

**SEEM Collaborative**

**Articles of Agreement**

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## **PREAMBLE/AUTHORIZATION**

This document constitutes the Collaborative Agreement (hereinafter "the Agreement") of SEEM Collaborative (hereinafter "the Collaborative") which is established and exists pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4E, and acts amendatory thereto as they may from time to time be enacted by the legislature and 603 CMR 50.00 and will be considered effective upon the approval of the Member School Committees and Massachusetts Board of Elementary and Secondary Education.

This Agreement replaces the original Agreement, as most recently amended on or about April 17, 1999 and January 1, 2008, entered into by and between the School Committees of Lynnfield, Melrose, North Reading, Reading, Saugus, Stoneham Wakefield, Wilmington, Winchester and Woburn. In consideration of the mutual promises and agreements contained herein, it is hereby agreed as follows:

## **ARTICLE I: MEMBERSHIP**

The membership of the Collaborative, as of the effective date of this Agreement, includes the school committees (hereinafter referred to as Member Districts), as indicated by the signatures of the chairs of the school committees:

1. School Committee for the Lynnfield Public Schools
2. School Committee for the Melrose Public Schools
3. School Committee for the North Reading Public Schools
4. School Committee for the Reading Public Schools
5. School Committee for the Saugus Public Schools
6. School Committee for the Stoneham Public Schools
7. School Committee for the Wakefield Public Schools
8. School Committee for the Wilmington Public Schools
9. School Committee for the Winchester Public Schools
10. School Committee for the Woburn Public Schools

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

**A.** The mission of the Collaborative is to cooperatively develop and deliver quality and cost-effective programs and services, consistent with M.G.L. c. 40, § 4E for students, school districts, partner organizations, and communities.

**B. The overall objectives of the Collaborative include:**

1. Provision of day programs and other services for general education students and students with low-incidence disabilities in the least restrictive environment;
2. Offering a variety of quality professional development opportunities to general and special education teachers and administrators, and related service providers;
3. Provision of cooperative and regional educational programs and services in a cost-effective manner;
4. Exploration and pursuit of grants and other funding to support identified needs of the Member Districts; and
5. Offering cooperative programs and/or services to help districts maximize cost efficiency and program effectiveness through a collaborative effort.

**C. The focus of the Collaborative:**

1. Programs and services for students with special needs;
2. Provide pupil transportation;
3. Cooperative purchasing of services and/or goods;
4. Coordinating and/or implementing professional development;
5. Coordinating and/or implementing technology services;
6. Supporting initiatives from the Department of Elementary and Secondary Education;
7. Grant writing and implementation on behalf of school districts, and
8. Cooperative planning and delivery of services to meet the needs of the districts.

**D. Purposes of the Collaborative:**

The purpose of the Collaborative is to provide intensive education programs and services for students with disabilities; to provide professional development to educators; to provide related services to students with disabilities in Member and Non-Member Districts, and to provide other high quality cost effective services to meet the changing needs of Member Districts. The Collaborative, therefore, exists to conduct educational programs and services which shall complement and strengthen the school programs of Member Districts and increase educational opportunities for children when it is determined that such programs and services can most effectively and economically be provided on a collaborative basis. The foregoing purpose includes the authority of the Collaborative, acting through its Board of Directors, to contract with corporations, individuals, associations, agencies, and/or any other entities in order to obtain and provide services for a Member District(s). In addition, subject to the approval of the Board of Directors, the Collaborative will continue to create new programs, increase and expand its level of service in general education, occupational-vocational education, staff development and training, research and development of innovative programs, and in any such area determined to be a need by the Member Districts and consistent with M.G.L. c. 40, § 4E.

Notwithstanding any other provision of these articles, the Collaborative is organized exclusively for educational purposes, as specified in Section 501(c) (3) of the Internal Revenue Code, and shall not carry on any activities not permitted to be carried on by any entity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code.

No substantial part of the activities of the Collaborative shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Internal Revenue Code Section 501 (h)), or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

**ARTICLE 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:

1. Day school placements and other programs and services for students with low-incidence disabilities;
2. Alternative school programs for at-risk students;
3. Community-Based Services, including Vocational Services;
4. Behavior Consultation and Education Services;
5. Therapy Services;
6. Family Services;
7. Professional Development Programs;

8. Collaborative Grant Applications;
9. Transportation Services;
10. General education supports and services; and
11. Clinical Evaluations, including 45 day extended evaluations.

The programs/services listed above are not all-inclusive; the Board, acting at the request of the Executive Director and/or the Member Districts may consider and approve other programs and services to be provided by the Collaborative so long as such programs/services are in the best interest of the Member Districts, and are not inconsistent with M.G.L. c. 40, § 4E and 603 CMR 50.00, et. seq., as amended from time to time.

#### **ARTICLE IV: GOVERNANCE**

Each School Committee executing this Agreement shall annually appoint the superintendent of schools to be the "appointed representative" to the Collaborative Board of Directors (hereinafter "the Board"). An appointee of the Commissioner of Elementary and Secondary Education shall be a voting member of the Collaborative Board. The Board shall provide overall management and supervision of the Collaborative. No employee of the Collaborative may serve on the Board.

Meetings of the Board shall be held at least six (6) times each fiscal year, unless the Board determines that meetings should be conducted on a more frequent basis. Notice of such meetings will be provided to Member Districts and posted in accordance with M.G.L. c.30A §§ 18-25, the Open Meeting Law. The Executive Director may call special meetings for special purposes with consent of the Board chairperson or by the Board chairperson him/herself. Special meetings of the Board shall also be consistent with the Open Meeting Law.

A quorum shall consist of a simple majority of the voting members of the Board, and the Board may act by a simple majority of appointed representatives present and voting unless otherwise provided in this Agreement. A quorum is not needed to close the meeting.

The Board shall, annually at the final meeting of the fiscal year, organize itself by electing a Chairperson and a Financial Representative. The former Chairperson shall serve as Vice-Chairperson. The Chairperson, with the concurrence of the Board, may appoint such subcommittees of the Board as will facilitate its work. The Executive Director, or designee, will act as the Executive Secretary to the Board. The Executive Director shall attend all Board meetings but shall not be entitled to a vote.

Each appointed representative shall be responsible for providing the following information to the representative's Member District in accordance with the provisions of M.G.L. c. 40, § 4E and 603 CMR § 50.00, et seq.

1. Quarterly information and updates to the School Committee at an open meeting, on collaborative activities, including but not limited to the programs and services provided by the Collaborative;
2. A copy of the Collaborative Agreement and any amendments;
3. A copy of the annual budget and tuition rate;
4. A copy of the annual report and financial audit;
5. Notification of applications for real estate mortgages;
6. A copy of any capital plan approved by the Board;
7. Any additional information as may be requested by a vote of the School Committee of the Member District; and

8. Any additional information as may be required in M.G.L. c. 40 § 4E, 603 CMR § 50.00, et seq. and any amendments thereto.

#### **ARTICLE V: INDEMNIFICATION**

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 own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative or its Members.

Neither the Executive Director nor any member of the Board or Member District shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, 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, Member and any Executive Director shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary to the provisions hereof, such Board member, Executive Director or Member shall be held personally liable. Any person dealing with the Collaborative shall be informed of the indemnification contained herein and, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

The Executive Director and his/her legal representatives and each Board member and his/her legal representatives and each Member and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid to the Collaborative, including judgments, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such member of the Board, Member or Executive Officer or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as member of the Board, Executive Officer or Member, except only liabilities and expenses arising out of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative as final 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 Office or member may be entitled as a matter of law or which may be lawfully granted to him/it.

#### **ARTICLE VI: CONDITIONS OF MEMBERSHIP**

Each Member District shall have the following rights and responsibilities as a member of SEEM Collaborative in accordance with M.G.L. c. 40 § 4E and 603 CMR § 50.00 et. seq.:

1. Each appointed representative shall be entitled to a vote, which cannot be delegated to any other individual.
2. No appointed representative shall serve on a board, or as an officer or employee, of a related for-profit or non-profit organization.
3. No appointed representative shall receive an additional salary or stipend for his/her service on the Board.
4. Each Member District shall contribute an annual payment including, but not limited to, the membership assessment, as determined by the Board in accordance with Article VIII.

Each appointed representative shall be an active and engaged voting participant of the Board. The appointed representative shall attend scheduled meetings and fulfill all duties as may be required by the Board, 603 CMR 50.00 et. seq., and this Agreement.

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

The Board shall be vested with the authority to enter into agreements with Member and non-Member Districts, Charter School Boards, or other Collaboratives to establish mutually beneficial programs and services or pricing arrangements.

The Board shall be responsible for:

1. Ensuring adherence to this Agreement and progress toward achieving the purpose 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 Article VIII;
4. Approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate;
5. Ensuring an annual report for the previous fiscal year be prepared, approved by the Board, and submitted to the Commissioner of Elementary and Secondary Education and the Chair of each Member District no later than January 1 of each year; and
6. Ensuring that an independent financial audit is completed and approved by the Board annually, and submitted to the Commissioner of Elementary and Secondary Education, the State Auditor, and the Chair of each Member District no later than January 1 of each year.

The Board shall have all the powers and duties conferred and imposed upon Educational Collaborative Boards by law and regulations, and conferred and imposed upon it by this Agreement and such other additional powers and duties as are specified in M.G.L. c.40, § 4E, 603 CMR § 50.00 and any amendments thereof, or as may be specified in any other applicable general or special law. The Board may adopt by-laws consistent with law and with this Agreement to govern the day-to-day operation or other appropriate matters of the Collaborative. If a particular matter is not covered by such a document, then any such matter will be handled, as the Board deems appropriate by a vote of the appointed representatives present and voting. The Board shall formulate policy for the Collaborative and ensure that its policies are being implemented. The Board shall hire all employees of the Collaborative and ensure that all employees possess the necessary and required credentials and approvals, to the extent applicable, 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.

The Board shall appoint the Executive Director, Business Manager, Treasurer, and at least one registered nurse. The Board shall ensure that there is segregation of duties between the Executive Director, Business Manager and Treasurer. The Executive Director, Business Manager and Treasurer shall serve at the pleasure of the Board, have duties that are segregated, and will oversee the operation of the Collaborative to the end that the educational needs of students enrolled in Collaborative programs, as well as the goals of any cooperative program of the Collaborative, are met in an effective and economical way.

The Board shall have the authority to borrow money for any purpose consistent with M.G.L. c. 40, § 4E and the terms of this Agreement, including, but not limited to, to meet ongoing payroll obligations, to finance the purchase and/or lease of any real or personal property, including equipment, land and/or a

building(s) (including portables), and/or to finance any renovation, reconstruction and/or construction of any real property.

The Executive Director shall have the day to day responsibility for all activities of the Collaborative, shall be responsible for overseeing all its programs and supervising and disciplining personnel, and shall be responsible for implementing the policies and by-laws, if any, and for developing procedures consistent with the policies of the Board. In addition, the Executive Director shall have the authority granted by M.G.L. c.40, § 4E and any amendments thereto. The Board shall evaluate the Executive Director's performance and effectiveness annually.

The Board shall appoint a Business Manager, who shall be subject to M.G.L. Chapter 41, § 52 and have the powers and responsibilities similar to those as a town accountant and consistent with 603 CMR 50.00 and the approved job description. The Board shall ensure that the Business Manager's performance and effectiveness is evaluated annually. The Business Manager may not be the Treasurer of the Collaborative.

The Board shall appoint a Treasurer who shall have such powers and responsibilities as determined by the Board and as stipulated in the Board-approved job description, consistent with M.G.L. c. 40, § 4E and 603 CMR 50.00. The Board shall annually evaluate the Treasurer's performance and effectiveness. No Collaborative employee or appointed representative to the Board may be the Treasurer. This person shall report directly to the Board.

## **ARTICLE VIII: FINANCIAL**

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

1. Membership dues for the SEEM Collaborative shall be assessed to each Member District on July 1 of each year. The annual membership fee, which will partially fund administrative costs for the Collaborative, will be \$5500 per Member District, unless decided otherwise by a majority vote of the Board.
2. Capital costs shall be built into the total cost of the programs. Capital costs will be built into the tuition(s) and/or fee(s) of the program(s) and/or service(s) that will benefit from the capital expenditure.
3. The remaining administrative costs of the Collaborative not supported by membership dues or non-member fees will be distributed across all programs operated by the Collaborative through an administration allocation expense proportionate to the operating budget within each fund. The proportional share of administrative costs will be added to the operating budget of each program operated by the Collaborative.
4. The Board will set the fees, tuitions, and rates to be charged to districts for all Collaborative services annually, based on the cost of providing the programs and services. These include tuitions for specialized programs for students, hourly rates for therapy, evaluative, consultative, and the like services rendered. Fees, tuitions, and rates will be established through the annual budgeting process for each program, including the administrative cost allocation noted in section 3 above, with projections based on past usage.
5. The proposed budget shall include the methodology used to determine the tuition prices for students from Member and Non-Member Districts as well as the methodology used to determine fees for services. The Board annually determines the fee for the program tuitions and fees-for-service based on the additional costs associated with providing programs and services to non-member districts. The Non-Member District tuition and service fees will be set at no more than 40% above the member tuitions and fees with the goal of no more than 30% above the member



rates, as determined by the Board annually during the budget process. All tuitions will be based on the total cost of providing the Collaborative's programs including administration, divided by the number of students projected to enroll in each program. All fees will be based on unit of usage, i.e. per student enrolled in a program, per hour of service delivery, per participant enrolled in courses or workshops, or per district for multi-district initiatives.

6. The Board has the authority to waive or decrease the percentage of the fee charged to non-member districts when doing so is determined to be in the best interest of the collaborative.
7. The Board may enter agreements with Member and Non-Member Districts or other Collaboratives to establish mutually beneficial pricing arrangements.
8. The Board may apply 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.
9. The Board may enter into contracts to obtain the funds necessary to carry out the purpose for which the Collaborative was established.
10. The Collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.
11. A Procurement Officer will be designated to coordinate procurement activities on behalf of the Collaborative and its Member Districts.

**B. Collaborative Fund:**

1. The Board shall establish and manage a fund to be known as the SEEM Collaborative Educational Fund (hereinafter "the Collaborative Fund");
2. The Collaborative 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;
3. All such monies shall be paid directly to the Collaborative Board and deposited in the Collaborative Fund; and
4. The Treasurer may make appropriate investments of funds of the Collaborative Fund 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 and bonding 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 bonding, 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, bonding, and mortgages are necessary to carry out the purposes for which the Collaborative is established.
2. In the event that such borrowing loan, bonding, 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 as defined in 603 CMR 50.07 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. 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.
2. The Board will retain no more than 25 percent in cumulative surplus, as defined by 603 CMR 50.03(5)(b)10.
3. 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.
4. 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.
5. 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 in the Collaborative for the previous fiscal year.

E. Capital Reserve Fund:

1. The SEEM Collaborative may create a capital reserve fund to support costs associated with the acquisition, maintenance, and/or improvement of fixed assets, including real property, pursuant to a capital plan.
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 (2/3) of the Member Districts. The request for approval must state the reason for the reserve and a limit on the balance that may be held in the capital reserve.
4. Deposits into the capital reserve shall be proposed and approved through the budget process and approved by a vote of the Board.
5. In the event that the purpose for which the capital reserve was created requires modification, the Collaborative Board 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 District shall be deemed to have approved the revised capital plan. A vote by two-thirds (2/3) of the Member Districts is required to revise the capital plan.

F. Annual Budget Preparation and Assessment of Costs

1. Development of the Collaborative Budget: The Board shall annually determine the Collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, § 4E, regulations promulgated by the Board of Elementary and Secondary Education and this Agreement.
  - a. In collaboration with staff and Member Districts, SEEM Collaborative begins forecasting the annual budget each October. The process includes input from Collaborative committees, program directors and staff. Strategic goals developed 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 cost of providing programs and services

- b. The preliminary budget draft is presented and reviewed by the Finance Subcommittee before submission to the Collaborative Board. The Finance Subcommittee's recommended preliminary budget is presented to the Board for initial review (first reading) in January or February. 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 March or April for the Board vote. Additional meetings will be held as necessary to finalize the annual budget. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
  - c. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve.
  - d. 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.
  - 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 proposed budget shall include the methodology used to determine tuition prices for students from Member and Non-Member Districts as well as the methodology to determine fees for services and membership dues based on the cost of providing Collaborative programs.
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 affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative budget was first proposed but no later than June 30 of the preceding fiscal year.

G. Transmitting the Budget and Payment Terms:

1. The Treasurer shall certify and transmit the budget and the tuition rates, membership dues and fees for services for the upcoming fiscal year to each Member District not later than June 30 of the preceding fiscal year.
2. The Collaborative shall submit invoices for tuitions, fee for services, professional development, and membership dues to Member Districts and to Non-Member Districts every thirty (30) days. Payment will be expected from all Districts within thirty (30) days.

H. Procedure for Amending the Budget:

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

- a. All appointed representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their Member Districts the content of the proposed amendment.
  - b. All amendments shall be voted on by the Board at a second public meeting of the Board following the Board meeting at which the amendment was first proposed; adoption shall require a majority vote.
  - c. The treasurer shall certify and transmit the amended tuition rates, membership dues and fees for services to each Member District not later than ten (10) working days following the majority vote of the Board.
4. The Board has the authority to reduce tuition rates, membership dues and fees for services to member and non-member districts, when doing so is determined to be in the best interest of the Collaborative.

No part of the net earnings of the Collaborative shall inure to the benefit of any member of the Board of Directors, trustee, director, officer of the Collaborative, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Collaborative by a private individual who is not a member, director or officer of the collaborative), and no Member of the Board of Directors, trustee, or officer shall be entitled to share in the distribution of any of the assets upon dissolution of the Collaborative.

All financial affairs of the SEEM Collaborative Fund shall be under the direction of the Treasurer appointed by the Board. The Treasurer may be a treasurer or any other employee of a city, town or regional school district belonging to the Collaborative, but no appointed representative may serve as its Treasurer. Subject to the direction of the Board, the Treasurer is authorized to receive and disburse funds of the Collaborative Fund without further appropriation. The Treasurer shall be compensated in such amount as to be set from time to time by the Board.

The Treasurer shall annually give bond for the faithful performance of duties in form and amount approved by the Commonwealth of Massachusetts Department of Revenue, and the Board. Any funds of the SEEM Fund not immediately necessary for operations may be invested by the Treasurer, consistent with the provisions and requirements of Section 55B of Chapter 44 of the Massachusetts General Laws.

The following further delineates certain financial information. The word "costs" shall mean net costs after taking into account any grants received:

Fiscal Year. For purposes of this Agreement, the fiscal year shall run from July 1 to June 30.

Financial Statements. The Board will ensure that each Member District is provided with such financial statements and year-end financial reports as the Board may prepare or may cause to be prepared.

Extended Year Programs. If the Board so elects, it may develop extended school year programming, including program(s) during the months of June through August of each year to meet the specific needs of school-age children eligible for the programs developed pursuant to this Agreement. All costs for extended school year programs shall be determined by the Board as part of the annual budget development process.

Cost Savings. All costs are to be shared on a per pupil basis or on such other basis as the Board may determine from time to time. Therefore, no Member District will be burdened with the full cost of any

program or service. It is primarily in this manner that the Member Districts will save on costs they otherwise would be expanding as an independent body with independent programs and services.

#### **ARTICLE IX: METHOD OF TERMINATION**

- 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 prior to the commencement of the intended final fiscal year. The process for terminating the collaborative will take no less than one 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 majority 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 the fiscal year.
- D. The Collaborative Agreement shall be terminated at the end of the fiscal year following votes in favor of termination by a majority of the School Committees of the Member Districts.
- E. Following the majority vote of the Member Districts to terminate this Collaborative Agreement, the Executive Director shall inform the Member Districts and Non-Member Districts who are served by the Collaborative and the Commissioner of Elementary and Secondary Education in writing 180 days prior to the effective date of any termination.
- F. Following the majority vote 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 of Elementary and Secondary Education, (hereinafter "the Department") including an accounting of assets and liabilities (debts and obligations) of the Collaborative and the proposed disposition of same according to Board policy and section IX.G.
- G. Prior to termination, the Board shall:
  - 1. Determine the fair market value of all assets for the Collaborative, including, but not limited to, real estate, capital property, equipment and supplies owned by the Collaborative.
  - 2. Determine the process for the appropriate disposition of federal/ state funds.
  - 3. Identify the Member District responsible for maintaining all fiscal records.
  - 4. Identify the Member Districts responsible for maintaining employee and program records.
  - 5. Ensure that individual student records are returned to their respective member and non-member districts.
  - 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. All liabilities shall be apportioned to the Member Districts upon a pro-rata basis based on financial participation using the last five (5) years of tuition payments.
  - 7. Ensure the appropriate disposition of all assets of the Collaborative, including any unencumbered funds held by the Collaborative, any surplus funds or capital reserve funds, and any capital property and real estate owned by the Collaborative. All assets shall be sold and the monies shall be distributed to the Member Districts upon a pro-rata basis based on financial participation using the last five (5) years of tuition payments.
  - 8. Determine the plans for Member Districts to address the needs of students that were being addressed by the Collaborative.

- 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 Collaborative Agreement, the Board will follow all instructions from the Department, and Sections IX. E through IX. H, inclusive, shall be implemented to the extent these procedures are consistent with the order of the Department terminating the Collaborative Agreement.

#### **ARTICLE X: METHOD OF WITHDRAWAL**

A Member District may withdraw from SEEM Collaborative as of July 1<sup>st</sup> in any year subject to the following terms:

- A. A Member District may withdraw from the Collaborative as of July 1<sup>st</sup> in any year, provided that such Member District provides written notice to every other Member District that is party to this Agreement as well as to the Executive Director of the Collaborative and the Board, of such intent at least 180 days before the end of such fiscal year, and provided that the Member Districts and 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.
- B. Written notification of a Member District's intent to withdraw from the Collaborative at the end of the fiscal year shall include the following:
  - 1. Notification addressed to the Chair of the Board and the Executive Director that the Member District has voted to withdraw from the Collaborative with the effective date of withdrawal; and
  - 2. A copy of the minutes from the School Committee meeting in which the Member District voted to withdraw from the Collaborative.
- C. Within thirty (30) days of notification of a Member District's intent to withdraw from the Collaborative, an amendment shall be prepared to reflect changes in the Agreement caused as a result of the change in membership of the Collaborative.
- D. Upon a majority vote of the Board, the Collaborative Agreement will be amended to withdraw the exiting Member District. The Collaborative Agreement shall be amended consistent with Article XII of this Agreement. The withdrawal is not in effect until and unless the Member Districts and the Board of Elementary and Secondary Education have approved the withdrawal by April 30<sup>th</sup> of the fiscal year in which the withdrawal is to occur.
- E. Upon withdrawal from the Collaborative, a former Member District shall not be entitled to any assets or a portion of any assets of the SEEM Collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Board.
- F. The withdrawing School Committee must fulfill all of its financial obligations and commitments to the Collaborative.
- G. Consistent with section IX.G.6 a School Committee that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its pro-rata share of any debts, claims, demands, or judgments against the Collaborative, incurred during said School Committee's membership.
- H. The withdrawing School Committee shall still be responsible for outstanding payments due to the Collaborative, and no withdrawing School Committee shall be entitled to a distribution of the Collaborative's assets upon its withdrawal, except that the withdrawing School Committee shall be entitled to the amount initially invested in any real estate that has been purchased by the Collaborative

during the withdrawing School Committee's membership. Monies owed to the withdrawing district will be disbursed as part of the following year's approved budget.

- I. Following the final audit of that fiscal year's financial records, the withdrawing district will be reimbursed any funds that remain on balance at the Collaborative as a result of prepayments to the Collaborative by the Member District for tuition or services under M.G.L. c. 40 § 4E.
- J. 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.
- K. 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 IX.

#### **ARTICLE XI: PROCEDURE FOR ADMITTING NEW MEMBER DISTRICTS**

Any school district, through a vote of its School Committee/Charter School Board may become a member of SEEM Collaborative consistent with the following terms:

- A. At least 180 days prior to the beginning of the new fiscal year, the prospective Member District shall submit to the Chair of the Board and the Executive Director of SEEM Collaborative notification of intent to join the Collaborative and a copy of the School Committee/Charter School Board meeting minutes that indicates a vote of the School 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 vote of the Board, the Collaborative Agreement shall be amended to add the new Member District. The Collaborative Agreement shall be amended consistent with Article XII of this Agreement.
- D. The authorizing votes may provide for the deferral of the admission of a new Member District until July 1 of the subsequent fiscal year.
- E. The admission of a new Member District to SEEM Collaborative shall become effective only after the execution and delivery by the current Member Districts and the applicant School Committee/Charter School board of an amendment to the Collaborative Agreement agreeing to be bound by all the terms and conditions thereof, and approval by the Board of Elementary and Secondary Education.
- F. A School Committee /Charter School Board may be admitted to the Collaborative as of July 1<sup>st</sup> of any fiscal year provided that all required approvals, including that of the Board of Elementary and Secondary Education, are obtained by the preceding April 30<sup>th</sup> of the fiscal year prior to the fiscal year in which the new Member District is to be admitted to the Collaborative.
- G. If all elements of the amendment process have been completed, but approval from the Board of Elementary and Secondary Education is delayed past July 1 of the fiscal year, the Collaborative Board may authorize the pending new Member District to participate in the Collaborative as a non-voting member through a simple majority vote at a public meeting. As a non-voting member awaiting official approval from the Board of Elementary and Secondary Education, the pending new Member District will be entitled to access programs and services offered by the Collaborative at a member rate, but will not be entitled to a vote on the Board until official approval of the Board of Elementary and Secondary Education.

#### **ARTICLE XII: PROCEDURE FOR AMENDING AGREEMENT**

This Agreement may be amended from time to time as the need may be, pursuant to the following procedure:

- A. Any Member School Committee, any member of the Board, or the Executive Director may initiate a proposal for amendment of this Agreement.
- B. The Agreement must be amended upon the admittance of a new Member District and/or withdrawal of a current Member District.
- C. The proposed amendment shall be presented in writing to the Secretary (Executive Director) of the Board no less than ten (10) days prior to a meeting of the Board at which it shall first be read.
- D. The proposed amendment shall be read a second time at the regular meeting next subsequent to its first majority reading, at which time it may be approved by a majority vote of the Board.
- E. If approved by the Board, the proposed amendment shall then be submitted to the member School Committees. If approved by a majority of Member School Committees, the proposed amendment shall be submitted for approval by the Board of Elementary and Secondary Education, after which approval, the proposed amendment shall become effective.
- F. In the event that the Collaborative receives notice of intent to revoke approval of its Agreement from the Commissioner of the Department of Elementary and Secondary Education, the Board shall immediately begin planning for termination of the Collaborative by following the terms of Article IX and by providing notice to Member Districts and non-Member Districts.

**ARTICLE XIII: NON-DISCRIMINATION PRACTICES**

The Collaborative does not discriminate on the basis of race, sex, color, religion, sexual orientation, gender identity, age, disability and national or ethnic origin in the administration of its educational policies, administrative policies, scholarship or loan programs, athletic and other school administered programs or in employment. The Board's policy of nondiscrimination will extend to students, staff, the general public, and individuals with whom it does business.

This Agreement shall take effect as soon as it is approved by the Members Districts and the Board of Elementary and Secondary Education. The Agreement is authorized by a vote of each of the Member Districts and signed by the Chairperson of each Member District School Committee.

CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF LYNNFIELD

\_\_\_\_\_ Date: \_\_\_\_\_

CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF NORTH READING

\_\_\_\_\_ Date: \_\_\_\_\_

CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF READING

\_\_\_\_\_ Date: \_\_\_\_\_

CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF STONEHAM

\_\_\_\_\_ Date: \_\_\_\_\_

*Signatures attached*



CHAIRPERSON – SCHOOL COMMITTEE FOR THE CITY OF MELROSE

\_\_\_\_\_ Date: \_\_\_\_\_

CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF SAUGUS

\_\_\_\_\_ Date: \_\_\_\_\_

CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF WAKEFIELD

\_\_\_\_\_ Date: \_\_\_\_\_

CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF WILMINGTON

\_\_\_\_\_ Date: \_\_\_\_\_

CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF WINCHESTER

\_\_\_\_\_ Date: \_\_\_\_\_

CHAIRPERSON – SCHOOL COMMITTEE FOR THE CITY OF WOBURN

\_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Elementary and Secondary Education:

\_\_\_\_\_ DATE

COMMISSIONER of Elementary and Secondary Education

**SEEM Collaborative Agreement ~ Signature Page**

Approved by the Board of Elementary and Secondary Education:

---

COMMISSIONER of Elementary and Secondary Education

DATE

**SEEM** Collaborative

92 Montvale Avenue, Suite 3500, Stoneham, MA 02180 ~ p. 781-279-1361 ~ f. 781-279-0292 [www.seemcollaborative.org](http://www.seemcollaborative.org)

SEEM Collaborative Agreement ~ Signature Page

CHAIRPERSON - SCHOOL COMMITTEE FOR THE TOWN OF LYNNFIELD

Chris L. Zyunt Date: 2/10/2015  
Lynnfield Public Schools

This agreement has been reviewed and approved by duly authorized vote at a public meeting held by the school committee.

*Chris J. Gant*

Chairperson of Member District

*2/10/2015*

Date

Lynnfield Public Schools

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SEEM Collaborative Agreement ~ Signature Page

CHAIRPERSON - SCHOOL COMMITTEE FOR THE CITY OF MELROSE

Krishna Durgam

Date:

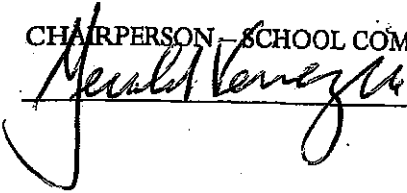
1/14/15

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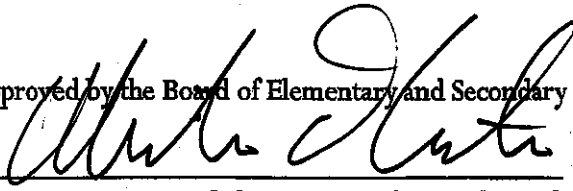
CHAIRPERSON - SCHOOL COMMITTEE FOR THE TOWN OF NORTH READING



Date: 1-12-15

**SEEM Collaborative Agreement ~ Signature Page**

Approved by the Board of Elementary and Secondary Education:

      5-28-15  
COMMISSIONER of Elementary and Secondary Education      DATE

SEEM Collaborative Agreement ~ Signature Page

CHAIRPERSON - SCHOOL COMMITTEE FOR THE TOWN OF LYNNFIELD

Chris L. Zygmunt Date: 2/10/2015

Lynnfield Public Schools



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SEEM Collaborative Agreement ~ Signature Page

CHAIRPERSON – SCHOOL COMMITTEE FOR THE CITY OF MELROSE

Kristin O'Leary

Date: 1/14/15

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CHAIRPERSON - SCHOOL COMMITTEE FOR THE TOWN OF NORTH READING

*Merald Venezia*

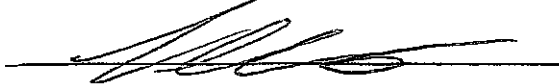
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SEEM Collaborative Agreement ~ Signature Page

CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF READING

 Date: 12-15-14

**SEEM** Collaborative

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**SEEM Collaborative Agreement ~ Signature Page**

**CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF SAUGUS**

Wendell Reed Date: 4-9-15

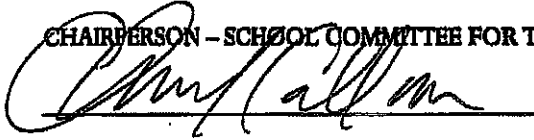
SEEM Collaborative Agreement ~ Signature Page

CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF STONEHAM

*Shane S. Craig* Date: *1/8/15*

SEEM Collaborative Agreement ~ Signature Page

CHAIRPERSON - SCHOOL COMMITTEE FOR THE TOWN OF WAKEFIELD



Paul Fallon

Date: 1-13-15

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CHAIRPERSON – SCHOOL COMMITTEE FOR THE TOWN OF WILMINGTON

Margaret A. Kane

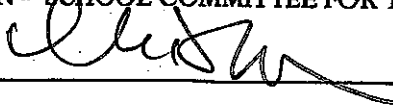
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SEEM Collaborative Agreement ~ Signature Page

CHAIRPERSON - SCHOOL COMMITTEE FOR THE TOWN OF WINCHESTER

A handwritten signature in cursive script, appearing to read "John W. [unclear]", written over a horizontal line.

Date:

1/13/15



SEEM Collaborative Agreement ~ Signature Page

CHAIRPERSON – SCHOOL COMMITTEE FOR THE CITY OF WOBURN

*John M. Welch*

Date: 3/12/15