

**AGREEMENT**  
**OF**  
**SHORE EDUCATIONAL COLLABORATIVE**

AMENDED: 4/2012

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## **PREAMBLE**

This document constitutes the Collaborative Agreement of the Shore Educational Collaborative which is established and exists pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4E, and acts amendatory thereof as they may from time to time be enacted by the legislature, by and between the municipalities of Chelsea, Everett, Malden, Medford, Revere, Saugus, Winthrop (herein-after referred to as Members); and Boston, Cambridge, Northeast Regional Vocational School, Somerville, and Waltham (herein after referred to as Adjunct Members) acting by and through their respective school committees. In consideration of the mutual promises and agreements contained herein, it is hereby agreed as follows:

## **ARTICLE I**

### **Purpose**

The Shore Educational Collaborative exists to conduct educational programs and services, which shall compliment and strengthen the school programs of member school committees and increase educational opportunities for children when it is determined that such programs and services can be most effectively and economically be provided on a collaborative basis. The Shore Educational Collaborative may, at the discretion of the Board of Directors, provide programs and services to adults with special needs.

## **ARTICLE II**

### **Powers and Duties of the Board of Directors**

1. The Board of Directors of the Shore Educational Collaborative shall consist of a Director appointed annually by each member school system, each of whom shall have one (1) vote; in addition, a designee of the Department of Education shall be a non-voting member of the Board of Directors.
  
2. The Board shall have all the powers and duties conferred and imposed upon Educational Collaborative Boards by law and conferred and imposed upon it by this Agreement and such other additional powers and duties as are specified in M.G.L. c.40, s.4E, and any amendments thereof or additions thereto not or hereafter enacted, or as may be specified in any other applicable general or special law. The Board may adopt by-laws consistent with law and with this Agreement to govern the day to day operation or other appropriate matters of the Collaborative. If a particular matter is not covered by such a document, then any such matter will be handled as the Board deems appropriate by a vote of the Board Members present and voting. The policies and procedures of the Board shall comply with the pertinent policies of the Massachusetts Board of Education as adopted and amended from time to time.

It is the function and responsibility of the Board of Directors to formulate policy for the Shore Educational Collaborative, appoint an Executive Director and Treasurer, and oversee the operation of the Collaborative to

## **ARTICLE II (Continued)**

the end that the educational needs of students enrolled in Collaborative programs are met in an effective and economical way.

3. The Board shall appoint an Executive Director and a Treasurer, each of whom shall serve at the pleasure of the Board.
  - A. The Executive Director shall have day to day responsibility for all activities of the Shore Educational Collaborative and shall be responsible for overseeing all its programs and personnel and with implementing the policy of the Board.
  - B. The Treasurer is the chief financial officer of the Shore Educational Collaborative with the powers set out in Chapter 40, Section 4E and this Collaborative Agreement. This person shall report to the Board of Directors through the Executive Director.
4. Meetings of the Board of Directors shall be held every month from September to June, unless the Board of Directors determines that meetings shall be conducted on a more frequent basis. Special meetings may be called for special purposes by the Board Chairperson.
5. A quorum shall consist of a majority of the voting members of the Board and the Board may act by a simple majority of members present and voting unless otherwise provided in this Agreement.
6. The Board shall, annually during the final meeting of the year, organize itself by electing a Chairperson and a Vice-Chairperson. The Chairperson, with the concurrence of the Board, may appoint such committee of the Board as will facilitate its' work.
7. The Executive Board shall annually in the month of October prepare or cause to be prepared a report of finances, programs, and personnel, and other matters of interest for the school year just ended and shall distribute the same to all member school committees.

### **ARTICLE III**

#### **Indemnification**

Neither the Executive Officer nor any member of the Board shall be liable to the Collaborative or to any Member hereof for any act or omission of the Executive Office or any member of the Board or be held personally liable in connection with the affairs of the Collaborative except only liability arising out of his own willful misfeasance, bad faith, gross negligence or reckless disregard of duty of the Collaborative or its Members.

Neither the Executive Officer nor any member of the Board or Member 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 or arising out of any action taken or omitted for or on behalf of 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 member of the Board, Member and any Executive Officer 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 Board member, Executive Officer or Member 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.

### **ARTICLE III (Continued)**

The Executive Officer and his legal representatives and each Board member and his legal representatives and each Member 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 member of the Board, Member or Executive Officer or his/its legal representatives may be made a party or otherwise involved by reason or his/its capacity as member of the Board, Executive Officer or Member, 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 member of the Board or Executive Officer or Member may be entitled as a matter of law or which may be lawfully granted to him/it.



## ARTICLE IV

### Financial

1. All funds of the Collaborative shall be deposited into and shall comprise the Shore Educational Collaborative Trust Fund, and the Collaborative's fiscal year shall commence July 1.

Revenues of the Collaborative shall be derived from the following sources:

- A. Each member will be assessed a membership fee to be determined annually by the Board of Directors.
  - B. Program Assessment. The costs of each program, as determined by the Executive Director and approved by the Board shall be assessed to member school committees on the basis of the number of pupils enrolled in each program from the respective school committees.
  - C. Gifts, Grants, Contributions. The Director may, with the approval of the Board of Directors, from time to time accept gifts, grants or contributions from governmental and private sources, whether in cash or in kind, which will further the purposes of the Shore Educational Collaborative.
  - D. No part of the net earnings of the Shore Educational Collaborative shall inure to the benefit of any member, trustee, director, officer of the Collaborative, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Collaborative), and no member, trustee, officer shall be entitled to share in the distribution of any of the assets upon dissolution of the Collaborative.
2. All affairs of the Shore Educational Collaborative Trust Fund shall be under the direction of the Treasurer appointed by the Board of Directors. The Treasurer may be a treasurer of a city, town or regional school district belonging to the Shore Educational Collaborative, but no member of the

#### **ARTICLE IV (Continued)**

Board of Directors of the Shore Educational Collaborative may serve as its Treasurer. Subject to the direction of the Board of Directors, the Treasurer is authorized to received and disburse funds of the Shore Educational Collaborative Trust Fund without further appropriation. The Treasurer shall be compensated in such amount as to be set from time to time by the Board of Directors. The Treasurer shall annually give bonds for the faithful performance of duties in a form and amount approved by the Commonwealth of Massachusetts Department of Revenue, and the Board of Directors of the Shore Educational Collaborative.

3. Program funds unexpended at the end of any fiscal year may, at the discretion of the Board, shall be allocated to a reserve fund, to current operations, or refunded to member school committees.
4. Funds of the Shore Educational Collaborative not immediately necessary for operations may be invested by the Treasurer, consistent with the provisiions and requirements of section 54 of Chapter 44 of the General Laws.
5. The Collaborative shall maintain tuition exchange accounts for those members who request the same. The income shall be placed in the member's reserve fund.

## **ARTICLE V**

### **Method of Termination**

The Shore Educational Collaborative may be terminated at the end of any fiscal year by a majority vote of the entire Board of Directors; it may be terminated at any other time upon a two-thirds vote of the entire Board of Directors; it may be terminated at any other time upon a two-thirds vote of the entire Board of Directors. Termination must be ratified in either case by member school committees upon the same percentage as required by the Board of Directors. In either case any vote to terminate the Shore Educational Collaborative must be taken no less than one hundred eighty (180) days prior to its intended effective date. The Executive Director shall notify the member school committees and Department of Education in writing at least one hundred eighty (180) days before such termination. Upon termination of the Collaborative its net assets, if any, shall be distributed to existing member school committees based on an average utilization for the proceeding five (5) years in participation in the Collaborative's programs and services.

Prior to termination the Board of Directors shall cause to be performed a final fiscal audit of the Collaborative, a copy of which shall be made available to each member school committee and to the Department of Education.

## **ARTICLE VI**

### **Method of Withdrawal**

Any member school committee may withdraw from the Shore Educational Collaborative as of June 30<sup>th</sup> in any year after having first having given no less than one hundred eighty (180) days advance written notice to such intention to the Collaborative Board, member school committees and the Department of Education.

Within forty-five (45) days after the conclusion of the fiscal year in which any withdrawal is effective, a withdrawing school committee shall be reimbursed a pro-rata share of the financial surplus, if any, for programs in which its students were enrolled based upon the average utilization that committee in programs and services of the Collaborative from the proceeding five (5) years. Equipment will remain the property of the Board unless otherwise voted by a majority of the Board.

## **ARTICLE VII**

### **Procedure for Admitting New Members**

A school committee may become a member of the Shore Educational Collaborative by means of the procedure for amendment of this agreement set forth in Article VIII, and such admission shall become effective upon the approval of the Commissioner of Education and payment by the applicant of such fees, if any, which the Board of Directors may assess as a condition of membership.

## ARTICLE VIII

### Procedure for Amending Agreement

The Collaborative Agreement of the Shore Educational Collaborative may be amended from time to time as the need may be, pursuant to the following procedure:

1. A proposal for amendment of the Collaborative Agreement may be initiated by any member school committee or district, any member of the Board of Directors, or by the Executive Director.
2. The proposed amendment shall be presented in writing to the Secretary of the Executive Board no less than ten (10) days prior to a meeting of the Executive Board at which it shall first be read.
3. Within ten (10) days following the first reading of any proposed amendment, the Secretary shall cause copies thereof to be sent via certified mail to all members of the Executive Board together with notice as to the time and place of the second reading and vote thereon.
4. The proposed amendment shall be read a second time at the regular meeting next subsequent to its first reading, at which time it may be approved by a vote of two-thirds (2/3) of the Board members present and voting.
5. If approved by a two-thirds majority of the Executive Board, the proposed amendment shall then be submitted to member school committees. If approved by a simple majority of member school committees, the proposed amendment shall be submitted for approval to the Commissioner of Education. upon approval by the Commissioner of Education, the proposed amendment shall become effective.

## ARTICLE IX

### Program Operation

A. Special Needs Operating Committee

The Board shall establish a Special Needs Operating Committee made up of the person within each Member's school system who is charged with the responsibility for special education. The Committee shall have the primary responsibility for the planning and implementation of all policies and procedures established by the Board as they pertain to the delivery of special education services to special needs youth, which responsibility may include but not limited to the following:

1. Surveying the low incidence needs of all children ages 3 through 21 in each Member.
2. Surveying and making recommendations concerning the special educational programs now in existence in each Member in order to suggest areas where coordination can be provided.
3. Assisting personnel involved in the team evaluation of low incidence school age children with special needs in each of the Members.
4. Making recommendations for additional programs.
5. Making recommendations for the elimination of programs.
6. Working cooperatively with the Members in developing In-Service Programs.
7. Maintaining contact with other Collaboratives in programs, services, and resources for low incidence school age children with special needs.
8. Assuming other related duties as assigned by the Board.

## **ARTICLE IX (Continued)**

B. Non-Special Needs Operating Committee

The Board may establish a non-special needs advisory committee to advise the Director on programs and activities of a non-special needs nature.

C. Non-Member Communities

The programs offered to school age children with special needs by this Agreement may be opened to school age children with special needs other than from Members, including children placed by the Commonwealth of Massachusetts and children from communities who are no parties to this Agreement, only if the particular program into which entrance is sought can entertain the addition of another child without burdening or interfering in any way with the program's operation.



## **ARTICLE X**

### **Non-Discrimination**

The Shore Educational Collaborative admits students of any race, sex, color, creed, and national or ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to its students and does not discriminate on the basis of race, sex, color, creed, and national or ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, athletic and other school administered programs, or in employment. The Executive Director is empowered and required to publicize the Collaborative's policy of non-discrimination by including in the Shore Educational Collaborative publications, brochures, and other printed matter, the following declaration:

“The Shore Educational Collaborative admits students of any race, sex, color, creed, and national or ethnic origin and is an equal opportunity employer” and by advertising in the newspaper the following:

The Shore Educational Collaborative admits students of any race, color, creed, and national or ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, sex, color, creed, and national or ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered programs, or in employment.

**ARTICLE XI**  
**ADJUNCT MEMBERSHIP STATUS**

The Shore Educational Collaborative may, by a majority vote of the Board of Directors, admit a school district as an Adjunct Member of the Collaborative. The status may be terminated at any other time upon a two-thirds vote of the entire Board of Directors.

Adjunct Membership is defined as having no representation on the Board of Directors and the Adjunct Member shall not be included in any Agreement language or financial procedures regarding withdrawal or termination of the Collaborative. The Adjunct Member shall have less rights than members but more rights than non-members in the placement of students into Collaborative programs. The Adjunct Member may have representation on the Operating Committee and other Committees operating within the Collaborative that are represented by a designee from member districts. The Adjunct Member shall pay the annual membership fee. The Adjunct Member shall have the same programmatic financial rights as defined for members within the Collaborative Agreement, excluding financial rights in the event of withdrawal or termination.

## ARTICLE XII

### SOLVED SHORE OCCUPATIONAL LEARNING AND VOCATIONAL EDUCATIONAL DIVISION

The Shore Educational Collaborative is an educational collaborative chartered under Chapter 631 of the Massachusetts General Laws and approved by the Massachusetts Department of Education under Chapter 40, Section 4e. This Act encouraged local school systems to conduct in concert, educational programs and services to supplement and/or strengthen existing programs and services. In 1988, the Massachusetts Board of Education encouraged such collaboratives to increase and expand their level of service to provide programs in such areas as occupational education. It was recognized that collaboratives have the potential to deliver quality educational programs and services in an efficient and effective manner. Collaboratives have the capacity to respond substantively to increasing educational demands and to mitigate the impacts of emergent financial stresses to local school systems. Throughout the Commonwealth, twenty-nine educational collaboratives provide programs and services to approximately 300 school systems. The Shore Educational Collaborative has been working with area school systems for over 27 years.

The total membership of the Shore Educational Collaborative includes the school systems of Boston, Cambridge, Chelsea, Everett, Malden, Medford, Revere, Saugus, Somerville, Waltham, Winthrop, and the Northeast Regional Vocational School and its affiliates. Each of these entities is eligible to receive services from the Collaborative. The mission of the Collaborative is to enhance, support, research and provide educational and related programs and services to students, teachers, staff and administrators within the school districts. The Collaborative provides comprehensive state-of-the-art and cost-effective educational programs and services. Towards this goal, the Collaborative is committed to using research-based and “best practices” teaching approaches and methodologies in all areas of education in support of member schools.

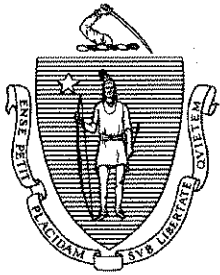
In response to educational program demands and financial realities, member districts have agreed to combine their resources to share Chapter 74 occupational/vocational education opportunities both on exploratory and major trade/technical course concentrations. Each program will be a DOE approved Chapter 74 program. This collaboration will enable each participating school system to increase the educational opportunities available to students and increase the capacity of the members to invest in the development and operation of local programs. The listing of available programs is attached to this document.

The establishment of this agreement will mean that applications to outside vocational schools (non-resident) will **not** be approved if an approved program area exists within the Collaborative’s members’ vocational programs and a placement opportunity exists for the interested student. The districts within the

Collaborative will operate on a barter basis to the greatest extent possible, and will work out any inequities through mutual consultation and planning.

Transportation services will be provided as required, and all other appropriate regulations and safeguards will be followed. The Collaborative has established a vocational operating committee composed of member directors to supervise and review program components and issues. This operating committee will maintain all necessary records.

This Collaborative initiative will be known as **SOLVED: Shore Occupational Learning and Vocational Education Division**.



# Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 021484906

Telephone: (781) 338-3000  
TTY: N.E.T. Relay 1-800-439-2370

Mitchell D. Chester, Ed.D.  
Commissioner

April 5, 2012

RECEIVED

APR 11 2012

Jacquelyn Clark, Executive Director  
Shore Educational Collaborative  
100 Revere Beach Parkway  
Chelsea, MA 02150

Dear Ms. Clark:

I am pleased to approve your most recent amendment to the Shore Educational Collaborative Agreement. The revised agreement language provides for the admission of the Boston School Committee as an adjunct member to the Shore Collaborative.

Department staff has reviewed this amendment and has found that the amendment is in compliance with Chapter 40, Section 4E.

Please inform your Board of Directors of this approval and of our continued support of your collaborative efforts to supplement and strengthen member district programs. Good luck in all your future collaborative endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell D. Chester".

Mitchell D. Chester, Ed.D.  
Commissioner of Elementary and Secondary Education

c: Superintendent Carol R. Johnson  
Debra Comfort  
Christine M. Lynch