required by law and regulations.

## **ARTICLE VII: FINANCE**

- A. Financial Terms:
1. Subject to the approval of the Board, the Executive Director may enter into contracts in order to purchase supplies and materials, lease land and equipment, and obtain the funds for services that support the purpose for which the collaborative was established.



2. Membership dues shall be assessed to each member district on July 1 of each year. The amount assessed is a fixed rate, i.e. the same amount for all members regardless of the size of their school districts or number of enrollees to Shore services, and is used to support administrative costs. Any changes in membership fees will be determined by a majority vote of the Board.
3. The Board may vote to apply for and accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.
4. The collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

B. The Collaborative Fund:

1. The Board shall establish and manage a fund to be known as the *Shore Educational Collaborative Fund* (herein, “the Shore fund”).
2. The Shore fund shall be the depository of all monies paid by the member districts and non-member districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the collaborative Board and deposited in the fund.
3. The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the collaborative without further appropriation.
4. All payments will be approved by the Board through a warrant system.
5. The Treasurer may make appropriate investments of funds of the collaborative not immediately necessary for operations, consistent with M.G.L. c. 44, § 55B.

C. Borrowing, Loans, and Mortgages:

1. The Board may authorize the borrowing of funds or enter into short- or long-term agreements or mortgages, and acquire or improve real property to support collaborative operations, 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 collaborative is established.
2. In the event that such borrowing loan or mortgage is for the acquisition or improvement of real property:
  - a. the Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the collaborative Board at which the final vote is taken;
  - b. the Board shall provide notice to each member district within thirty (30) calendar days of applying for real estate mortgages; and
  - c. the Board shall approve such action by a majority vote.

D. Surplus Funds:

1. Unexpended general funds (as defined in 603 CMR 50.00) at the end of the fiscal year plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus.
2. The determination of cumulative surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(10), funds deposited in trust in accordance with M.G.L. c. 32B, § 20 and any amounts prepaid for services or tuitions in accordance with M.G.L. c. 40, § 4E.
3. The Board will retain no more than 25 percent in cumulative surplus as defined in 603 CMR 50.07.
4. 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 of the cumulative surplus.
5. The Board shall annually determine whether such surplus funds are within the established twenty-five percent limit, and whether the funds will be retained by the collaborative or returned to the member districts. If the cumulative surplus exceeds twenty-five percent, any amount over the twenty-five percent limits will be refunded according to paragraph (6) below.
6. In the event an amount is to be refunded to the member districts, each member district share will be apportioned a percentage equal to its prior year total charges paid to Shore through tuitions, fees for service, and other administrative or program charges relative to total revenue collected by all member districts for student services and related services.

- E. Capital Reserve Fund: Shore may create a capital reserve fund to support costs associated with the acquisition, maintenance, and/or improvement of fixed assets, including real property, pursuant to a capital plan.

1. Funds in a capital reserve shall be used only for the project or purpose for which the fund was established.
2. The establishment of a capital reserve fund shall be subject to the approval of two-thirds of the member districts. The request for approval must state the reason for the reserve and a limit on the balance that may be held in reserve.
3. Deposits into or withdrawals from the capital reserve fund shall be proposed and approved through the budget.
4. In the event that the purpose for which the capital reserve fund was created requires modification, the Shore Board shall revise its capital plan and provide notice to all member districts. If any member district does not vote to disapprove the revised capital plan within a 45-day period, that member shall be deemed to have approved the revised capital plan. Two-thirds (2/3) approval of the member districts is required to revise the capital plan.

**F. Annual Budget Preparation and Assessment of Costs**

1. Development of the Collaborative Budget: The Board shall annually determine the collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, § 4E, and 603 CMR 50.00, promulgated by the Board of Elementary and Secondary Education and this agreement.
2. The Board shall propose a budget for the upcoming fiscal year at least sixty days prior to the close of the current fiscal year. The Board shall identify the programs and services to be offered by the collaborative in the upcoming fiscal year and the corresponding costs.
3. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
4. Expenditures from grant funds, trust funds, and other funds not designated as general funds that by law may be expended by the Board without further appropriation shall be segregated in the budget.
5. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments and deposits to or withdrawals from the capital reserve.
6. The general fund budget will be classified into such line items as the Board shall determine but, at a minimum, delineate amounts for operating expenditures, including, administration, instructional and rental expenses and capital expenditures, including debt service payments and deposits to or expenditures from capital reserves.
7. The proposed budget shall delineate the tuition rates, membership dues, other fees for services to be paid by member and non-member districts, and rates established by other state agencies and shall be adopted by the Board.

8. Tuition rates and other fees are established based on actual costs associated with programs' operations and expenses and the number of anticipated enrollees or participants. Tuition rates may be changed by the Board when it determines that cost increases or changes in utilization warrant these rate changes for the program(s) and services related to these conditions and will require a budget amendment in accordance with Section VII. H. of this agreement.
9. A non-member surcharge, not greater than 10%, may be assessed for students enrolled in Shore programs from non-member districts and/or for professional development, consultation, specialized assessments or evaluations, financial or other administrative services. The purpose of the surcharge is to provide benefit to the member districts paying annual membership fees and will be used to support administrative costs. These surcharges will be established and amended only by a vote of the Board.
10. The budget shall be discussed at a public meeting of the Board and notice shall be provided to each member district ten (10) working days before the date of the Board meeting.
11. 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 collaborative budget was first proposed but no later than June 30 of the preceding fiscal year.

G. Transmitting the Budget and Payment Terms:

1. The Treasurer shall certify and transmit the budget and the tuition rates, membership dues and fees for services for the upcoming fiscal year to each member district not later than June 30 of the preceding fiscal year.
2. The collaborative shall submit invoices to all districts purchasing services on a monthly basis during the academic year and on an annual basis to member districts for membership dues. Payment is expected within thirty days of the receipt of invoices.

H. Procedure for Amending the Budget:

1. All budget amendments shall be proposed at a public meeting of the Board.
2. Any amendment that does not result in an increase in tuition rates, membership dues or fees for services shall be approved by the Board by a majority vote.
3. Any amendment to the budget that results in an increase in the tuition rates, membership dues or fees for services shall adhere to the following procedures:

- a. All appointed representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their member districts the content of the proposed amendment.
- b. All amendments shall be voted on by the Board at a second public meeting of the Board 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 tuition rates, membership dues and fees for services to each member district not later than ten (10) working days following the affirmative vote of the Board.

I. Financial Accounting System and Statements

1. The collaborative shall adopt and maintain a financial accounting system, in accordance with generally accepted accounting principles as prescribed by the governmental accounting standards Board and any supplemental requirements prescribed jointly by any and all applicable state or federal regulatory or funding agencies. At a minimum the accounting system shall delineate:
  - a. administration and overhead;
  - b. rental of real property;
  - c. program costs;
  - d. capital expenditures, including fixed assets, real property or the improvement of real property;
  - e. debt payments;
  - f. deposits into a capital reserve; and
  - g. all additional disclosures that are required.
2. The Board shall ensure that the collaborative annually prepares financial statements, including:
  - a. a statement of net assets (government-wide);
  - b. a statement of activities (government-wide);
  - c. a governmental funds balance sheet;
  - d. a governmental funds statement of revenues, expenditures, and changes in fund balance;
  - e. a general fund statement of revenues, expenditures and changes in fund balance budget and actual;
  - f. a statement of fiduciary net assets;
  - g. a statement of changes in fiduciary fund net assets; and
  - h. a capital plan identifying current capital obligations or future planned capital projects, as applicable.

## **ARTICLE VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT**

The collaborative agreement may be amended from time to time in accordance with the following procedures:

- A. Any member district, appointed representative or the Executive Director may propose an amendment to the collaborative agreement consistent with *Robert's Rules of Order* pertaining to new business.
- B. The proposed amendment shall be presented in writing to the Executive Director of the collaborative and the chair 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 all appointed representatives and the chairs of the school committees, 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 Department for initial review.
- D. Following the Department review, the Executive Director shall make such changes as the Department 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 appointed representatives and the chairs of the member districts 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 regular meeting next subsequent to the Department 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 chair of the Board to the member districts for a vote to approve the amended agreement. Member districts shall not delegate the authority to approve collaborative agreements or amendments to any other person or entity.
- G. Once a majority of all member districts have approved and signed the amended agreement, the collaborative shall submit the signed amended agreement in accordance with 603 CMR 50.00 to the Commissioner of Elementary and Secondary Education for approval by the Board of Elementary and Secondary Education.
- H. No amendment to the collaborative agreement shall be effective until approved and authorized by a majority of the member districts and by the Board of Elementary and Secondary Education in accordance with M.G.L.c.40, § 4E(c).

## **ARTICLE IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBERS**

A school district or charter school, through its school committee or charter school board, may become a member of the educational collaborative consistent with the following terms:

- A. At least 180 days prior to the beginning of a new fiscal year, the prospective member district shall submit to the chair of the Board and the Executive Director of the collaborative notification of intent to join the collaborative and a copy of the school committee/charter school board minutes that indicates an affirmative vote of the committee/charter school board to seek membership in the collaborative.
- B. Upon receipt of the prospective member district's notification of intent to join the collaborative and the minutes, the Board will consider the request.
- C. Upon a majority affirmative vote of the Board, the collaborative agreement shall be amended, consistent with Article VIII of this agreement, to add the new member district or charter school board.
- D. The amendment may provide for the deferral of the admission of a new member district/charter school until July 1 of the subsequent fiscal year.
- E. The admission of a new member district/charter school board to the educational collaborative shall become effective only after the execution and delivery by the current member districts and the applicant school committee or charter school board of an amendment to the collaborative agreement agreeing to be bound by all the terms and conditions thereof, and approval by the Board of Elementary and Secondary Education.
- F. A school committee or charter school board may be admitted to the collaborative as of July 1<sup>st</sup> of any fiscal year provided that all required approvals, including that of the Board of Elementary and Secondary Education, are obtained by the preceding April 30<sup>th</sup> of the fiscal year prior to the fiscal year in which the new member is to be admitted to the collaborative.

## **ARTICLE X: PROCEDURE AND TIMELINE FOR WITHDRAWAL OF CURRENT MEMBER DISTRICT(S)**

- A. A member district may withdraw from Shore as of July 1st in any year provided that such member district provides written notice to every other member district that is party to this agreement as well as to the Executive Director of the collaborative and the collaborative Board of such intent at least 180 days before the end of such fiscal year, and provided that the Board of Elementary and Secondary Education has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
- B. Written notification of a member district's intent to withdraw from the collaborative at the end of a fiscal year shall include the following:
  1. Notification addressed to the chair of the Board and the Executive Director that the member district has voted to withdraw from the collaborative with the effective date of withdrawal; and

2. A copy of the minutes from the school committee meeting in which the member district voted to withdraw from the collaborative.
- C. Within thirty (30) days of notification of a member district's intent to withdraw from the collaborative, an amendment shall be prepared to reflect changes in the agreement caused as the result of the change in membership of the collaborative. The amended agreement, in accordance with Article VIII, must be approved by a majority vote of the Shore Board as well as a majority of the member districts, and submitted to the Commissioner for approval by the Board of Elementary and Secondary Education.
- D. Upon withdrawal, a former member district shall not be entitled to any assets or a portion of any assets of the collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Board.
- E. The withdrawing school committee must fulfill all of its financial obligations and commitments to the collaborative.
- F. A school committee which has withdrawn from the collaborative will continue to be liable to the collaborative for its pro-rata share of any debts, claims, demands, or judgments against the collaborative, incurred during said school committee's membership. This pro-rata percentage will be determined by averaging the three most recent fiscal years' purchase of services by this school district relative to all other revenue collected from member districts. Upon withdrawal, the withdrawing district will be reimbursed any funds prepaid to the collaborative by the member district for tuition or services under M.G.L. c. 40, § 4E.
- G. The withdrawal of any member district(s) at any time shall not affect the status of the collaborative agreement and the same shall remain in full force and effect until specifically amended. If, after the withdrawal of a member district(s), less than two member districts remain, the collaborative Board will initiate termination proceedings as provided in Article XI.

#### **ARTICLE XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT**

- A. A member district may request that the Board initiate proceedings to terminate this collaborative agreement by giving written notice to all other member districts and the Executive Director at least *twelve (12) months* before the end of the current fiscal year.
- B. Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate the collaborative and determine next steps. A two-thirds (2/3) vote of the collaborative Board is required in order to initiate termination proceedings. Should the Board vote to initiate termination proceedings,



notice must be provided to all member districts within ten (10) working days of such vote.

- C. The collaborative agreement shall only be terminated at the end of a fiscal year.
- D. The collaborative 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 districts.
- E. Following the affirmative votes of the member districts to terminate this collaborative agreement, the Executive Director shall inform the member districts and non-member districts who are served by the collaborative and the Department, in writing, 180 days prior to the effective date of any termination.
- F. Following the affirmative votes of the member districts to terminate the collaborative agreement, a final independent audit will take place and will be provided to all appointed representatives and member districts as well as to the Department, including an accounting of assets and liabilities (debts and obligations) of the collaborative and the proposed disposition of same.
- G. Prior to termination, the Board shall:
  - 1. determine the fair market value of all assets for the collaborative, including, but not limited to, real estate, capital property, equipment and supplies owned by the collaborative;
  - 2. determine the process for the appropriate disposition of federal/state funds;
  - 3. identify the member district responsible for maintaining all fiscal records;
  - 4. identify the member districts responsible for maintaining student, employee and program records;
  - 5. determine the means of meeting all liabilities (debts and obligations) of the collaborative, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts;
  - 6. distribute surplus funds or capital reserve funds to the member districts on a pro rata basis, that is: each member district share will be apportioned its percentage of charges paid to Shore through tuitions, fees for service, and other administrative or program charges. This percentage shall be calculated by averaging charges paid over the three most recent years and;
  - 7. ensure the appropriate disposition of all assets of the collaborative, including any unencumbered funds held by the collaborative, and any capital property and real estate owned by the collaborative. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the member districts on a pro rata basis, as determined in Article XI, Section G.6.
- H. Following the affirmative vote of the member districts to terminate the collaborative agreement, the Board shall notify the Department of the official termination date of the collaborative, and shall submit the documentation required by 603 CMR 50.11 to the Department.

- I. Should the Department revoke and/or suspend the approval of the educational collaborative agreement, the Board will follow all instructions from the Department, and Articles XI. E through XI. H, inclusive, shall be implemented to the extent these procedures are consistent with the order of the Department terminating the collaborative agreement.

## **ARTICLE XII: INDEMNIFICATION**

Neither the Executive Director nor any appointed representative to the Board shall be liable to the collaborative or to any member district hereof for any act or omission of the Executive Director or any appointed representative or be held personally liable in connection with the affairs of the collaborative except only arising out of the Executive Director or appointed representative's own willful misfeasance, bad faith, gross negligence or reckless disregard of duty of the collaborative or its member districts.

Neither the Executive Director nor any appointed representative to the Board or member district shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind or, against or with respect to the collaborative and the collaborative shall be solely liable therefore and resort shall be had exclusively to the collaborative property for the payment of performance thereof and each appointed representative, member district and any Executive Director shall be entitled to full indemnity and full reimbursement out of collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary to the provisions hereof, such appointed representative, Executive Director or member district shall be held personally liable. Any person dealing with the collaborative shall be informed of the substance of this provision except that any such person need not be informed of the indemnification contained herein and, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

The Executive Director and his legal representatives and each appointed representative to the Board and his legal representatives and each member district and its legal representatives shall be indemnified by the collaborative against all liabilities and expenses, exclusive of amounts paid to the collaborative, including judgments, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such appointed representative to the Board, member district or Executive Director or his/its legal representatives may be made a party or otherwise involved by reason or his/its capacity as appointed representative, Executive Director or member district, except only liabilities and expenses arising out of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the collaborative as finally adjudged in such action or, in the event of settlement or termination of such action without final adjudication, as determined by

independent counsel for the collaborative. Said right of indemnification shall be in addition to any other rights to which such appointed representative to the Board or Executive Director or member district may be entitled as a matter of law or which may be lawfully granted to him/it.

**ARTICLE XIII: NON-DISCRIMINATION**

Shore Educational Collaborative does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, disability or sexual orientation and ensures that all participants have equal rights of access and equal enjoyment of the opportunities, advantages, privileges and courses of study.

Shore Educational Collaborative is an Equal Opportunity Employer.

This agreement shall take effect on the date of approval by the Board of Elementary and Secondary Education and shall continue indefinitely. This agreement has been approved by duly authorized votes at public meetings held by the individual school committees whose chairpersons have signed below.

**Date of first reading of the Shore Collaborative Agreement by the Shore Educational Collaborative Board of Directors:** January 8, 2013

**Date of second reading of the Shore Collaborative Agreement by the Shore Educational Collaborative Board of Directors::** February 12, 2013

**Date approved by the Shore Educational Collaborative Board of Directors:**

---

**Dates approved by member school committees:**

Boston Date: Click here to enter a date.

Cambridge Date: Click here to enter a date.

Chelsea Date: Click here to enter a date.

Everett Date: Click here to enter a date.

Malden Date: Click here to enter a date.

Medford Date: Click here to enter a date.

Northeast Vocational School Date: Click here to enter a date.

Revere Date: Click here to enter a date.

Saugus Date: Click here to enter a date.

Somerville Date: Click here to enter a date.

Waltham Date: Click here to enter a date.

Winthrop Date: Click here to enter a date.

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

---

**CHAIRPERSON OF BOSTON**

---

**DATE**

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_

**CHAIRPERSON OF CAMBRIDGE**

\_\_\_\_\_

**DATE**

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_  
**CHAIRPERSON OF CHELSEA**

\_\_\_\_\_  
**DATE**

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_  
**CHAIRPERSON OF EVERETT**

\_\_\_\_\_  
**DATE**



**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_  
**CHAIRPERSON OF MALDEN**

\_\_\_\_\_  
**DATE**

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_  
**CHAIRPERSON OF MEDFORD**

\_\_\_\_\_  
**DATE**

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_  
**CHAIRPERSON OF NORTHEAST VOCATIONAL**

\_\_\_\_\_  
**DATE**

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_  
**CHAIRPERSON OF REVERE**

\_\_\_\_\_  
**DATE**

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_

**CHAIRPERSON OF SAUGUS**

\_\_\_\_\_

**DATE**

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_  
**CHAIRPERSON OF SOMERVILLE**

\_\_\_\_\_  
**DATE**

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_  
**CHAIRPERSON OF WALTHAM**

\_\_\_\_\_  
**DATE**

**SIGNATURES INDICATING APPROVAL OF THE  
SHORE COLLABORATIVE AGREEMENT BY MEMBER SCHOOL COMMITTEES:**

\_\_\_\_\_

**CHAIRPERSON OF WINTHROP**

\_\_\_\_\_

**DATE**



**SIGNATURES INDICATING APPROVAL OF THE**  
**SHORE COLLABORATIVE AGREEMENT**  
**BY THE BOARD OF ELEMENTARY AND SECONDARY EDUCATION:**

Approved by the Board of Elementary and Secondary Education:

\_\_\_\_\_

Commissioner of the Department of Elementary and Secondary Education

\_\_\_\_\_

DATE