



Jeffrey C. Riley  
Commissioner

## **Massachusetts Department of Elementary and Secondary Education**

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July 20, 2020

Ms. Francine Rosenberg, Executive Director  
The Northshore Education Consortium  
112 Sohler Road  
Beverly, MA 01915

Re: The Northshore Education Consortium - Amended Articles of Agreement

Dear Director Rosenberg:

On behalf of the Board of Elementary and Secondary Education, I am happy to inform you that I have approved the June 2020 amendment to the Northshore Education Consortium (NEC) Articles of Agreement, as required by M.G.L. c. 40, § 4E, and 603 C.M.R. 50.00. Most recently amended on March 1, 2018, this June 2020 amendment adds the school committee of the Pentucket Regional School District as a member district and updates language to be consistent with statutory changes. Additionally, this amendment changes the composition of the collaborative board of directors from school committee and superintendent district representation to superintendent only district representation and outlines the consequences for the district in the event a superintendent fails to attend the required number of board meetings.

Effective July 1, 2020, the membership of NEC consists of the following member school committees: Beverly, Boxford (Tri-Town), Danvers, Gloucester, Hamilton-Wenham Regional, Ipswich, Lynn, Lynnfield, Manchester-Essex Regional, Marblehead, Masconomet Regional, Middleton (Tri-Town), Nahant, North Reading, Peabody, Pentucket Regional, Reading, Rockport, Salem, Swampscott, Topsfield (Tri-Town) and Triton Regional.

Please inform the NEC Board of Directors of this approval and request that they provide their member school committees a copy of the approved Articles of Agreement for their records. Please also assure your board of our continued support of your collaborative efforts to supplement and strengthen the programs of your member school committees.

Thank you for your assistance throughout this process. Should you have any questions, please contact Paulajo Gaines, Collaborative Coordinator, at [EducationCollaborativeTeam@mass.gov](mailto:EducationCollaborativeTeam@mass.gov).

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeffrey C. Riley".

Jeffrey C. Riley  
Commissioner of Elementary and Secondary Education

Enclosure

c: NEC file





Northshore Education Consortium  
Articles of Agreement

(Effective July 1, 2020)

## **PREAMBLE/ AUTHORIZATION**

This document constitutes the amended collaborative agreement of the Northshore Education Consortium, hereinafter referred to as the Consortium, which was 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 collaborative agreement shall not be effective until approved by the Board of Directors, member school committees and by the Massachusetts Board of Elementary and Secondary Education.

This agreement, replaces the Articles of Agreement as amended on March 2, 2018, and will be effective on July 1, 2020 subsequent to upon the approval of a majority of the school committees who are listed below and the Board of Elementary and Secondary Education, as indicated on the signature page. No subsequent amendments will take effect unless and until approved by the member school committees, and by the Board of Elementary and Secondary Education.

## **SECTION I: MEMBERSHIP**

The membership of Northshore Education Consortium, as of the effective date of this agreement, includes the school committees from the following 22 districts (herein, the “member districts”); as indicated by the signatures of the chairs of the school committees:

1. Beverly
2. Boxford (Tri-Town)
3. Danvers
4. Gloucester
5. Hamilton-Wenham Regional
6. Ipswich
7. Lynn
8. Lynnfield
9. Manchester-Essex Regional
10. Marblehead
11. Masconomet Regional
12. Middleton (Tri-Town)
13. Nahant
14. North Reading
15. Peabody
16. Pentucket Regional School District
17. Reading
18. Rockport
19. Salem
20. Swampscott
21. Topsfield (Tri-Town)
22. Triton Regional

## SECTION II: MISSION, OBJECTIVES, FOCUS AND PURPOSES

### MISSION:

The Northshore Education Consortium (herein, “the Consortium”) supports member districts by providing high quality, cost-effective public programs, support services and resources to ensure meaningful and successful learning experiences for a wide spectrum of students and staff. The Consortium will be a leader in influencing the development of public policy, as permitted by applicable laws and regulations and building coalitions between and among districts in the Commonwealth and solving the challenges faced by its member districts.

### PURPOSE:

The Consortium exists to provide education and related services as requested by its member districts, including, but not limited to programs and services for children with low-incidence disabilities and professional development for teachers and other related service professionals. These programs and services will also be available for non-member districts.

The collaborative Board of Directors (herein, “the Board”) has the authority to decide that the Consortium should provide services, programs, and/or assistance for its member districts in addition to those outlined in the first paragraph, consistent with applicable laws and regulations related to educational collaboratives.

### FOCUS:

The focus of the Consortium is to provide innovative, high quality, cost-effective educational services for students with complex or low-incidence disabilities, to provide resources for member districts, and to serve as a regional center for planning and problem solving for member districts.

### OBJECTIVES:

The overall objectives of the Consortium are:

1. To play a leading role in defining the future role of collaboratives in the Commonwealth.
2. To strengthen and expand the Consortium programs and services in a cost-effective manner that meets the needs of students and faculty in member districts and the region.
3. To develop new programs for students, particularly those with special needs, allowing them to meet the highest academic, social, and life-skill objectives in accordance with emerging evidence based practices.
4. To provide high quality, highly relevant professional development for the employees of the Consortium and member districts.

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

At the current time, the Consortium offers the following programs and services. These are subject to change given changing needs in the region, and subject to applicable laws and regulations related to educational collaboratives and to the desire of the Board.

1. A highly specialized school program for students age 3-22 with moderate to significant developmental disabilities including autism, intellectual impairment, multiple handicaps, and medical fragility. (Currently known as the Kevin O'Grady School)
2. Highly specialized therapeutic school programs for students in Kindergarten through 12<sup>th</sup> grade who have serious social, emotional, and behavioral disabilities and may have concurrent learning difficulties. (Currently known as Northshore Academy)
3. A Recovery High School for students who require a specialized environment to support them in their recovery from drug or alcohol abuse. While not a Special Education program, the Recovery High School is able to meet the needs of students with Individual Education Programs.
4. A Transition program for students age 18-22 with intellectual or other disabilities who require additional special education in order to meet goals related to independent living, employment and career development, and community involvement. Students may or may not have received a high school diploma.
5. Consultation and education services for member and non-member districts and students and families to be provided in local schools, family homes, and other community settings.
6. Professional Development for educators and other professionals.
7. Family Center which provides educational information, a lending library, community resources, and parent/family support programs for families who have children with special needs.

### **SECTION IV: GOVERNANCE**

#### **BOARD OF DIRECTORS**

1. The Board of the Consortium shall consist of one representative from each member district, appointed by each participating school committee (herein, "appointed representative" or "member of the Board"). This appointed representative must be the Superintendent of Schools. In the case of a Superintendency Union, the school

committees shall appoint the Superintendent to represent all of the districts. In that case, the superintendent will have one vote.

2. The Commissioner of Elementary and Secondary Education (herein, “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.
3. A quorum shall consist of a majority of the members of the Board and the Board may act by a simple majority of appointed representatives present unless otherwise provided in this Agreement. Each member of the Board shall have an equal vote.
4. It is the function and responsibility of the Board to formulate policy and to appoint the Executive Director, who shall oversee the daily operations of the Consortium in accordance with all regulations.
5. The Board has the responsibility to approve the annual operating and capital budget and amendments thereto as well as collective bargaining agreements.
6. The Board is vested with all authority given it by M.G.L. c 40 § 4E and all acts amendatory or supplementary thereof.
7. The Board has the authority to develop by-laws and procedures for the daily operation of the Consortium and for the Board itself, which by-laws and procedures may be amended by the Board from time to time.

## **SECTION V: CONDITIONS OF MEMBERSHIP**

Each member district shall have the following rights and responsibilities as a member of the Northshore Education Consortium:

1. Each member district’s appointed representative to the Board shall be entitled to one vote.
2. Each member district shall pay dues as described in Section VII of this agreement. Membership dues shall be a flat fee for all member districts.
3. Each appointed representative is responsible for providing timely information and updates to his/her member district on the activities of the Consortium.
4. The Board will meet at least six times per academic year. Public notice will be given of the date, time, and location of all Board meetings, and records of each meeting will be kept, consistent with the Open Meeting Law (G.L.c.30A, § 18-25)

5. Each appointed representative is expected to attend every Board meeting. If a representative misses one half of the meetings within a fiscal year, written notice of possible suspension of voting rights shall be sent to the Superintendent by the Executive Director on behalf of the Board. If, after 30 calendar days, the Executive Director has not received a written response with a plan to address the problem, the Executive Director shall send written notice to the School Committee Chair. In the event that the issue remains unresolved, after 45 days from original notice, the Board may vote, by majority vote, at the next Board meeting to make the Member District an Inactive Member. This shall mean that the district will not count toward a quorum, and will not have voting rights on the board, but will continue to have all other rights and responsibilities of membership. This same standard shall also apply to situations in which a part-time Superintendent is unable to attend Board meetings. In addition, if a Board seat becomes vacant due to the departure of a Superintendent, and there is not a new Superintendent appointed, the district will temporarily become an Inactive Member as defined above. As soon as the situation is rectified or a new Superintendent or Interim Superintendent is appointed, the District will resume its status as a fully active member.
6. If a member district remains inactive for more than one year, the Board may vote to terminate the membership of this district. In this case, the district will be released from any potential liabilities and will not be entitled to any net position assets. This will require an amendment to the Collaborative Agreement.
7. Each appointed representative must complete training required by the Department of Elementary and Secondary Education (herein DESE) as outline in M.G.L. c. 40, § 4E. Should an appointed representative fail to complete the required training, the member district shall automatically become an inactive member of the Board, shall not count toward a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership until such time as the appointed representative completes the training.
8. 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.
9. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member.
10. A quorum of the Board consists of a majority of the appointed representatives, but less than a majority may adjourn or fix the time and place for a subsequent meeting.
11. Member districts shall not delegate the authority to approve the collaborative agreement or amendments to the collaborative agreement to any other person or entity.



12. The appointed representative shall not delegate his/her powers or send a representative in his/her place as a voting member.

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

The Board shall govern 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:

1. 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.
2. The Consortium is a public entity.
3. 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 and services or pricing arrangements.
4. The Board shall be responsible for:
  - a. Ensuring adherence to this collaborative agreement and progress toward achieving the purposes and objectives set forth in the agreement;
  - b. Determining the cost-effectiveness of programs and services offered by the collaborative;
  - c. 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 terms of Section VII; and
  - d. Approving all expenditures, including, but not limited to, contracts, borrowing, and the purchase and sale of assets.
5. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.

6. 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 603 CMR 50.00 and other laws and regulations.
7. 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, and a treasurer, who shall verify revenues on a monthly basis, give bond annually consistent with the requirements of M.G.L. c. 40, § 4E, and perform other duties as the Board may direct. 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 a member of the collaborative Board or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E.
8. The Board shall ensure that no employee of the educational collaborative is employed at any related for-profit or non-profit organization.
9. 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.
10. 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 required by statute or regulation. 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.
11. The Board shall establish a process to provide to member districts, students, parents/guardians, the Board of Elementary and Secondary Education, and the public all information required by law and regulation.
12. The Consortium shall establish and maintain a website in accordance with M.G.L. c. 40, § 4E that shall include a list of the appointed representatives on the Board, copies of minutes of open meetings held by the Board, a copy of the collaborative agreement and any amendments, a copy of the annual report and independent audit and contact information for key collaborative staff members.

## SECTION VII: FINANCE

### 1. Financial Terms:

- a. Membership dues shall be set by the Board each year to partially offset the administrative and overhead costs of the collaborative. Dues will be a flat fee for all member districts and will be determined annually as part of the budget development process.
- b. The collaborative will determine on an annual basis the fees, tuitions, and rates to be charged to member districts as described in section 5 below.
- c. Surcharges or fees may be charged to non-member districts for services rendered by the collaborative. The Board shall establish the surcharge or fee annually based on the additional administrative and overhead costs that arise from the provision of these services and in order to assure the development and sustainability of the collaborative. The collaborative 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.
- d. Upon withdrawal from the collaborative, a former member district of the collaborative shall not be entitled to any assets of the collaborative, including any surplus funds, nor be responsible for any liabilities of the collaborative, beyond that fiscal year, except in the instance of the termination of the collaborative. For the year of withdrawal, the withdrawing member district's share of the collaborative's change in net position or surplus funds will be determined as outlined in Section X, 5. In the case of termination of the collaborative, distribution of assets and responsibility for liabilities shall be allocated in the manner outlined in Section XI, 6 and 7.
- e. 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.
- f. The Board may enter into contracts to obtain the funds necessary to carry out the purpose for which the collaborative was established.
- g. The collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.

### 2. Collaborative Fund:

- a. The Board shall establish and manage a fund to be known as the *Northshore Education Consortium Fund* (herein, "the NEC fund").

- b. The NEC 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.
- c. The treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the collaborative without further appropriation.
- d. The Board must approve all payments.
- e. Subject to Board approval, the treasurer may make appropriate investments of funds of the collaborative not immediately necessary for operations, consistent with M.G.L. c. 44, § 55B.

### 3. Borrowing, Loans, and Mortgages:

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; and
- c) The Board shall determine, at a public meeting, through a two-thirds 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 the Board shall determine, at a public meeting, through a two-thirds majority vote, that the borrowing, loans, and mortgages are necessary to carry out the purposes for which the collaborative is established.
- d) In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property:
  - i. 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;
  - ii. The Board shall provide notice to each member district within thirty (30) calendar days of applying for real estate mortgages; and

iii. The Board shall approve such action by a two-thirds majority vote.

4. Surplus Funds: 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.

- a. 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.
- b. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5)(b)10.
- c. 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.
- d. The Board shall annually 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.
- e. In the event that an amount is to be refunded or credited to member districts, each member district shall receive a share determined by the calculation of its district billings for the fiscal year for which the refund or credit is attributed to divided by the total billings to all member districts to which the refund or credit is attributed.

#### 5. Annual Budget Preparation and Assessment of Costs

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 Board of Elementary and Secondary Education, 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 the 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) The proposed budget will be developed with input from program directors and feedback from member districts regarding anticipated needs.
- d) Management will work closely with the Board finance committee in the preparation of the budget.
- e) 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.
- f) The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments and deposits to capital reserve.
- g) 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.
- h) The proposed budget shall include the methodology used to determine tuition prices and fees-for-service for member and non-member districts. Tuition prices shall be based on the total cost of the programs divided by the projected number of students enrolled in such programs. Capital costs will be included in the budget and will be apportioned in either tuition prices, fees for services, or membership dues. Fees-for-service are determined based on the cost of service, projected utilization and applicable overhead. Non-member districts may be charged higher tuition and fees to reflect increased overhead, as well as the fact that member districts are subsidizing program costs through their dues.
- i) Each member district shall be charged membership dues that shall be set by the Board within the annual operating budget.
- j) 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.
- k) 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.

#### 6. Transmitting the Budget and Payment Terms:

- a. 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.
- b. The collaborative shall bill for payment of tuition and fees for service on a monthly basis. Tuition payments and fees for service shall be paid by member and non-member districts on a monthly basis.
- c. Membership dues shall be billed on an annual basis. Any changes in the amount of dues are communicated in the spring along with annual tuition rate changes and the approval of the annual budget. Payment of membership dues is expected by September 1<sup>st</sup>.

7. Procedure for Amending the Budget:

- a. 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.
- b. 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:
  - i. 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.
  - ii. 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.
  - iii. 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.
- c. 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

1. A proposal for amendment of the Collaborative Agreement may be initiated by a member district, appointed representative, or executive director.
2. 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 Board members 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.
3. 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 DESE for initial review.
4. Following the DESE review, the executive director shall report to the Board any changes proposed by the DESE and seek the guidance of the Board.
5. 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 Board members 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.
6. The proposed amendment shall be read a second time at the regular meeting next subsequent to the DESE 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.
7. 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.
8. 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 MEMBER DISTRICTS**

1. 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:
2. 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.
  - a. Upon receipt of the prospective member district's notification of intent to join the collaborative and the minutes, the Board will consider the request.
  - b. 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.
  - c. The authorizing votes of the member districts may provide for the deferral of the admission of a new member district until July 1 of the subsequent fiscal year.
  - d. 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. The collaborative agreement must be amended in keeping with Section VIII of this agreement.

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

1. A member district may withdraw from the Consortium as of July 1<sup>st</sup> 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 30<sup>th</sup> of the fiscal year in which the withdrawal is to occur.
2. Written notification of a member district's intent to withdraw from the collaborative at the end of a fiscal year shall include the following:

- a. 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
  - b. A copy of the minutes from the school committee or charter school board meeting in which the member district voted to withdraw from the collaborative.
3. 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 a result of the change in membership of the collaborative. This amendment must be approved in a process consistent with Section VIII.
4. The withdrawing school committee or charter school board must fulfill all of its financial obligations and commitments to the collaborative.
5. The withdrawing member district shall be entitled to its share of the change in net position, if any, as well as to any distributed surplus funds for the fiscal year at the end of which the withdrawal is effective, to the same extent as a remaining member district. Share will be determined by the calculation of the withdrawing member district's billings for that fiscal year divided by the total billings to all collaborative members districts for that fiscal year.
6. Upon withdrawal, the withdrawing member 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.
7. 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.
8. 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**

1. 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.

2. 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.
3. The collaborative agreement shall only be terminated at the end of a fiscal year.
4. 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.
5. 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 DESE in writing 180 days prior to the effective date of any termination.
6. 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 of current member districts and superintendents of former member districts that have an ongoing responsibility for debt service (debt service as defined to include all liabilities evidenced by a financial institution's instrument of indebtedness that requires payment of principle and interest) as well as to DESE including an accounting of assets and liabilities (debts and obligations) of the collaborative and the proposed disposition of same.
7. Prior to termination, the Board shall:
  - a. Determine the process for the appropriate disposition of federal/state funds, equipment and supplies;
  - b. Identify the member district responsible for maintaining all fiscal records;
  - c. Identify the district(s) responsible for maintaining student, employee and program records; and
  - d. 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.

- e. 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. The Board will ensure that the assets from sale of real property owned by the Consortium shall be used to satisfy any obligations from a mortgage(s) on the property.
  - f. Any surplus funds remaining after satisfying all liabilities, shall be distributed by the calculation of total billings to each member district or former member district who had debt service for the preceding five (5) fiscal year period as measured from the date of termination divided by the total billings to all member districts for the preceding five (5) fiscal year period as measured from the date of termination.
  - g. Any deficit of funds that needs to be paid to creditors will be the responsibility of member districts calculated in the manner outlined in Section XI. 7.f
8. Following the affirmative vote of the member districts to terminate the collaborative agreement, the Board shall notify DESE of the official termination date of the collaborative and shall submit the documentation required by 603 CMR 50.11 to DESE.
  9. Should DESE revoke and/or suspend the approval of the collaborative agreement, the Board will follow all instructions from DESE and Sections XI. 5 through XI. 8 inclusive, shall be implemented to the extent these procedures are consistent with the order of DESE terminating the collaborative agreement.

## **SECTION XII: NON-DISCRIMINATION**

The Northshore Education Consortium does not discriminate on the basis of race, color, gender, sexual orientation, gender identity, age, disability, religion, national or ethnic origin. This policy of non-discrimination applies to students, employees, the general public, and individuals or companies with whom it does business. The Consortium is committed to ensuring that all students have equal rights of access. The Consortium is an Equal Opportunity Employer.

This agreement shall take effect on July 1, 2020 after having been approved by duly authorized votes at public meetings held by the individual school committees whose chairpersons have signed below, and the Board of Elementary and Secondary Education.

**Approved by Northshore Education Consortium Board of Directors and Member School Committees on (See attached signatures).**

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

\_\_\_\_\_  
**Commissioner of Elementary and Secondary Education**

\_\_\_\_\_  
**Date**

