

Agreement of the  
Central Massachusetts Special Education Collaborative

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### **Preamble/Authorization**

This document constitutes the Collaborative Agreement of the Central Massachusetts Special Education Collaborative hereinafter, sometimes "CMSEC" or the "Collaborative" which is established as a public entity and exists pursuant to the provisions of Section 4E of Chapter 40 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, amends, restates and supersedes the original Collaborative Agreement dated July 16, 1975, as most recently amended on May 17, 1988, entered into by and between the school committees listed in Section I (herein, the "member districts") and shall not be effective until approved by the member districts and the Massachusetts Board of Elementary and Secondary Education as indicated on the signatory page.

### **Section I: Membership**

At the time of the adoption of this Agreement the members of CMSEC are the respective School Committees from the following districts: Webster Public Schools and Worcester Public Schools, as indicated by the signatures of the Chairs of each school committee.

### **Section II: Mission, Objectives, Focus and Purpose**

CMSEC's mission is to jointly conduct programs and/or services which shall complement and strengthen member districts in a cost-effective manner, increase educational opportunities for children ages 3-22, and improve educational outcomes for students.

CMSEC's purpose is to develop and provide educational programs and related services to the students of member districts when it is determined that such services and programs can most effectively and economically be provided on a collaborative basis.

The focus of the CMSEC is:

- the creation of specialized education programs for students ages 3-22 with or without disabilities;
- services delivered to member district staff - including training, professional development, consultation, or other service;
- development of partnerships with community and state agencies to enhance support to member districts;
- application for grants or other sources of funding for programs from entities that may include, without limitation, state agencies, community-based partners, corporate entities, and institutions of higher education, etc.; and
- application for grants or other sources of funding to operate programs for individuals that complement the mission and vision of CMSEC.

The overall objectives of CMSEC include:

- providing a challenging academic experience to improve the academic achievement of enrolled students;
- offering a variety of quality professional development opportunities to general and special educators and related service providers; and
- offering all programs and services in a cost-effective manner.

### **Section III: Programs and Services To Be Offered**

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

- day school placements and other programs and services for students with and without disabilities deemed appropriate by the Board of Directors; and
- professional development programs for general and special educators.

#### Section IV: Governance

No later than June 30, annually, each member district shall appoint one (1) person to serve as a Director on the Board of Directors of the Collaborative, sometimes hereinafter referred to as Board Member. All persons so appointed and serving on the Board of Directors shall be either a school committee member or the superintendent of schools of the respective member district. In the event that any person so appointed shall, for any reason, cease to be a member of the applicable member district's school committee or shall cease to serve as a superintendent of schools of the member district, such person shall be deemed to have resigned his or her seat on the Board of Directors effective immediately. In addition to the two Board Members appointed by the member districts, the Commissioner of Elementary and Secondary Education, hereinafter, the Commissioner, shall appoint one person to serve as his representative pursuant to M.G.L. c. 40, §4E. Each person so appointed to serve on the Board of Directors shall continue to serve until such time as his/her successor has been duly appointed and qualified. In the event that a vacancy occurs in any seat on the Board of Directors, the entity which originally appointed the Board Member who served in such vacant seat shall appoint a person to complete the term of office of the Board Member who formerly held such seat.

CMSEC shall be managed by this Collaborative Board of Directors, hereinafter sometimes referred to as the "Board" or the "Board of Directors". The Executive Director of the CMSEC shall attend each Board meeting.

- A. The Board of Directors shall meet not fewer than six (6) times annually. The Board will establish its annual schedule of meetings in September or as soon thereafter as is reasonably practicable and shall comply with M.G.L. c. 30A, §§ 18-25. July and August meetings will be scheduled at the discretion of the Board.
- B. So long as the Collaborative shall have two member districts, a quorum for conducting business shall consist of two voting Board Members from member districts. If at any time hereafter the Collaborative shall have three or more member districts, a quorum shall consist of a majority of the voting Board Members of the member districts. A quorum is not needed to close any meeting of the Board.
- C. The Board has the authority to act by a simple majority vote of Board Members present provided that there is a quorum as established pursuant to Section IV. B., hereinabove; notwithstanding the foregoing, a vote to terminate the Collaborative shall be approved only in accordance with Section XI of this Agreement.
- D. The Board shall, annually during September, or as soon thereafter as is reasonably practicable, organize itself by electing a Chairperson.
- E. The Executive Director or his/her designee, will act as executive secretary to the Board unless otherwise voted by the Board. The

Chairperson, with the vote of the Board, may appoint such sub-committees or advisory or operating committees of the Board as will facilitate its work or as the Board may deem necessary or desirable from time to time.

#### **Section V: Conditions of Membership**

Each member district shall have the following rights and responsibilities.

- A. Each Board Member will serve as the representative of his or her respective member district and will have one (1) vote. The Commissioner's appointee will have one (1) vote. Notwithstanding the fact that Board Members serve as the representatives of their respective member districts, while acting in his/her capacity as Board Members of the Collaborative, each Board Member has a fiduciary responsibility to discharge his or her duties with care, skill, prudence and diligence for the benefit not only of the Board Member's district, but also for the students served by the Collaborative. If the interests of the Collaborative conflict with the interests of the member district, the Board Member shall have a duty to inform the member district and the Collaborative about the conflict at the next regularly scheduled open meeting of the body.
- B. Each Board Member shall be responsible for providing information and updates on the activities of the Collaborative on a quarterly basis to the Board Member's appointing school committee at an open meeting as outlined in applicable law or regulation, currently codified at M.G.L. c. 40, § 4E and 603 CMR 50.04(2), and shall be responsible for providing such other information as required or requested by the member district.
- C. Each Board Member is required to complete training provided by the Department of Elementary and Secondary Education (hereinafter, "the Department") on the roles and responsibilities of their position within 60 days of their initial appointment to the Board.
- D. No Board Member shall serve on the board of directors or as an officer or employee of a related for-profit or non-profit organization.
- E. Each Board Member is expected to attend every scheduled Board meeting. No Board Member shall delegate his/her powers or send a representative in his/her place as a voting member. In the event that at any time a Board Member misses at least two scheduled Board meetings and the number of scheduled meetings missed constitutes one-half (1/2) or more of the regular or special meetings of the Board held to date within the then current fiscal year, the Chair of the Board shall inform the Chair of the member district school committee of the Board Member's absences. In the event that, at any time, a Board Member shall have missed at least two scheduled meetings and the number of scheduled meetings missed constitutes two-thirds (2/3) or more of the Board meetings held to date within the then current fiscal year, such Board Member shall be deemed to have resigned his/her seat as a member of the Board of Directors. Thereupon, the Chair of the Board will notify the Chair of the school committee of the member district that the seat is vacant and will remain vacant until such time as the member district, by appropriate vote, appoints a new representative to serve as a Board Member.

**Section VI: Powers and Duties of the Board and Appointed Representatives to the Board**

The Board shall be responsible generally for the operation and management of the Central Massachusetts Special Educational Collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability over its operation. The Board shall be vested with all authority and responsibilities provided or available to such boards pursuant to M.G.L. c. 40, §4E and 603 CMR 50.00, and all acts and regulations amendatory thereof, and the Board shall be vested with the authority and responsibility to take all actions necessary or incidental to exercise by the Collaborative of those authorities and responsibilities accorded or available to education collaboratives pursuant to M.G. L. c. 40, §4E and 603 CMR 50.00, and all acts and regulations amendatory thereof, such powers and duties to include but not limited to the following:

- A. To formulate policy for the Collaborative, to hire all staff, approve the budget, oversee the operation of the Collaborative and to ensure compliance with applicable state and federal laws and regulation, including but not limited to M.G.L. c. 40, §4E and 603 CMR 50.00
- B. To enter into agreements with member and non-member districts or other collaboratives to establish mutually beneficial programs and services or pricing arrangements and for other purposes if in the best interest of the Collaborative.
- C. To lease land, buildings and equipment, to borrow funds in accordance with Section VII.C of this Agreement, to establish by-laws, and advisory councils, to enter into contracts, and to sue.
- D. To 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. determining the appropriateness and cost-effectiveness of any borrowing, loans, or mortgages in accordance with Section VII. C; and
  - 4. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate in accordance with Section VII.C.
- F. The Board is a public employer and shall hire all employees of CMSEC and ensure that all employees possess the necessary and required credentials and approvals, including those required by M.G.L. c.71, §38G and 603 CMR 7.00, M.G.L. c.74 and 603 CMR 4.00, and all acts and regulations amendatory thereof.
- G. The Board shall hire:
  - 1. an Executive Director who shall have duties as the Board may determine, including but not limited to day to day operational charge of all activities of the Central Massachusetts Special Education Collaborative, overseeing all of the Collaborative's programs and personnel with the exception of the Treasurer, and with implementing the policy of the Board;
  - 2. a Business Manager or an employee with responsibilities similar to those of a town accountant to oversee the Collaborative's finances;
  - 3. at least one school nurse to support the Collaborative's programs; and
  - 4. a Treasurer, who shall annually give bond consistent with the

requirements of applicable law currently set forth at M.G.L. Ch.40, § 4E and reports directly to the Board.

- H. The Board shall ensure that there is a 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 of Directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. Ch 40, § 4E and all acts and regulations amendatory thereof.
- I. The Board shall develop and adopt 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 conducts, 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 the annual reports and annual independent audits are filed with appropriate governmental agencies and posted as required by law or regulation as it may be amended at any time and from time to time, and which currently requires posting on the CMSEC's website, consistent with the requirements of M.G.L. c. 40, §4E and 603 CMR 50.00.
- K. Indemnification:
  1. Neither the Executive Director nor any member of the Board shall be liable to the Collaborative or to any member district hereof for any act or omission of the Executive Director or any member of the Board or be held personally liable in connection with the affairs of the Collaborative except only liability arising out of his/her own willful malfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative or its members.
  2. Neither the Executive Director nor any member of the Board shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind, 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 or performance thereof and each member of the Board, and the Executive Director shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary provisions hereof, such Board Member, Executive Director and member district shall be held personally liable. Any person dealing with the Collaborative shall be informed of the substance of this provision except that any such person need not be informed of the indemnification contained herein, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.
  3. The Executive Director and his/her legal representatives and each Board Member and his/her legal representatives and each member district and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid to the Collaborative, including judgments, fines,

penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or Central MA Special Education Collaborative proceeding to which such member of the Board, member district or Executive Director or his/her/its legal representatives may be made a party or otherwise involved by reason of his/her/its capacity as member of the Board, Executive Director or member district, except only liabilities and expenses arising out of his/her/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 Director or member district may be entitled as a matter of law or which may be lawfully granted to him/her/it.

## **Section VII: Finance**

### **A. Financial Terms:**

1. The fees, tuitions, and rates to be charged to member districts for all Collaborative services will be considered and set annually by the Board of Directors, including but not limited to fees for specialized programs for students (tuition), hourly rates for services (therapy, evaluations, consultation, etc), or overhead calculations for services rendered (professional development, etc.). Fees, tuitions and rates will be calculated through the annual budgeting process for each program as described in Section VII.F.1.g.
2. The Board may, by majority vote, establish buy-in fees to be paid by new member districts to reflect capital costs that have previously been incurred by the Collaborative and member districts. New member districts will pay a share of existing debt based on criteria to be determined by the Board during the time of consideration of approval of the new member and reflected in the Amended Agreement developed in accordance with Section VIII and IX of this Agreement. Such share will be reflected in the calculation of the annual budget.
3. The Board may, by majority vote, apply for and accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.
4. The CMSEC is subject to M.G.L.c.30B and all acts and regulations amendatory thereof, for the procurement of goods and services.

### **B. Collaborative Fund:**

1. The Collaborative herein agrees to establish an Educational Collaborative Fund known as the Central Massachusetts Special Education Collaborative Fund (herein referred to as the Collaborative Fund and CMSEC Fund) which shall be overseen by the Collaborative Board of Directors.
2. The Collaborative Fund may be held in various accounts in various financial institutions. The Collaborative Fund shall be the depository for all funds received by the Collaborative from member and non-member districts, all grants, or gifts to the Collaborative from the federal government, state government, charitable foundations, private corporations or any other source; all such monies shall be paid directly to CMSEC and deposited in said Collaborative Fund.



3. The Board of Directors shall appoint a Treasurer of the Collaborative Fund as set forth in section VI. G. of this Agreement. No member of the Collaborative Board shall be eligible to serve as Treasurer of the CMSEC.
4. Subject to the direction of the Board of Directors, the Treasurer is authorized to receive and disburse funds of the Collaborative Fund without further appropriation.
5. The Treasurer shall annually give bond for the faithful performance of duties and, to the extent required by applicable law or regulation, such bond shall be in a form and amount approved by the Commonwealth of Massachusetts Department of Revenue, and the Board of Directors of the CMSEC. Any funds of the Collaborative Fund not immediately necessary for operations may be invested by the Treasurer, consistent with the provisions and requirements of applicable law or regulation, including but not limited to Section 55B of Chapter 44 of the Massachusetts General Laws.
6. Compensation for the Treasurer of the Collaborative shall be established by the Board.

**C. Borrowing, Loans, and Mortgages:**

1. The Board may authorize the borrowing of funds or enter into short- or long-term agreements or mortgages, acquiring fixed assets including real property to support Collaborative operations, subject to the following procedures:
  - a. all discussions of borrowing, loans and mortgages will be held within a public meeting of the Board;
  - b. the Board shall investigate various options with respect to any proposed or anticipated borrowing, loans, and mortgages to ensure that the terms thereof are the most favorable to the Collaborative for such purposes at the time of application; and
  - c. the Board shall determine, through a majority vote, at a public meeting, that the terms related to such borrowing, loans and mortgages are cost-effective and the most favorable available to the Collaborative for such purposes at the time of 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 any 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 in which the final vote to approve such mortgage is taken;
  - b. the Board shall provide notice to each member district within thirty (30) days of applying for any real estate mortgages; and
  - c. the Board shall approve such action by a majority vote.

**D. Surplus Funds:**

General funds, as defined in 603 CMR 50.07(5)(a), unexpended at the end of any fiscal year plus any previous year's surplus funds as determined through the financial statements of the Collaborative, will be considered Cumulative Surplus funds (hereinafter, "Cumulative Surplus").

1. The determination of Cumulative Surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(10), funds deposited in trust in accordance with M.G.L. c.32B, §20 and any amounts prepaid for services or tuitions in accordance with M.G.L. c.40, §4E and all acts and regulations

amendatory thereof.

2. The Board will retain no more than twenty-five (25) percent of the previous year's fiscal budget, as Cumulative Surplus for the ensuing fiscal year.
3. On an annual basis, after the Board has accepted the audit results of the previous fiscal year, the Board shall approve by majority vote, the final dollar amount of the Cumulative Surplus.
4. The Board shall determine whether such Cumulative Surplus funds are within the established 25 percent limit as set forth in Section VII. D.2. above, and whether and what portion of the Cumulative Surplus funds will be retained by the Collaborative, whether and what portion of the Cumulative Surplus funds will be expended as provided hereinafter, and whether any, all or what portion of the Cumulative Surplus funds will be refunded to the member districts.
5. In the event that the Board determines that any portion of the Cumulative Surplus funds are to be refunded to the member districts, the proportion of the total Cumulative Surplus funds to be so refunded to a particular member district shall reflect the same proportion that such member district's student membership for the previous fiscal year bears to the total student membership of the Collaborative for all member districts for that previous fiscal year.
6. Cumulative Surplus funds may be expended in future years' budgets as a revenue source by Board approval to carry out the purposes for which the Collaborative is established.

**E. Capital Reserve Fund**

1. The Central Massachusetts Special Education Collaborative may create a capital reserve fund (herein "capital reserve" or "reserve") to support costs associated with the acquisition, maintenance, and improvement of fixed assets, including real property, pursuant to a capital plan.
2. Funds in a capital reserve account may be used only for the project or purpose for which the account was established.
3. The establishment of a capital reserve shall be subject to the approval of two-thirds of the member districts. The request for approval must state the reason for the reserve, the methodology of assessing capital costs to members as outlined in Section VII.F.1.c and a limit on the balance that may be held in reserve.
4. Deposits into the capital reserve shall be proposed and approved through the budget process.
5. In the event that the purpose for which the capital reserve was created requires modification, the Collaborative board of directors shall revise its capital plan and provide notice to all member districts. If the member district does not vote to disapprove the revised capital plan within a 45 day period, that member shall be deemed to have approved the revised capital plan. Two-thirds (2/3) approval of the member districts is required to revise the capital plan.

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

1. Development of the Central Massachusetts Special Education Collaborative Budget: The Board shall annually determine the Collaborative budget consistent with the timelines, terms, and requirements in conformity with applicable law and regulations, currently as provided in M.G.L. c.40, § 4E, and in conformity with

603 CMR 50.00 promulgated by the Board of Elementary and Secondary Education and in conformity with the terms of this Agreement.

- a. In collaboration with staff and member districts, CMSEC begins forecasting the annual budget each October. The process includes input from Collaborative committees, program directors and staff. Strategic plans created will guide this process. Program directors estimate future program services/enrollments based on this input. The Executive Director and Business Manager meet with program directors to review anticipated enrollment and prior trends to establish appropriate staffing and fiscal resources. When final enrollment and expenses are forecasted, rates are established to support the costs of all programs.
  - b. The preliminary budget draft is presented and reviewed by the Finance Subcommittee before submission to the Collaborative Board of Directors. The Finance Subcommittee's recommended preliminary budget is presented to the Board of Directors for initial review (first reading) in December. Additional meetings will be held as necessary to finalize the annual budget. The timing of the budget presentation is critical to inform member districts of forecasted rates for the upcoming fiscal year. A second reading of the budget is held in January for the Board vote.
  - c. The budget shall contain all planned financial activity for the upcoming fiscal year. Capital costs shall be included in the budget and each member district shall be charged a proportionate share based on the member district's enrollment of students in the Collaborative as of October 1 SIMS data from the previous school year.
  - d. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve.
  - 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 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.
  - g. The budget shall delineate the tuition rates for member and non-member districts as well as fees for services. Tuition rates and fees for services are based on the overall cost of providing the services, divided by the number of students served by the program or service. Once the total annual budget expenditures are determined and the anticipated out of district enrollment and revenue is calculated, based on historical data, the annual per pupil rate is determined. The formula for calculating the tuition and fees for service rate for a member district with fewer than ten students is the annual per-pupil rate less 15 percent. The formula for a member district with the remaining number of students enrolled pays the net balance, divided in twelve equal installments.
2. The Budget shall be discussed at a public meeting of the Board and notice shall be provided to each member district at least ten (10)

working days before the date of such Board meeting.

3. The Board shall adopt the final budget by affirmative majority vote of the Board at a subsequent Board meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative budget was first proposed but no later than the June 30<sup>th</sup> date, preceding the first day of the fiscal year.

**G. Transmitting the Budget and Payment Terms:**

1. The Treasurer shall certify and transmit the budget, the capital cost assessments, fees and the tuition rates, for the upcoming fiscal year to each member district not later than the June 30<sup>th</sup> date, preceding the first day of the fiscal year.
2. The Collaborative shall submit invoices to member districts for all services to reflect tuition as well as fees on a monthly basis. Non-member districts will be invoiced on a bi-annual basis.
3. Tuition bills, capital cost assessments, and fees for services shall be paid within thirty (30) days of mailing of invoices to the member and non-member districts.
4. In the event that any member district fails to make timely payment of any tuition bill, capital cost assessment and/or fee for services and such arrearage in the aggregate equals or exceeds \$100,000.00, and/or in the event that such arrearage continues for a period of more than ninety days, the Board, by majority vote, may impose interest on the unpaid amount to accrue at the legal rate allowed by law, may commence and pursue collection proceedings against the delinquent member district and further may suspend the voting privileges of the delinquent member district. The right to impose interest, the right to commence and pursue collection proceedings and the right to suspend such voting privileges shall be in addition to, and not in lieu of, all other rights and remedies which the Collaborative and the non-delinquent member districts may have at law or in equity for such failure to make timely payment, all of which rights and remedies are herein specifically reserved to the Collaborative and the non-delinquent member districts.

**H. Procedure for Amending the Budget**

1. All budget amendments shall be proposed at a public meeting of the Board.
2. Any amendment that does not result in an increase in tuition rates, capital cost assessments, or fees for services shall be approved by the Board by a majority vote.
3. Any amendment to the budget that results in an increase in capital cost assessments, tuition rate or fees for services shall adhere to the following procedures:
  - a. All appointed Board Members shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their member district 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 of the Board.
  - c. The Treasurer shall certify and transmit the amended capital cost assessments, tuition rates and fees for services to each member district not later than ten (10) working days following the affirmative vote of the Board to amend the Budget at the second meeting of the Board described in Section VII.H.3.b, above.

5. The Board has the authority to reduce tuition rates, capital cost assessments, and fees for services to member and non-member districts, when doing so is determined by the Board to be in the best interest of the Collaborative.

#### **Section VIII: Procedure for Amending the Collaborative Agreement**

The Collaborative Agreement of the CMSEC may be amended from time to time as the need may be, pursuant to the following procedures:

- A. A proposal for amendment of the Collaborative Agreement may be initiated by the school committee, for any member district, by any member of the Board of Directors, or by the Executive Director.
- B. The proposed amendment shall be presented in writing to the Executive Director and the Chair of the Board of Directors at which it shall first be read. No less than ten (10) working days prior to the Board meeting at which the amendment is first read, the Executive Director shall cause copies thereof, together with notice as to the time and place of the first reading of the proposed amendment, to be sent to all Board Members and to the Chairs of the school committees of the member districts.
- 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 as it may be amended by the Board, to the Department for initial review.
- D. Upon Department review, the Executive Director shall make such changes, if any, required by the Department and submit the same to the Board for its review and a first reading of the proposed amendment as so revised.
- E. No less than (10) working days prior to the Board meeting at which the revised proposed amendment will be discussed, the Executive Director shall cause copies thereof, together with notice as to the time and place of the first reading and vote thereof, to the Chairpersons of the school committees of the member districts.
- F. The proposed amendment as revised, shall be read a second time at the regular meeting next subsequent to its first reading, at which time, in order to be approved, there must be a majority vote of the Board of Directors approving the proposed amendment as revised.
- G. Once the Board of Directors has approved such amendment, the Chair of the Board shall forward the amended Agreement to the member districts for their approval.
- H. Once a majority of the member districts have approved and signed the amended Agreement, the Collaborative shall submit the signed amended Agreement in accordance with all applicable law and regulation, currently set forth at M.G.L. c. 40, § 4E and 603 CMR 50.00, to the Commissioner of Elementary and Secondary Education/Board of Elementary and Secondary Education for approval.
- I. 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**

A school committee or charter school board may become a member of the CMSEC 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 the intent

- to join the Collaborative and request to be admitted to membership, along with a copy of the school committee/charter school board minutes that indicates an affirmative vote of the committee/charter school board to seek membership in the Collaborative.
- B. Upon receipt of the prospective member district's notification of intent to join the Collaborative and the minutes, the Board will consider the request.
  - C. Upon a majority affirmative vote of the Board, this Agreement will be amended to add the new member district. The Agreement shall be amended consistent with Section VIII of this Agreement.
  - D. The amendment or the votes of approval may provide for the deferral of the admission of a new member district until July 1 of the next subsequent fiscal year.
  - E. A school committee or charter school board may be admitted to the Collaborative as of July 1 of any fiscal year provided that all required approvals, including that of the member districts and the Board of Elementary and Secondary Education, are obtained by the preceding April 30 of the fiscal year prior to the fiscal year in which the new member district is to be admitted to the Collaborative.
  - F. The new member district or charter school board may designate a non-voting representative to the Collaborative Board of Directors following the approval for admission and continuing until the actual date of such admission as described in E. above.

**Section X: Procedure and Timeline for Withdrawal of Current Member District(s)**

- A. Any member district may withdraw from the Central Massachusetts Special Education Collaborative as of July 1, in any year provided that such member district gives a written notice to every other party to this Agreement as well as to the Executive Director of the Collaborative and to the Board of the Collaborative of such intent at least 180 days before the end of such fiscal year, and provided the Board of Elementary and Secondary Education has approved the withdrawal by April 30, of the fiscal year at the conclusion of which the withdrawal is to occur. Withdrawal may only take place at the end of a fiscal year.
- 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 Collaborative's 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 or Charter Board 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, the Agreement shall be amended consistent with Section VIII of this Agreement.
- D. Upon withdrawal of any member district, neither such withdrawing member district, nor the school committee of such member district, nor the town or city of such withdrawing member district shall be entitled to any assets or portion of any assets of the Central Massachusetts Special Education Collaborative including but not limited to any surplus or Cumulative Surplus funds, provided however that a member district's share of the capital assets or capital reserve funds held by the Collaborative shall be distributed to the withdrawing member district that contributed to the purchase of the particular capital asset or capital reserve deposit then held by the

- Collaborative, in proportion to the withdrawing member district's contribution toward the capital reserve account for the particular project or purpose for which the capital reserve fund account was established. Such distribution will be made pursuant to such payment terms, which shall be over the lifetime of capital asset, established by the Board in its reasonable discretion.
- E. The withdrawing member district must fulfill all its financial obligations and commitments made to the Collaborative and the withdrawal of the member district from the Collaborative and the Collaborative's Board of Directors approval of such withdrawal shall not be deemed to be a release of such financial obligations and commitments.
  - F. A member district that has withdrawn from the Collaborative will continue to be liable to the Collaborative and/or to any claimant against the Collaborative for its pro-rata share (an amount to reflect the same proportion that such member district's student membership for the previous fiscal year bears to the total student membership of the Collaborative for all member districts for that previous fiscal year) of the budget for any debts, claims, demands or judgments of or against the Collaborative arising in whole or in part during the period of said former member district's membership in the Collaborative.
  - G. Upon withdrawal from the Collaborative, the withdrawing member district will be reimbursed for any funds for prepaid tuition or services in accordance with applicable law and regulation, currently as set forth under M.G.L.c.40S, 4E. To the extent permitted by law and regulation, the Collaborative shall have the right to determine the terms, timing and method of such reimbursement and shall have the right to offset any claim for reimbursement against any obligations and/or liabilities of the withdrawing member district to the Collaborative.
  - H. The withdrawal of any member district(s) at any time shall not affect the status of the Collaborative Agreement and 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.
  - I. If, upon the withdrawal of a member district(s), fewer 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 termination proceedings of the Collaborative Agreement by giving notice to all other member districts and to the Executive Director at least twelve (12) months before the end of the then 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.
- C. The termination of the Collaborative Agreement may only be effective as of the end of a fiscal year.
- D. The CMSEC Agreement may be terminated at the end of any fiscal year only by the affirmative vote for termination of at least two-thirds (2/3) of the member districts of the Collaborative, all of which the votes must be taken and notice of each vote with copies of the approved minutes of each of the meetings during which the vote to terminate was approved, must be received by the Executive Director no

- later than 200 days prior to the effective date of termination.
- E. Following the Executive Director's receipt of notice of such affirmative votes of the school committees of the member districts to terminate the Collaborative Agreement with copies of the applicable approved minutes from the school committee meetings approving such termination, the Executive Director shall inform the member districts and non-member districts who are served by the Collaborative and the Department in writing of the vote to terminate the Collaborative Agreement at least 180 days prior to the effective date of termination.
  - F. Following the affirmative votes of the member districts to terminate the Collaborative Agreement, a final independent audit will take place and a final independent audit report will be provided to all Board Members and to the member districts as well as to the Department, such audit report to include but not be limited to 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 after termination of the Collaborative;
    4. identify the member and non-member districts responsible for maintaining student records.
    5. identify the member district responsible for maintaining employee and program records after termination of the Collaborative;
    6. 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;
    7. distribute surplus funds or capital reserve funds to member districts as follows: surplus funds shall be distributed to member districts according to the terms of Section VII. D. 5 of the Agreement; capital reserve funds shall be distributed to member districts in proportion to each member district's contribution toward the capital reserve account for the particular project or purpose for which the capital reserve fund account was established; to the extent that any surplus funds or capital reserve funds remain after distribution in such manner, such remaining funds shall be distributed to the member districts in a manner which shall reflect the same proportion that each member district's student membership for the previous fiscal year bears to the total student membership of the Collaborative for all member districts for that previous fiscal year;
    8. ensure the appropriate disposition of all assets of the Collaborative, including any unencumbered funds held by the Collaborative, and any capital property and real estate owned by the Collaborative. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the member districts in a manner which shall reflect the same proportion that each member district's student membership for the previous fiscal year bears to the total student membership of the Collaborative for all member districts for that previous fiscal year.



- 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 then applicable law and regulation, currently as provided by 603 CMR 50.11 to the Department.
- I. In the event that the Department revokes and/or suspends the approval of the CMSEC Agreement, the Board will follow all lawful instructions from the Department, and Sections XI.E through XI.H, inclusive, shall be implemented to the extent these procedures are consistent with the lawful order of the Department terminating the Collaborative Agreement.

**NON-DISCRIMINATION PRACTICES**

The Central Massachusetts Special Educational Collaborative does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, disability or sexual orientation and ensures that all students have equal rights of access and equal enjoyment of the opportunities, advantages, privileges and courses of study. The Central Massachusetts Special Educational Collaborative is an Equal Opportunity Employer.

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

Date of First Reading:

Second Reading:

Date Approved by the Collaborative Board of Directors:

Date approved by member School Committees:

Webster Public Schools

\_\_\_\_\_ Date

Worcester Public Schools

\_\_\_\_\_ Date

Signatures:

*J. Cole*  
Chairperson Webster School Committee

9/11/14  
Date

\_\_\_\_\_  
Chairperson Worcester School Committee

\_\_\_\_\_ Date

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9-14-14  
\_\_\_\_\_ Date

**Signatures:**

\_\_\_\_\_  
Chairperson Webster School Committee

\_\_\_\_\_ Date

\_\_\_\_\_  
Chairperson Worcester School Committee

9-14-14  
\_\_\_\_\_ Date

Approved by the Board of Elementary and Secondary Education

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Commissioner of Elementary and Secondary Education

Date of Approval:

*Walter D. ...*