AGREEMENT OF THE COLLABORATIVE FOR EDUCATIONAL SERVICES  
(Formerly known as HAMPSHIRE EDUCATIONAL COLLABORATIVE)

PREAMBLE/AUTHORIZATION

A. Authority. Pursuant to M.G.L. c. 40, § 4E, this Collaborative Agreement (hereinafter the Agreement) is entered into by and among the following school committees in order to form an educational collaborative, known as the Collaborative for Educational Services (hereinafter the Collaborative or CES): a) the founding school committees of Amherst, Amherst/Pelham Regional, Belchertown, Chesterfield-Goshen Regional, Easthampton, Hadley, Hampshire Regional, Hatfield, Northampton, Pelham, South Hadley, Southampton, Ware, and Williamsburg, known as the founding members; and b) the non-founding school committees of Conway, Deerfield, Erving, Franklin County Technical School, Frontier Regional, Gill-Montague Regional, Gateway Regional, Granby, Greenfield, Hawlemont Regional, Leverett, Mohawk Trail Regional, New Salem/Wendell, Orange, Pioneer Valley Regional, R.C. Mahar Regional, Rowe, Shutesbury, Smith Vocational and Agricultural High School, Sunderland, Westhampton, Whately and Worthington, known as non-founding members.

This Agreement shall become effective on July 1, 2020 and upon the two-thirds majority approval of the member school committees, member charter school boards (if applicable), and the approval of the Board of Elementary and Secondary Education, as indicated on the signatory page.

B. Name. The Collaborative or CES was formerly known as the Hampshire Educational Collaborative.

The name “Collaborative for Educational Services” was adopted in 2009 following the admission into the Collaborative of all of the school districts in Franklin County. Documents, such as mortgages, leases, contracts with various state agencies, grants from state and federal agencies and similar legal documents generated at the time that the Collaborative was known as “Hampshire Educational Collaborative” may continue to use the name of Hampshire Educational Collaborative and need not be amended to reflect the change in name, but will continue to be binding on, and enforceable against, the Collaborative. Supplements, amendments and/or changes to such documents need not reflect the change in the name of the Collaborative, but will continue to be binding on, and enforceable against, the Collaborative.

SECTION I: Membership

The school committees who have entered into this Agreement are considered members; members shall also include any other school committee and/or charter board of directors which have become members through the process identified in this Agreement. Members are either founding members or non-founding members (with members listed above in the Authority section) and, unless otherwise specified, all will be referred to as members in this document.
Each member shall appoint an individual to serve on the Collaborative Board of Directors (hereinafter the Board). Such individuals shall be referred to as representatives.

**SECTION II: Mission, Purpose, Focus, Objectives**

CES’ mission and purpose is to develop and foster educational excellence and opportunity for all learners through collaboration and leadership. The organization enhances learning, builds capacity and supports school districts, state agencies, cities and towns and others by providing exemplary programs, sharing effective practices, and identifying and developing resources. In carrying out this mission, CES shall have the following focus and objectives:

1. examine, develop and provide cost-effective quality services and programs for low incidence populations, particularly those most at risk of school failure as permitted by applicable laws and regulations related to educational collaboratives;

2. examine, develop and provide staff development and other training opportunities for educators, including teaching staff, support personnel, administrators, early childhood providers, parents and community;

3. explore, develop and provide other programs and services that will from time to time meet the assessed needs of school districts, member communities, state agencies, and others, as permitted by applicable laws and regulations related to educational collaboratives; and

4. take a leadership role, to the extent permitted by applicable law, in building and maintaining the support of local, state and federal legislative bodies, state and federal agencies, national organizations, institutions of higher education, and non-profit agencies and foundations for the work of educational collaboratives in Massachusetts.

**SECTION III. Programs and Services**

Programs and services offered by the Collaborative are grounded in the belief that everyone is a learner, and that with the right support every learner can find success. CES is committed to reaching and educating all young people, and in working with educators to help students learn and succeed.

To meet that belief structure, CES works with schools, families, local and state agencies early childhood providers, children, youth and adult learners throughout communities in the Pioneer Valley, western Massachusetts, and throughout the Commonwealth to create and improve educational opportunities both in and out of the classroom. CES partners with its members, as well as other local school districts, local schools and charter schools to help them assess their instructional programs and create new ways to improve instruction, student learning and achievement. CES trains teachers who are seeking licensure in order to gain entry into the teaching field as well as teachers, administrators and educational leaders who want to increase their skills and opportunities by gaining an additional license, approved by the appropriate state agency, or developing their skills and expertise. The Collaborative partners with local, state, and national agencies to bring current exemplary and innovative programming to students and educators across the Commonwealth.
The following types of programs and services are designed and currently offered by the Collaborative (the Board may approve additional programs/services to the extent permitted by law):

a. providing high-quality education services for students with special needs;

b. assisting schools and educators in providing high quality education for students from diverse backgrounds and who are English language learners;

c. bringing high quality professional development and licensure programs to all educators;

d. working with communities to build their capacity to support learners of all ages through high quality early childhood education and care, after school programs, alternative education programs, community coalitions, and academic and vocational opportunities for adolescents and young adults;

e. working with young people in institutional settings through our state-wide programs with the Department of Youth Services (DYS) and Special Education in Institutional Settings (SEIS);

f. working in partnership with the Departments of Elementary and Secondary Education, Youth Services, and Early Education and Care to implement State and Federal Laws and Regulations;

g. working to address gaps in programs and services with high quality, research-based, and collaborative solutions to ensure that every child has the opportunity to achieve his or her full potential in light of the ever-changing state and federal mandates and the educational needs of children, their families, educators, schools, and community;

h. addressing the emotional and social development needs of children and youth so that they are available for learning and can succeed in school, and consequently, in life; and

i. directing initiatives in Early Childhood, Special Education, After School Programs, Alternative Education Programs, Professional Development, Curriculum and Instruction, Educator Licensure, Instructional Technology and Digital Learning, MCAS and GED preparation, and the education of vulnerable youth.

SECTION IV. Governance

Governance of the Collaborative is vested in the Board composed of one representative appointed by each member. A representative must be a member of a school committee or a member of a charter school board of directors. The Commissioner shall appoint an individual to serve as a liaison from the Department of Elementary and Secondary Education to the Board. The Board shall appoint an Executive Director who shall serve under the general direction of the Board and shall be responsible for managing and supervising the Collaborative. The Board shall also appoint a business manager to oversee the Collaborative finances, and a treasurer, who shall receive and disburse all money belonging to the Collaborative without further appropriation and who shall annually give bond consistent with the requirements of M.G.L. c. 40, §4E. In addition, the Executive Director, business manager, and treasurer cannot be representatives on the Board.
A. **Selection.** A written notice of the appointment of a representative by a member shall be submitted to the Collaborative immediately following the vote by the member.

B. **Vacancies.** The Board shall send a written notice of vacancy on the Board to the appropriate member. It shall be the responsibility of the member to fill the vacancy.

If a member does not appoint a representative to the Board, or if a member’s representative resigns, or if a member’s representative misses three (3) consecutive meetings in a fiscal year, the position will be considered vacant. The member will be given two notifications by the Board Chairperson; one notification will be given after the member fails to have representation at two consecutive Board meetings and the second notification will occur after the member fails to have representation at a third meeting. The second notification to the Chairperson of the non-represented member will ask the member to appoint a new representative. If the member fails to appoint a representative to the next scheduled Board meeting, the member will be considered inactive and will not be counted in the quorum; further, the member will be charged the non-member rate for any programs and services used by the member. The inactive member will continue to be liable to the Collaborative for its pro rata share (as defined in Section X.A) of any debts, claims, demands, or judgments against the Collaborative incurred during their active membership. If a member appoints a new representative to fill the vacant position during the year, and that representative attends a Board meeting, the member shall be fully reinstated as an active member at the time of that Board meeting; the representative will be counted in the quorum, and the member will be charged the member rate for any programs and services used by the member after the Board meeting at which the member has been fully reinstated.

C. **Enlargement of Board.** The number of representatives on the Board shall be identical at all times with the number of members plus the Commissioner’s appointed liaison, minus the number of inactive members, as defined in Section IV.B above and Section X.B.

D. **Tenure.** Representatives on the Board are appointed by members annually and shall hold office for the appointed year until and unless a member notifies the Board that a new representative has been appointed by the member. Any representative on the Board may resign by delivering his/her written resignation to his/her respective school committee or charter school board and the Collaborative at its principal office. If a representative resigns, the position will be considered vacant until a replacement representative is appointed. Penalties for lack of representation will not go into effect until such member has been without representation at three consecutive meetings (please see Section IV.B Vacancies, above).

E. **Meetings of the Board of Directors**

1. **Regular Meetings.** Regular meetings of the Board may be held at such times and places as shall from time to time be fixed by resolution of the Board, and notice shall be given of regular meetings held at times and places so fixed as required by M.G.L. c. 30A, sects. 18-25. The Board will hold a minimum of six (6) meetings each fiscal year.
2. **Special Meetings**: Special meetings of the Board may be called by the Chairperson or by the Vice-Chairperson, and shall be held at the place designated in the call hereof and notice shall be given as required by M.G.L. c. 30A, sects. 18-25.

**F. Officers**

1. **Enumeration.** The officers of the Collaborative shall be an elected Chairperson and Vice-Chairperson.

2. **Qualifications.** The Chairperson and Vice-Chairperson shall be members of the Board.

3. **Election and Term of Office.** All officers shall be elected annually by the Board at its first meeting in the fiscal year. Officers may succeed themselves.

4. **Tenure.** Officers shall hold office until the Board’s first meeting of the following fiscal year. Any officer may resign by delivering his written resignation to the Collaborative at its principal office or to the Chairperson or Executive Director and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or other event.

5. **Removal.** The Board may remove any officer with or without cause by a vote of a two-thirds majority of the representatives on the Board then in office, provided that an officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board prior to action thereon.

6. **Chairperson.** The Chairperson when present shall preside at all meetings of the Board. It shall be his/her duty, and he/she shall have the power, to see that all orders and resolutions of the Board are carried into effect. The Chairperson, as soon as reasonably possible after the close of each fiscal year, shall submit to the Board a report of the operations of the Collaborative for such year and a statement of its affairs and shall from time to time report to the Board on all matters within his/her knowledge which the interests of the Collaborative may require to be brought to its notice. The Chairperson shall perform such duties and have such powers additional to the foregoing as the Board shall designate that are permitted by applicable laws and regulations related to educational collaboratives.

7. **Vice-Chairperson.** The Vice-Chairperson shall be from a school district in a county different than that of the Chairperson. In the absence or disability of the Chairperson, his/her powers and duties shall be performed by the Vice-Chairperson. The Vice-Chairperson shall have other powers and perform such other duties as the Board shall from time to time designate, as permitted by applicable laws and regulations related to educational collaboratives.

**G. Other Appointees**

1. **Secretary/Clerk.** The Board may appoint the Executive Director to be the Secretary/Clerk of the Board. The Executive Director is not a voting member of the Board. To the extent allowed under the law, the Board may grant the Executive Director the authority to apply
for and submit proposals for state, federal, private, and foundation grants and contracts. The Board may also grant the Executive Director the authority to sign grants and contracts after the Board has voted to accept said grant or contract, if awarded.

2. **Treasurer.** The Treasurer shall be hired by the Board and shall serve for one (1) year at the pleasure of the Board. The Treasurer shall be compensated by the Board at a rate approved by the Board, and shall be bonded in the amount recommended by the Commissioner of Revenue. No member of the Board or a current Collaborative employee shall be eligible to serve concurrently as Treasurer of the Collaborative.

The Treasurer may, subject to the direction of the Board, receive and disburse all money belonging to the Collaborative without further appropriation. The treasurer may make appropriate investments of the money of the Collaborative consistent with Section 55B of Chapter 44.

### SECTION V. Conditions of Membership

A. **Voting.** Each representative on the Board shall have one vote. A majority of the active representatives on the Board shall constitute a quorum and must be present in order for a vote to be taken. An active representative is one who has not missed three (3) consecutive Board meetings in a fiscal year, as detailed in Section IV.B, or who is not on a leave of absence, as detailed in Section X.B.

A majority of the representatives present at a Board meeting shall determine any question, except that recommended changes in the provisions of this Agreement shall require a two-thirds vote of those representatives present, as provided in Section VIII of this Agreement. In addition, in the event of the termination of this Agreement (Section XI), any decision pertaining to the meeting of liabilities and the appropriate disposition of all assets, as defined in Section XI.C.6 and Section XI.C.7, shall be determined by a two-thirds vote of those representatives present.

Changes in the terms of this Agreement also require approval by the members and approval of the Board of Elementary and Secondary Education.

B. **Membership dues.** A member shall pay an annual assessment, in accordance with Section VII.C.5 and known as membership dues, which is determined annually by the Board as part of the budget process.

C. **Key responsibilities of the representatives.** Each representative shall be responsible for participating in Board meetings and fulfilling all responsibilities delineated in this Agreement and under M.G.L. c.40, § 4E and 603 C.M.R. 50.00.

Representatives shall also have responsibility for providing information to their local school committees or charter school boards after each meeting (under M.G.L. c.40, § 4E).
In addition, representatives are required to attend and/or participate in training established by the Department of Elementary and Secondary Education (hereinafter the Department) under M.G.L. c.40, §4E (c) and 603 C.M.R. 50.05.

SECTION VI. Powers and Duties of the Board

A. Oversight, Management, and Accountability. The Board shall operate and manage the Collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability. It is the function of the Board to formulate policy and ensure compliance with applicable state and federal laws and regulations.

B. Adherence to Collaborative Agreement. The Board shall be responsible for ensuring adherence to this Collaborative Agreement and progress toward achieving the purposes and objectives set forth in the Agreement.

C. Determination of Cost-Effectiveness. The Board shall be responsible for determining cost-effectiveness of programs and services offered by the Collaborative.

D. Entering into Agreements. The Board shall be vested with the authority to enter into agreements with members, non-member school districts and charter school boards, state agencies, federal agencies, foundations, or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.

E. Borrowing, Loans and Mortgages. The Board may borrow money, enter into long-term or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purpose for which the Collaborative is established, provided, however, that the Board has determined that any borrowing, loan or mortgage is consistent with the written terms of the Collaborative and subject to the following procedures:

1. Borrowing, Loans, and Mortgages:
   a. all borrowing, loans, and mortgages shall be discussed at a public meeting of the Board;
   b. the Board shall discuss options related to borrowing, loans, and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application;
   c. the Board shall determine, at a public meeting, through a majority vote, that the terms related to borrowing, loans, and mortgages are cost-effective and are the most favorable available at the time of 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. Borrowing, loans or mortgages 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 Board at which the final vote
     is taken;
  b. the Board shall provide notice to each member within (30) calendar days of
     applying for real estate mortgages; and
  c. the Board shall approve such action by a majority vote.

F. **Policy Development.** The Board shall develop such policies as it deems necessary to
   support the operation of the Collaborative, including, but not limited to, policies relative to
   personnel, students, finance and internal controls, health and nursing, and any other policies
   required by state or federal law and regulation. The Board shall review the effectiveness of
   such policies to ensure currency and appropriateness, and may establish a subcommittee to
   make recommendations to the Board concerning such policies.

G. **Required Reports, Audits, and Documents.** The Board shall ensure that the Collaborative
   completes and files an annual report and an annual independent audit, as well as such other
   student, program, financial and staffing information, reports or documents as the
   Department deems necessary. The Board shall approve the annual reports and annual
   independent audits and ensure these documents are filed with appropriate governmental
   agencies and posted on the Collaborative’s website, consistent with the requirements of
   M.G.L. c. 40, § 4E and 603 CMR 50.00.

H. **Provision of Information Required by Law and Regulation.** The Board shall establish a
   process to provide to members, students, parents/guardians, the Board of Elementary and
   Secondary Education, and the public all information required by law and regulation.

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**SECTION VII. Finance**

A. **Fiscal Year.** The fiscal year of the Collaborative shall be July 1 to June 30 of the next calendar
   year.

B. **CES Fund.** The Board shall establish and manage a fund to be known as the CES Fund. All
   monies received from members, non-member school districts, and individuals, as well as all
   grants, gifts and/or contracts from the federal government, state government, charitable
   foundations, private corporations, or any other source, will be paid to Board and deposited in the
   aforesaid fund.

C. **Annual Budget.** The Board shall annually determine the Collaborative budget consistent with
   the timelines, terms, and requirements of M.G.L. Ch. 40, § 4E. and be subject to the following
   procedures:

   1. The Collaborative’s budget shall include all planned financial activity.

   2. All financial activity for the operation of the Collaborative shall be considered general fund
activity with the exception of activities relative to grants, gifts or contracts. Local funding is considered as general funds. 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.

3. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments and deposits to capital reserve. The general fund budget shall be classified into such line items as the Board shall determine.

4. The general fund budget shall delineate the membership dues, tuition rates and fees-for-service to be paid by the members and non-member districts.

5. The member’s annual assessment (membership dues) is based upon applicable budgeted administrative costs of the Collaborative and shall be apportioned pro rata among members on the basis of the total student enrollment in the member school districts or member charter schools as of October 1 of the preceding fiscal year. Notwithstanding this policy, the Board may, at its discretion and at a legally constituted meeting, establish a maximum and minimum allocation by a majority vote.

6. The charges for tuition based programs provided by the Collaborative shall be assessed to member school districts based upon the budgeted Collaborative costs to run the tuition program. The budgeted costs to run the tuition program will include all direct costs associated with the tuition program including, but not limited to staffing, materials, supplies and space, plus agency wide indirect costs which will contain budgeted capital expenses. Once the total budgeted costs of any tuition program have been established, it will be divided by the anticipated attendance. This will establish the tuition rate for member school districts.

A surcharge of not more than twenty-five (25) percent for non-member districts will be added to the member tuition rate for the purpose of offsetting the added costs related to serving non-members. The surcharge percent will be established and approved by the Board during the annual budgeting process.

These tuition rates will then be charged to the member and non-member districts choosing to enroll in the tuition based program.

7. Fee-for-service (non-tuition) programs and services provided by the Collaborative shall be assessed to members school districts and/or individuals based upon the budgeted Collaborative costs to run the program or service. The budgeted costs to run the program or service will include all direct costs associated with the program or service including, but not limited to staffing, materials, supplies and space, plus agency-wide indirect costs which will contain budgeted capital expenses. Once the total budgeted costs of any program or service have been established it will be divided by the anticipated attendance or charged in total to the contracting school district. This will establish the program or service rate for member school districts and/or individuals.

Approved for membership by CES Board of Directors on March 27, 2019 Gateway Regional; May 29, 2019 Worthington
Amended Agreement approved by CES Board of Directors: Sept. 27, 2019
Approved by 2/3 membership: Jan. 27, 2020
Final approval by Commissioner of Education: April 30, 2020
Effective July 1, 2020
A surcharge of not more than twenty-five (25) percent for non-member districts will be added to the fee-for-service member rate for the purpose of offsetting the added costs related to serving non-members. The surcharge percent for each year will be established and approved by the Board during the annual budgeting process.

These rates will then be charged to the member and non-member districts and individuals choosing to purchase the program/service.

Any federal, state or foundation grant or contract obtained by CES for the use of providing programs or services will be applied against the cost of providing these programs and services to reduce or eliminate charges and/or fees. Oftentimes, the grants or contracts allow for no cost programs and therefore are offered at no cost to members and non-members alike.

8. Services provided by the Collaborative through state and federal contracts shall be charged budgeted costs plus certified indirect cost rates. The indirect reimbursement received from state and federal contracts shall be used to offset the Collaborative administrative and overhead costs used in calculating member and non-member charges.

9. Summer tuitions and specific program expenses are presented to and approved by the Board prior to the summer programs and, once approved, are incorporated into the next fiscal year’s proposed budget.

10. The proposed budget, which shall include all planned financial activity for the year, including the summer tuition and expense budget described above in #9, shall be discussed at a public meeting of the Board in May and notice shall be provided to each member ten (10) working days before the date of the Board meeting at which the proposed budget will be discussed.

11. The Board shall adopt the final budget by an affirmative majority vote at a subsequent meeting no earlier than ten (10) days after the Board meeting at which the Collaborative budget was first proposed but no later than June 30 of the preceding year.

12. The Treasurer shall certify and transmit the budget and related tuition rates, membership dues and fees for services for the upcoming fiscal year to each member not later than June 30 of the preceding fiscal year.

D. Payment Terms.

1. Membership dues shall be paid by members annually and are to be invoiced in July of each year. Payments are due within (30) days of the issuance of said invoices.

2. Invoices for tuition shall be sent to members and non-members during each month of enrollment. Payments are due within (30) days of the issuance of said invoices.

3. Invoices for fees-for-service shall be dated and sent to members and non-members per
purchase agreements or upon delivery of services. Payments are due within thirty (30) days of the issuance of said invoices.

E. Amendments to the Budget.

1. Amendments to the budget, if necessary, will be made at a public meeting of the Board and must be approved by a majority vote of the Board to take effect. If the budget amendment results in increases in tuitions, dues, or fee-for-services, the following procedures shall be adhered to:

   a. All representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their members the content of the proposed amendment.

   b. All amendments shall be voted on by the Board at a second public meeting of the Board no earlier than thirty (30) working days after the Board meeting at which the amendment was first proposed; adoption shall require a majority vote.

   c. The treasurer shall certify and transmit the amended tuition rates, membership dues and fees-for-service to each member not later than ten (10) working days following the affirmative vote of the Board.

F. Capital Reserve Fund. The 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 and subject to the following procedures:

1. A capital plan must be developed and approved by the Board.

2. Two-thirds (2/3) of the members must approve the establishment of the capital reserve fund and the request for approval must state the reason for the reserve and a limit on the balance that may be held in the reserve.

3. The establishment of a capital plan and a capital reserve fund shall be approved outside of the collaborative agreement process.

4. Deposits into the capital reserve fund shall be proposed and approved through the annual budget process.

5. Expenditures from the capital reserve fund must be authorized by the Board and may be used only for the project or purpose for which the account was established.

6. In the event that the purpose for which the capital reserve fund was created requires modification, the Board must revise its capital plan and provide notice to all members. If a member 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 members is required to revise the capital plan.
G. **Surplus Funds.** As defined in 603 CMR 50.00, unexpended general funds at the end of the fiscal year plus any previous year’s surplus funds, as determined through the financial statements, will be considered cumulative surplus.

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

2. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 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 members or credited to support programs and services offered to members.

5. In the event an amount is to be refunded or credited to the members, each member’s share will be apportioned in accordance to its membership dues, as noted in Section VII. C.5, paid to the Collaborative for the previous fiscal year.

**SECTION VIII. Amendment of Agreement**

This Agreement may be amended at any time. An amendment may be proposed through a written notice to the Board provided by any member or representative or by the Executive Director. Amendments must be passed by the affirmative vote of two-thirds of those representatives present at the meeting in which the vote is taken. Such amendments, as so voted, shall be mailed to each member no later than ninety (90) days preceding the end of the fiscal year, and shall become effective on the first day of the fiscal year following the approval of the amended Agreement by two-thirds of the members and the Board of Elementary and Secondary Education. Any admission of a new member or withdrawal of an existing member requires an amendment to this Agreement which must be approved by a two-thirds vote of the Board and approved by two-thirds of the members. No amendment to this Agreement will be valid until approved by the Board of Elementary and Secondary Education in accordance with M.G.L. C. 40, § 4E of the Massachusetts General Laws, as most recently amended.

**SECTION IX. Admission of New Members**

Membership shall be available to all school committees and charter school boards in Massachusetts. Application for new membership shall be in the form of a vote at a legally
constituted meeting of the applying school committee or charter school board of directors to adopt and sign the “Agreement of the Collaborative for Educational Services.” A school committee or charter school board approved for membership subsequent to June 30, 2009 shall be designated as a non-founding member. The approved application from the applying school committee or charter school board of directors will be submitted to the Board. Upon a two-thirds approval of the Board, an amendment shall be prepared as outlined in Section VIII. Once an amendment to the Agreement (as outlined in Section VIII) is accepted by two-thirds of the members, and by the Board of Elementary and Secondary Education, the applicant school committee or charter school board of directors will become full, non-founding members. Membership of any such new member shall begin at the start of the new fiscal year provided that all requisite approvals for such admission, including that of the Board of Elementary and Secondary Education’s approval, shall be obtained no later than the preceding April 30.

SECTION X. Withdawal from the Collaborative

A. Withdrawal. A member may withdraw from this Agreement and the Collaborative at the end of any fiscal year by a written notice of withdrawal, including a copy of the school committee or charter school board vote, given by the withdrawing member to the Board, at least six (6) months before the end of such fiscal year. An amendment to the Agreement must be approved by a two-thirds vote of the Board, two-thirds of the members, and the Board of Elementary and Secondary Education. So long as the Collaborative exists, a member withdrawing membership shall not be entitled to any of the assets of the Collaborative; rather, all assets shall remain in the Collaborative. If at the time of withdrawal the Collaborative has a deficit fund balance the withdrawing member must pay the Collaborative its pro rata share. The withdrawing member must fulfill all of its financial obligations and commitments to the Collaborative. The withdrawing member 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 member’s membership. The pro rata share is determined by dividing the total student enrollment of the withdrawing member by the sum of the total student enrollment of all members; the enrollment figures will be based on the numbers of students at the end of the fiscal year of withdrawal. If a founding member withdraws and then returns, that member will no longer be considered a founding member.

B. Leave of Absence. A member may request a leave of absence for financial hardship only. Such a member would be considered inactive, consistent with Section IV.B of this Agreement. Such request must be made by written notice to the Board, at least six months before the end of a fiscal year. Said leave of absence shall be voted on annually by the Board and shall be granted for no more than two years. Members who are granted a leave of absence will not pay dues to the Collaborative and will be charged non-member rates for any services they use during the year(s) they are on a leave of absence. In addition, as an inactive member, said inactive member 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 their membership, as defined in Section X.A.

SECTION XI. Termination of the Collaborative Agreement
A. The Collaborative shall be in existence so long as it has a minimum of two (2) founding members of which no more than one (1) member may be from each regionalized school system. The Collaborative shall be deemed to be dissolved when founding membership is fewer than two (2). At the time of such dissolution, all remaining members will be notified in writing five months prior to the close of the fiscal year that the Collaborative will cease to function by June 30 or such other date as the Board may determine to be the effective date.

B. Notwithstanding the above, a vote of dissolution may be taken by the members of the Collaborative. Such a vote becomes valid if all members of the Collaborative approve dissolution.

C. Prior to dissolution of the Collaborative, 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 responsible for maintaining all fiscal records.
   4. Identify the member responsible for maintaining employee and program records.
   5. Ensure the confidential return of records related to individual students to the sending members or 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 members.
   7. Provide for a final fiscal audit and 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 members on a pro rata basis. Pro rata basis will be determined by the members’ percentage of fiscal participation from the base year FY 1974 through the date of the termination of the Collaborative Agreement.
   8. Should the Department revoke and/or suspend the approval of the Collaborative Agreement, the Board will follow all instructions from the Department, and Section XI shall be implemented to the extent these procedures are consistent with the order of the Department revoking or suspending the Collaborative Agreement.

**Section XII. Effective Date of This Agreement**

This Agreement will take effect on July 1, 2020 following all required votes of approval as listed on the signature pages of this document and the Commissioner on behalf of the Massachusetts Board of Elementary and Secondary Education, no later than April 30, 2020.
The School Districts of Gateway Regional and Worthington, upon application and approval by the CES Board of Directors, and the subsequent approval of this Amended Agreement by two-thirds of the CES Board of Directors, two-thirds of the member School Committees, and final approval of the Board of Elementary and Secondary Education, are admitted as full members of the Collaborative.

Date of approval of this Amended Agreement by CES Board of Directors: **Sept. 27, 2019**

Date of completion of approvals by 2/3 member School Committees: **January 27, 2020**

Date of final approval by Commissioner Riley, MA Department of Elementary and Secondary Education: **April 30, 2020**

**Effective: July 1, 2020**