

SOUTH SHORE EDUCATIONAL COLLABORATIVE AGREEMENT

Pursuant to *M.G.L. c. 40, § 4E*

PREAMBLE / AUTHORIZATION

This document constitutes the Collaborative Agreement of the South Shore Educational Collaborative (SSEC), established pursuant to the provisions of Chapter 40, Section 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 replaces the original agreement dated January, 1976, as most recently amended on July 1, 2017. This agreement will be effective on July 1, 2020, following the approval of the school committees of the member districts, the Massachusetts Board of Elementary and Secondary Education (hereinafter “BESE”).

SECTION I: MEMBERSHIP

The membership of SSEC, as of the effective date of this agreement, includes the school committees and charter school boards from the following districts, as indicated by the signatures of the chairs of the school committees and charter school boards (hereinafter “member districts”):

- A. School Committee for the Braintree Public Schools
- B. School Committee for the Cohasset Public Schools
- C. School Committee for the Hingham Public Schools
- D. School Committee for the Hull Public Schools
- E. School Committee for the Marshfield Public Schools
- F. School Committee for the Milton Public Schools
- G. School Committee for the Norwell Public Schools
- H. School Committee for the Quincy Public Schools
- I. School Committee for the Randolph Public Schools
- J. School Committee for the Scituate Public Schools
- K. School Committee for the Weymouth Public Schools
- L. School Committee for the Whitman Hanson Regional School District

SECTION II: MISSION, OBJECTIVES, FOCUS, AND PURPOSES

The SSEC is responsive to the emerging needs of communities by providing innovative, fiscally sound, high quality educational programs and services for individuals with special needs.

The purpose of this collaborative is to provide intensive education programs and services for students with disabilities which are low-incidence in their districts of residence and to provide professional development to educators. The SSEC also has a program for adults. Many of the adults in this program were students in the SSEC Community School with very intense physical and medical disabilities.

The focus of SSEC is to continue to provide excellence in educational services with state of the art technology in a safe and respectful therapeutic environment.

The overall objectives of this collaborative include:

- A. To improve the academic achievement of students with low-incidence disabilities in the least restrictive environment;
- B. To offer a variety of quality professional development opportunities to general and special education teachers and related service providers; and
- C. To offer all programs and services in a cost-effective manner.

SECTION III: PROGRAMS AND SERVICES TO BE OFFERED

The collaborative will offer the following programs and services, which shall complement the educational programs and services of the member districts in a cost-effective manner:

- A. Day school placements and other programs and services for students and adults with low-incidence disabilities;
- B. Professional development programs for general and special educators; and
- C. SSEC will offer other programs and services as may be established and approved by the SSEC board of directors (hereinafter “the board”) as permitted by M. G. L. c.40 § 4E.

SECTION IV: GOVERNANCE

There shall be a board of directors for the collaborative which will govern the collaborative. The board of directors oversees all of the collaborative’s activities, develops and approves policies, and is a public employer. Each school committee executing this collaborative agreement shall annually appoint the superintendent of schools or one school committee member to serve as its representative on the SSEC board of directors; these board members shall be referred to in this agreement as “appointed representatives.” The commissioner shall appoint an individual to serve as a liaison from the department of elementary and secondary education to the education collaborative board of directors. The educational collaborative shall be managed by the SSEC board.

- A. Six regular meetings of the board shall be held from September to June; July and August meetings will be scheduled at the discretion of the board.
- B. A quorum for conducting business shall consist of a simple majority of the voting members of 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 Section XI of this agreement.
- D. 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 board meeting of the year. The chairperson, by vote of the board, may appoint such subcommittees or advisory or operating committees of the board as will facilitate the work of the board.

SECTION V: CONDITIONS OF MEMBERSHIP

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

- A. Each member of the board shall be entitled to a vote.
- B. Membership dues, if implemented, shall be established annually, as described in Section VII of this agreement.
- C. Each appointed representative shall be responsible for providing timely information and updates to its appointing member district(s) on collaborative activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2)(c) and for providing other information as required or requested.
- D. Each appointed representative is expected to attend every board meeting. When an appointed representative has missed one-half (1/2) of the meetings within a fiscal year, the chair of the board shall formally notify the appointed representative of his/her excessive absences from board meetings. If the absences continue, the chair of that person's school committee shall be notified. An appointed representative who misses two-thirds (2/3) of the board meetings, or five meetings, within a fiscal year will be notified that his/her school committee will receive written notification that the seat is vacant and will remain vacant until an appropriate representative is appointed by that school committee. When a seat becomes vacant, the member district shall automatically become an inactive member of the board and that seat 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.
- E. Each appointed representative must attend training required by the Department of Elementary and Secondary Education (hereinafter, the Department), as outlined in M.G.L. Ch. 40, § 4E; 603 CMR 50.05 and 603 CMR 50.12(3). Should an appointed representative fail to complete the required training within the timelines set in law and regulations, the 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 on the board 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.
- G. No appointed representative shall receive an additional salary or stipend for his/her service as a board member.
- 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.

SECTION VI: POWERS AND DUTIES OF THE BOARD AND APPOINTED REPRESENTATIVES TO THE BOARD

The SSEC board shall manage the educational collaborative and shall be responsible for providing fiduciary and management 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 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 South Shore Educational Collaborative is a public entity.
- C. The board shall be vested with the authority to enter into agreements with member, non-member districts or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
- D. 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 this agreement, including the provisions of Section VII. C; and
 - 4. approving all expenditures, including, but not limited to, contracts, borrowing, and the purchase and sale of fixed assets.
- E. The board has standing to sue and be sued to the same extent as a city, town, or regional school district.
- F. 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 licenses and approvals as required by M.G.L. c. 40, § 4E.
- G. The board shall hire an executive director to oversee and manage the operation of the collaborative, 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 ensure that there is segregation of duties between the executive director, treasurer, and business manager, and that these employees shall not serve as an appointed representative or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E.
- H. The board shall ensure that no employee of an educational collaborative is employed at any related for-profit or non-profit organization.
- 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 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 deems necessary. The board shall ensure that annual reports and annual independent audits are filed with appropriate governmental agencies and posted on the collaborative's website, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.
- K. The board shall establish a process to provide to member districts, students, parents/guardians, the BESE, and the public all information required by law and regulation.

SECTION VII: FINANCE

A. Financial Terms:

- 1. Membership dues, if implemented, shall be assessed to each member district on July 1 of each year. The amount will be assessed on a pro rata population based on overall school population for the district, in accordance with Section VII:E.1.h, and as determined annually by a majority vote of the board. The membership dues will offset the administrative and overhead cost of the collaborative.
- 2. Surcharges or fees, if implemented, may be charged to non-member districts for services rendered by the collaborative in accordance with Section VII: E.1.f. The board shall establish the surcharge or fee annually based on the total administrative and overhead cost of the collaborative and may waive or decrease the percentage of the surcharge or fee charged to non-member districts when doing so is determined to be in the best interest of the collaborative and the surcharge funds will be used to offset administrative overhead.
- 3. The board may limit the distribution of capital assets upon the withdrawal of a member district or the termination of the collaborative to only those member districts that financially contributed to the purchase of the capital assets. The board shall establish a formal, written policy to ensure the fair and equitable distribution of assets upon withdrawal of a member district or upon the dissolution of the collaborative in accordance with Sections X and XI, respectively. The board may apply, by majority vote, for state, federal, corporate, or foundation grants and may accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.
- 4. The board may enter into contracts to obtain the funds necessary to carry out the purpose for which the collaborative was established.
- 5. The collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

B. Collaborative Fund:

- 1. The board shall establish and manage a fund to be known as the *South Shore Educational Collaborative Fund* (herein, "the SSEC fund").
- 2. The SSEC 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 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 must be approved by the board.
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:

Unexpended general funds 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.

1. Unexpended general funds do not include grants, gifts, or contracts as defined in 603 CMR 50.07.
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 tuition or services in accordance with M.G.L. c. 40, § 4E.
3. The board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5)(b)10.

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 determine whether such final dollar amount of surplus funds is within the established 25 percent limit, and whether the funds will be retained by the collaborative or whether all or some portion will be refunded to the member districts or credited to support programs and services offered to member districts.
6. In the event an amount is to be refunded or credited to the member districts, each member district's share will be apportioned in accordance to its student membership's cost in the collaborative for the previous fiscal year.

E. 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, regulations promulgated by the BESE, and this agreement.
 - a. By April 30 of each year, the board shall propose a budget for the upcoming fiscal year. The budget shall identify all of the programs or services to be offered by collaborative in the upcoming fiscal year and the corresponding costs.
 - b. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
 - c. 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.
 - d. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments and deposits to capital reserve.
 - e. The proposed budget shall be classified into such line items as the board shall determine, but shall, at a minimum, delineate amounts for operating expenditures, including, administration, instructional and rental expenses and capital expenditures, including debt service payments and deposits to capital reserve.
 - f. The method to determine the annual tuition is to develop a budget for daily operation of the educational schools and programs that will meet regulatory requirements for certified personnel, support staff and administrative overhead expenses to provide a safe and appropriate educational environment for all students. The tuition is determined based on dividing the number of anticipated students (based on current and historical enrollment) into the direct and indirect overhead expenses for the particular school or program. Should SSEC elect to add surcharges to non-member districts, the board will determine the percentage increase that will be applied to tuitions and fees for non-member districts or charter schools. Surcharge funds, if implemented, will be used to offset administrative overhead expenses (see section VII.A.2). The proposed budget shall include the methodology used to determine fees-for-service

which shall be based on the combined cost of providing collaborative services divided by the number of users.

- g. Each member district shall be charged membership dues, if implemented, which shall be based on a proportional share of the administrative and overhead costs of the collaborative as approved by the board. The proportional share will be based on the general student population for the district.
 - h. As applicable, revenue for capital costs are generated through the budget process and tuition and is approved by a vote of the full board. In the event there is a need for an unexpected capital expenditure the capital expense will be apportioned to the member districts based on the districts total student enrollment (not based on students attending the collaborative from the district). The collaborative typically does not apportion unexpected capital expenses to non-member districts. The difference with unexpected capital expenses is that the capital need was not able to be determined through the regular budget process. Due to the unexpected nature of such an expense, the board will vote the method for apportioning the expense to the member districts. If there is an unexpected capital cost during any fiscal year and funds are available, the full board will vote to reallocate existing funds for the unexpected expense.
2. The proposed 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 at which the proposed budget will be discussed.
 3. The board shall adopt the final budget by an 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.

F. Transmitting the Budget and Payment Terms:

1. The treasurer shall certify and transmit the budget and the tuition rates, membership dues and fees-for-service for the upcoming fiscal year to each member district not later than June 30 of the preceding fiscal year.
2. Tuition payments shall be paid by member and non-member districts on a monthly or quarterly basis.
3. Fees-for-service shall be paid within thirty (30) days of service delivery.
4. Membership dues, if implemented and non-member surcharges shall be paid on a monthly basis.
5. Districts will be invoiced for tuitions and services on a quarterly or monthly basis as determined by a vote of the board.

G. Procedure for Amending the Budget:

1. All budget amendments shall be proposed at a public meeting of the board, and must be approved by a majority vote of the board to take effect.
2. Any amendment to the budget that results in an increase in the tuition rates, membership dues or fees-for-service 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-service to each member district not later than ten (10) working days following the affirmative vote of the board.
3. The board has the authority to reduce tuition rates, membership dues, and fees-for-service to member and non-member districts when doing so is determined to be in the best interest of the collaborative.

SECTION 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.
- 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 and/or chairs of the charter school boards of the member districts 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 school committees and/or chairs of the charter school boards 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 chairs of the school committees and/or chairs of the charter school boards of the member districts for a vote to approve the amended agreement.

- 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 50.03 to the Commissioner 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.

SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBERS

A school district, through a vote of 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 meeting 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 to add the new member district. The collaborative agreement shall be amended consistent with Section VIII of this agreement.
- D. The authorizing votes of the member districts may provide for the deferral of admission until July 1 of the subsequent fiscal year.
- E. A school committee or charter school board may be admitted to the collaborative as of July 1st 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 30th of the fiscal year prior to the fiscal year in which the new member district is to be admitted to the collaborative.

SECTION X: PROCEDURE AND TIMELINE FOR WITHDRAWAL OF CURRENT MEMBER DISTRICT(S)

- A. A member district may withdraw from the SSEC as of July 1st of any year provided that such member district provides written notice of such intent 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 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 in accordance with Section VIII to reflect changes in the agreement caused as a result of the change in membership of the collaborative and submitted to the Commissioner for approval by the Board of Elementary and Secondary Education.
- D. Upon withdrawal from the collaborative, a former member district shall not be entitled to any assets or a portion of any assets of the collaborative. This would include any cumulative surplus. If there had been a capital purchase within the past five years the district will receive a proportionate share based on the overall school population for the district with the depreciation of 20% of their contribution for each year. The withdrawing school committee must fulfill all of its financial obligations and commitments to the collaborative.
- E. A school committee that has withdrawn from the collaborative will continue to be liable for current contracts, current students' tuition and outstanding debts, as well as outstanding claims, demands, or judgments against the collaborative incurred during said school committee's membership over the past five years; such liability will be based on a proportionate rate based on the overall school population for the district.
- F. Upon withdrawal, the withdrawing district will be reimbursed as appropriate, any tuition, fees or prepayment of monies for an educational program or service of the collaborative to the collaborative by the member district 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 changed or amended by the board and approved by the member districts and the Board of Elementary and Secondary Education.
- H. 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 Section XI.

SECTION 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 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 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 school committees and/or charter school boards of the member districts.
- E. Following the affirmative votes of the member districts to terminate the 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 of 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, equipment and supplies;
 - 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 based on the overall school population for the district; 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. As allowed by law, all assets shall be sold, and the monies shall be distributed to the member districts based on the overall school population for the district during the previous fiscal year and consistent with Article VII.A.3 of the Agreement.
- 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 Sections 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.

This agreement shall take effect on July 1, 2020 after the of approval by the Massachusetts 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 and charter school boards whose chairpersons have signed below.

Date of first reading:

Date of second reading:

Date approved by collaborative board of directors: _____

Dates approved by member school committees:

Member district	_____
	Date
Member district	_____
	Date
Member district	_____
	Date
Member district	_____
	Date
Member district	_____
	Date
Member district	_____
	Date
Member district	_____
	Date
Member district	_____
	Date
Member district	_____
	Date

Signatures:

School Committee Chairperson, Braintree Public Schools

Date

School Committee Chairperson, Cohasset Public Schools

Date

School Committee Chairperson, Hingham Public Schools

Date

School Committee Chairperson, Hull Public Schools

Date

School Committee Chairperson, Marshfield Public Schools

Date

School Committee Chairperson, Milton Public Schools

Date

School Committee Chairperson, Norwell Public Schools

Date

School Committee Chairperson, Quincy Public Schools

Date

School Committee Chairperson, Randolph Public Schools

Date

School Committee Chairperson, Scituate Public Schools

Date

School Committee Chairperson, Weymouth Public Schools

Date

School Committee Chairperson, Whitman Hanson Regional

Date

**Approved on behalf of the Massachusetts Board of Elementary and Secondary Education,
by the Commissioner of Elementary and Secondary Education**

Commissioner of the Department of Elementary and Secondary Education

Date