



## NORTH RIVER COLLABORATIVE AGREEMENT

### SECTION I: PREAMBLE

This agreement, replaces the Collaborative Agreement dated July 1, 2017, entered into by and between the school committees of Abington, Holbrook, Stoughton, Avon, Bridgewater-Raynham Regional, East Bridgewater, Hanover, Rockland, West Bridgewater and Whitman-Hanson Regional (hereinafter the Members or Member Districts), acting for and on behalf of their town or regional school districts under the name of “North River Collaborative” (hereinafter the Collaborative). This Collaborative Agreement (hereinafter the Agreement) shall not be effective until approved by the member school committees and the Massachusetts Board of Elementary and Secondary Education.

In consideration of the mutual promises and agreements contained herein, it is hereby agreed as follows:

### II. THE MISSION, OBJECTIVES, FOCUS AND PURPOSE OF THE COLLABORATIVE

- A. The mission of North River Collaborative is to cooperatively develop and deliver quality and cost-effective programs and services for students, school districts, and partner organizations as permitted by law, and communities.
- B. The overall objectives of North River Collaborative include:
  - 1. to provide programs for students with low-incidence disabilities in the least restrictive environment;
  - 2. to offer a variety of quality professional development opportunities to general and special education teachers, administrators, and related service providers;
  - 3. to provide programs and services in a cost-effective manner;
  - 4. to explore and pursue grant and other funding to support identified needs of the districts; and
  - 5. to offer cooperative programs and/or services to help districts maximize cost efficiency and program effectiveness through a collaborative effort.
- C. The focus of North River Collaborative:
  - 1. programs and services for students with special needs;
  - 2. providing 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;
  - 8. Municipal Medicaid reimbursement; and
  - 9. cooperative planning and delivery of services to meet the needs of districts.
- D. The purpose of the Collaborative is to provide intensive educational 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.

Notwithstanding any other provisions of these articles, the Collaborative is organized exclusively for educational purposes as specified in 501(c)(3) of the Internal Revenue Code of 1954 and shall not carry on any activities not permitted by an entity exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954.

No substantial part of the activities of the Collaborative shall be carrying on propaganda, or, otherwise attempting to influence legislation, and the Collaborative shall not participate in or intervene in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

### III. PROGRAMS AND SERVICES

The Collaborative will offer programs and services; that shall complement the educational programs and services of the member districts in a cost-effective manner.

- A. Day School Placements and Other Services for Students with Disabilities
- B. Alternative School Programs for At-risk Students
- C. Community-Based Vocational Services
- D. Behavior Consultation and Education Services
- E. Therapy Services
- F. Vision Services
- G. Social Work Internship Program
- H. Teachers of English Language Learners (ELL)
- I. Family Services
- J. Professional Development
- K. Collaborative Grant Applications
- L. Municipal Medicaid Reimbursement
- M. Transportation Services
- N. General Education Supports and Services
- O. Clinical Evaluations

The programs/services listed above are not all-inclusive; the Board, acting at the request of the Executive Director and/or Members 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 Members, and are not inconsistent with M.G.L. c. 40, sect. 4E and 603 CMR sect. 50.00, et. seq., as amended from time to time.

### IV. GOVERNANCE

Each Member District shall appoint annually its superintendent of schools to form a Board to be known as the North River Collaborative Board of Directors (hereinafter referred to as the Board). The term of each Board member (hereinafter referred to as Board member or appointed representative) so appointed shall terminate on June 30 of each year, provided that any person so appointed shall be qualified to serve for such further time until said person's successor is appointed. If a vacancy occurs among the appointed representatives of the Board, the Member District for which said vacancy has occurred shall appoint a successor to serve for the remainder of the term of said vacancy by an alternative appointment from the Member District School Committee. The alternate representative will complete the superintendent's term until the end of the fiscal year, at which time the School Committee shall appoint its superintendent of schools to the Collaborative Board. Additionally, the Commissioner of Elementary and Secondary Education shall appoint an individual to serve as a liaison to the Board consistent with M.G.L. c. 40, § 4E.

The Board is vested with all authority given it by Chapter 40, section 4E of the General Laws, and all acts amendatory or supplementary thereof, and may take any necessary action to oversee the operation of the Collaborative consistent with G.L. c. 40, §4E and this Agreement, including but not limited to the following:

- A. The Board shall meet at least six times annually, and at such other times as is deemed necessary. A simple majority of the appointed representatives will constitute a quorum at any meeting and a majority vote of the quorum or of the full Board shall be necessary to pass any resolution brought before the Board. A quorum is not needed to close the meeting.
- ~~B.~~ The Board shall annually organize itself by electing a chair, vice chair, and secretary by a majority vote of the appointed representatives present.
- C. The chairperson, by vote of the Board, may create such subcommittees or advisory or operating committees of the Board as will facilitate the work of the Board.
- D. Collaborative Board members and employees shall be public employees subject to M.G.L. c.268A.

V. CONDITIONS OF MEMBERSHIP

- A. Each appointed representative to the Board shall be entitled to one (1) vote.
- B. Each appointed representative shall be an active and engaged voting participant on the Board. The appointed representative shall attend scheduled meetings and fulfill all duties as may be required by M.G.L. c. 40, § 4E, 603 CMR 50, this Agreement, and the Board of Directors.
- C. Each appointed representative is expected to attend every Board meeting. When an appointed representative has missed one-third (1/3) of the meetings within a fiscal year, the chair of the Board shall inform the chair of the appointing member School Committee of the appointed representative's absences. An appointed representative who misses more than one-half (1/2) of the Board meetings within a fiscal year will no longer be considered an appointed representative on the Board. The Board will notify the respective school committee that the seat will remain vacant until such time as the situation is otherwise remedied. When a seat becomes vacant, the Member District shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. These decisions (Board membership and vacancies due to absences from meetings) will be afforded due process rights and may be appealed to the Board of Directors through the Chair.
- D. 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 sect. 50.00, et seq.
  - 1. quarterly information and updates to the school committee or charter school board at an open meeting on 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 of Directors;

7. any additional information as may be requested by a vote of the school committee or charter school board of the Member District.
  8. any additional information as may be required in M.G.L. Ch. 40 Sec. 4E, 603 CMR sect. 50.00, et seq. and any amendments thereto.
- E. Each Member's appointed representative shall complete training approved by the Department, as outlined in 603 CMR 50.05.
  - F. No appointed representative shall serve on the Board, or as an officer or employee, of a related for-profit or non-profit organization.
  - G. No part of the net earnings of the collaborative shall inure to the benefit of any member of the Board, 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 of the Board, trustee, 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 .
  - H. No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting appointed representative, and no Member shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual, unless the Member is replacing the appointed representative with that individual.
  - I. Each Member shall contribute an annual payment including, but not limited to, the membership assessment, as determined by the Board.
  - J. Member Districts shall not delegate the authority to approve collaborative agreements or amendments to the Collaborative Agreement to any other person or entity.

## VI. POWERS AND DUTIES OF THE BOARD

- A. The Board shall be vested with the authority to enter into agreements with Member and non-Member Districts or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
- B. 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.
- C. The Board shall select an Executive Director who shall manage the Collaborative on a day to day basis with responsibilities which include, but are not limited to, supervision of employees, implementation of the Board's policies and such other powers and responsibilities as determined by the Board. The Board shall annually evaluate the Executive Director's performance and effectiveness.
- D. The Executive Director shall notify each appointed representative of the times of Board meetings in advance of such meetings. All Board meetings shall be posted and conducted in accordance with M.G.L. c. 30A, §§ 18-25, (the Open Meeting Law). Minutes of all Board meetings shall be maintained and sent to the appointed representatives of the Board for approval by the full Board at an open meeting. Subsequent to approval, the minutes will be posted on the Collaborative's website.

- E. The Board shall hire a Business Manager or an employee with responsibilities similar to those of a town accountant who shall be subject to M.G.L. c. 41, Sec. 52 and who shall not be eligible to hold the office of Treasurer of the collaborative. The Board will ensure an annual evaluation of such employee's performance and effectiveness.
- F. The Board shall hire or appoint a Treasurer to manage all receipts and disbursements through the education collaborative fund; to make appropriate investments of the money of the collaborative consistent with section 55B of Chapter 44, and to perform such duties as are required by the Board and authorized by M.G.L.c.40, § 4E and the implementing regulations. The Board shall annually evaluate the Treasurer's performance and effectiveness.
- G. The collaborative Board may, subject to Chapter 30B, enter into contracts for the purchase of supplies, materials and services and for the purchase or leasing of land, buildings and equipment as considered necessary by the Board.
- H. The collaborative Board may apply, through an appropriate vote, for state, federal, corporate or foundation grants, and may enter into contracts to obtain the funds necessary to carry out the purpose for which the collaborative was established.
- I. The Board shall ensure that there is segregation of duties between the Executive Director, Treasurer, and Business Manager, and that these employees shall not serve as a member of the collaborative Board or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. Ch. 40 § 4E.
- J. No appointed representative shall serve on the Board or as an officer or employee of a related for-profit or non-profit organization. No employee of the collaborative shall be employed at any related for-profit or non-profit organization.
- K. The Board shall appoint at least one (1) or more registered nurses, and provide each such nurse with the facilities necessary to perform his/her duties and responsibilities as designated in the Board approved job description.
- L. The Board shall be responsible for:
  - 1. Ensuring adherence to this Agreement and progress toward achieving the purposes set forth in this Agreement;
  - 2. Determining the cost effectiveness of programs and services offered by the Collaborative;
  - 3. Ensuring compliance with the provisions of applicable state and federal laws and regulations.
- M. The Board shall ensure that the collaborative shall annually prepare financial statements, including:
  - 1. a statement of net assets (government-wide);
  - 2. a statement of activities (government-wide);
  - 3. a governmental funds balance sheet;
  - 4. a governmental funds statement of revenues, expenditures, and changes in fund balance;
  - 5. a general fund statement of revenues, expenditures and changes in fund balance, budget and actual;
  - 6. a statement of fiduciary net assets;
  - 7. a statement of changes in fiduciary fund net assets; and

8. a capital plan identifying current capital obligations or future planned capital projects.
- N. The Board shall ensure that an independent audit is completed annually, and, upon approval by the Board and no later than January 1 of each year, submit the audit report for the preceding fiscal year to the chair of each member district, the Commissioner and state auditor. The audit report will be made available on the Collaborative's website and will be provided to the public upon request.
  - O. The Board shall establish policies to support the operation of the Collaborative and shall review the effectiveness of such policies to ensure currency and appropriateness. At a minimum, the collaborative Board shall develop and maintain policies relative to personnel, students, finance and internal controls, and health and nursing. The Board may develop by-laws to support the Board's and the Collaborative's internal functioning.
  - P. The Board shall ensure that an annual report for the preceding fiscal year be prepared and approved by the collaborative Board and submitted to the Department of Elementary and Secondary Education no later than January 1 of each year and submit this report to the Commissioner and the chair of each member district.
  - Q. The Board shall establish and maintain an internet website in accordance with M.G.L.c.40, § 4E that shall include at a minimum:
    1. a list of the appointed representatives on the Board;
    2. copies of the minutes of open meetings held by the Board;
    3. a copy of this Agreement and any amendments to this Agreement; and
    4. a copy of the annual report and independent audit required in 603 CMR 50.08.
    5. contact information for key educational collaborative staff members.

## VII. FINANCIAL TERMS

- A. The Board herein agrees to establish and manage the North River Collaborative Fund (hereinafter referred to as the Fund) which shall be depository for all funds and/or reimbursements received from its Members, any non-Members, and all grants or gifts from the federal government, state government, charitable foundations, private corporations, or any other source under the control and management of the Treasurer. The Treasurer shall be authorized, subject to the direction of the Board, to receive and disburse any monies of the Fund without further appropriation. Any of these funds not immediately necessary for operations during the operating year may be invested by the Treasurer, consistent with the provisions and requirements of Section 55B of Chapter 44 of the General Laws and any law amendatory thereof. The Treasurer shall give bond annually for the faithful performance of his duties in a form or an amount approved by the Commonwealth of Massachusetts Department of Revenue and the Board.
- B. The collaborative shall adopt and maintain a financial accounting system, in accordance with generally accepted accounting principles as prescribed by the governmental accounting standards Board and any supplemental requirements prescribed jointly by the commissioner of elementary and secondary education and the commissioner of revenue, in consultation with the state auditor. At a minimum, the financial accounting system shall delineate:
  1. administration and overhead;
  2. rental of real property;
  3. program costs;
  4. capital expenditures, including fixed assets, real property or the improvement of real property;

5. debt payments;
6. deposits into a capital reserve; and
7. all additional disclosures required in 50.08(2).

- C. A program tuition/service fee will be billed on a per pupil or service basis for each collaborative program utilized by the Member as outlined in Section VII (J)(5)(a-e).
- D. In the event of dissolution, all the remaining assets and property of the Collaborative shall, after necessary expenses thereof, be distributed to the Members on a prorated basis based on each Member's percentage of fiscal participation as outlined in Section XI – Termination.
- E. Apportionment and Payment of Costs

1. Administrative Costs

Administrative costs shall include, but not be limited to, office expenses, supplies and equipment, capital costs, travel, office rental, clerical salary, legal retainer, postage, telephone, and the salaries of the Executive Director and other administrative staff. The Board shall determine all administrative costs and allocate them to Collaborative programs with such costs to be assessed to Members and non-Members in accordance with Section VII (J).

2. Capital Costs

Capital costs shall include all costs for items associated with the acquisition, maintenance, and improvement of fixed assets, including real property. These costs will be apportioned in either administrative or program costs depending on the use.

3. Program Costs

Program costs shall include all costs not included in administrative costs as defined in Section VII (E) (1).

4. Deposits into the Capital Reserve

Deposits into the Capital Reserve will be recorded in a separate line item. These costs shall be included in program costs calculations.

5. Tuitions

Program/tuition fees will be determined annually by the Board and will be billed to Members and non-Members on a per pupil/per service tuition basis.

6. Time and Payment

The Collaborative will invoice districts no less than monthly, and it shall be the obligation of Members and non-Members to pay such amounts as may be due within thirty (30) days of receipt of such invoice. The annual share of each Member and non-Member program/tuition shall be invoiced on a regularly apportioned basis.

F. Non-Member Communities

The programs offered to students by this Agreement may be opened to students from municipalities and districts who are not parties to this Agreement only if the particular program into which entrance is sought can entertain the addition of another child without

burdening or interfering in any way with the program's operation. Any non-Member school system which may have children served in a program administered by the Collaborative may be charged a surcharge in accordance with subsection J as determined by the Board, beyond the Member's per pupil tuition for a particular program.

G. Procedure for the Review and Approval of any Borrowing, Loans, Mortgages, or Acquisition of Real Property

The Board may borrow money or enter into short or long-term loan agreements in anticipation of revenues to be received from Members or non-Members or any other source, for capital purchases such as vehicles, or mortgages for acquisition or improvement of real property. In the event that the borrowing is for approved acquisition of real property, the following procedures will be followed:

1. The Board shall provide written notice to each Member thirty (30) calendar days prior to applying for real estate mortgages;
2. The Board shall discuss its intent to apply for real estate mortgages at a public meeting of the Board prior to the meeting of the Board at which its final vote on approval of the loan or mortgage is taken; and
3. The Board shall ensure that any borrowing, loan, or mortgage is cost-effective, is necessary to carry out the purposes for which the Collaborative is established, is in the best interest of the Collaborative and its Members, and is consistent with the terms of this Agreement.

H. Surplus Funds

Unexpended general funds (as defined in 603 CMR 50.00) at the end of the fiscal year, plus any previous year's surplus funds (as determined through the audited 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 tuitions or services in accordance with M.G.L. c. 40, § 4E.
2. 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.
3. The Board will retain no more than 25 percent in cumulative surplus, in accordance with 603 CMR 50.03(5)(b)10.
4. The Board shall determine whether such final dollar amount of cumulative 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. Funds designated by the Board for return to the Members will be released to all Members based on the following formula: Each Member's percentage of total fiscal participation in the Collaborative will be calculated annually by dividing that Member's fiscal contribution in that fiscal year by the total Collaborative receipts from all Members in that fiscal year.
6. Upon withdrawal of a Member, the Board shall insure that the withdrawing Member share in any payments from funds designated by the Board for return or credit to its Members for the current fiscal year only. Other than funds designated by the Board



for return to the Members, individual Members choosing to withdraw will not be entitled to receive a share of any other assets of the Collaborative.

#### I. Capital Reserve Fund

The Board will establish an account as a Capital Reserve Fund in accordance with a Board approved Capital Plan to support costs associated with the acquisition, maintenance, and improvement of fixed assets, including real property, pursuant to a capital plan. Two-thirds (2/3) of the Members must approve the establishment of the 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. Deposits to the capital reserve shall be funded through tuition and fees through the annual budget process as outlined in Section VII subsection J. Expenditures from the capital reserve fund must be authorized by the Board and may be used in any budget cycle only for the project or purpose for which the account was established.

#### J. Preparation and Adoption of an Annual Budget

On an annual basis, the Board shall propose a budget for the upcoming fiscal year. The proposed budget shall contain all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve, to be paid from general fund revenues of the Collaborative. All funds received for the operation of the Collaborative shall be considered general fund revenues with the exception of grants, contracts, or gifts. The annual budget is prepared as early as possible in the previous fiscal year to allow member districts to build their own budget, knowledgeable of the Collaborative tuitions. The process is as follows:

1. By April 30 of each year, the Board shall adopt a budget for the upcoming fiscal year. The Board shall identify the programs or services to be offered by the Collaborative in the upcoming fiscal year and the corresponding costs.
2. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
3. 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, and capital expenditures, including debt service payments and deposits to capital reserve.
4. As applicable, capital costs shall be included in the budget.
5. The proposed budget process used to determine tuition prices for member and non-member pupils, as well as the methodology to determine fees for services and membership dues, is based on the cost of providing Collaborative programs as described below.
  - a. The Executive Director annually determines the projected expenses necessary for each Collaborative program during the next fiscal year, based on an estimate of projected student enrollment in programs and projected agreements for services.
  - b. The Executive Director identifies the next fiscal year's projected revenue from each funding source. These include a summary of projected receipts from tuitions and fees, grant funds, and funds other than general fund revenues (i.e. donations, interest, and investment income) based on the current fiscal year. The Board has established that a non-member surcharge of not more than 20% may be assessed based on each service used or student enrolled from a non-member district or charter school. This surcharge will be used to offset administrative costs of the program from which it was derived. Each Member District shall be charged a membership assessment annually to offset administrative costs. This

fee will be determined annually by the Board and an equal amount will be assessed to each district.

- c. The Executive Director determines the total increase or decrease in required revenue needed to balance the overall budget by comparing anticipated revenue with expenses.
  - d. The Executive Director determines the allocation of the increased/decreased revenue by program by reviewing the history of program tuition or fees and their resulting surplus or deficit, and by projecting the difference between anticipated revenue versus expenditures for the next fiscal year.
  - e. The Executive Director proposes tuition rates and fees needed to balance the budget to the Board, guided by these steps.
6. The 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.
  7. 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.
  8. The Treasurer shall certify and transmit the budget and the tuition and fees for the upcoming fiscal year to each Member District not later than June 30 of the preceding year.

#### K. Procedure for Amending the Budget

1. All budget amendments shall be proposed at a public meeting of the Board.
2. Any amendment that does not result in an increase in tuition rates, membership dues or fees for services, shall be approved by the Board by a majority vote.
3. Any amendment to the budget that results in an increase in 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 school districts on 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 services to each member district not later than ten (10) working days following the affirmative vote of the Board.

- L. The Board will establish an account as restricted fund under Chapter 32B, Section 20 for health insurance costs for retirees. Deposits to the fund will be made through the annual budget process and based on the amount set by an Actuarial Study.

### VIII. AMENDING THE COLLABORATIVE AGREEMENT

Any proposal for amendment may be initiated by any appointed representative to the Board, the Executive Director, or by any Member District by a majority vote of its school committee. The Executive Director shall mail or deliver notice in writing of the proposed amendment to the Board for its vote. A copy of the Board's voted recommendation will be mailed along with the proposal to each Member District to notify them that a proposal to amend this Agreement has been made and to advise them of the Board's recommendation regarding the proposal. The Executive Director shall place the proposed amendment on the Board agenda at its next regularly scheduled meeting. Such

proposed amendments shall take effect upon acceptance by 2/3 vote of its Member Districts (acceptance by each Member District to be a majority vote of the School Committee) and upon approval by the Board of Elementary and Secondary Education. No amendment shall be effective without the approval of the Board of Elementary and Secondary Education.

#### IX. ADMISSION OF NEW MEMBERS

A school district, through a vote of its school committee, or charter school board, may become a member of the educational collaborative consistent with the following terms:

- A. At least 180 days prior to the beginning of a new fiscal year, the prospective Member District shall submit to the chair of the Board and the Executive Director of the Collaborative notification of intent to join the collaborative and a copy of the school committee/charter school board meeting minutes that indicates an affirmative vote of the committee/charter school board to seek membership in the collaborative.
- B. Upon receipt of the prospective Member's notification of intent to join the Collaborative and the minutes, the Board will consider the request.
- C. Upon a majority affirmative vote of the Board, the Collaborative Agreement may be amended to add the new Member District. The Collaborative Agreement shall be amended consistent with Section VIII of this agreement.
- D. The amendment may provide for the deferral of the admission of a new Member District until July 1 of the subsequent fiscal year.
- E. A school committee or charter school board may be admitted to the Collaborative as of July 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.

#### X. WITHDRAWAL OF A MEMBER

- A. A Member District may withdraw from the Collaborative as of July 1<sup>st</sup> of any year provided that such Member District provides written notice of such intent to every other Member District that is party to this agreement, as well as to the Executive Director of the Collaborative, and the Collaborative Board at least 180 days before the end of such fiscal year, and provided that the Board of Elementary and Secondary Education has approved the withdrawal by April 30<sup>th</sup> of the fiscal year in which the withdrawal is to occur.
- B. Written notification of a Member District's intent to withdraw from the Collaborative at the end of a fiscal year shall include the following:
  1. Notification addressed to the chair of the Board and the Executive Director that the Member District has voted to withdraw from the Collaborative with the proposed effective date of withdrawal; and
  2. A copy of the minutes from the school committee or charter school board meeting in which the Member District voted to withdraw from the Collaborative.
- C. Within thirty (30) days of notification of a Member District's intent to withdraw from the Collaborative, an amendment shall be prepared in accordance with Section VIII of this Agreement. The Executive Director shall place the proposed amendment on the Board agenda at its next regularly scheduled meeting. Such proposed amendments shall take effect upon acceptance by 2/3 vote of its Members (acceptance by each Member to be a majority vote of the School Committee)

and upon approval by the Board of Elementary and Secondary Education. No amendment shall be effective without the approval of the Board of Elementary and Secondary Education.

- D. Upon withdrawal of a Member, the Board shall insure that the withdrawing Member share in any payments from funds designated by the Board for return or credit to its Members for the current fiscal year only. Other than funds designated by the Board for return to the Members, individual Members choosing to withdraw will not be entitled to receive a share of any other assets of the Collaborative.

The annual excess of revenues over expenses will be determined through the end of the year fiscal audit. Funds designated by the Board for return to the Members will be released to all Members based on the following formula:

Each Member's percentage of fiscal participation will be calculated annually by dividing that Member's fiscal contribution by the total Collaborative receipts from all Collaborative Members in that fiscal year.

In the event the end of the year fiscal audit determines there are liabilities, the withdrawing Member will share in the payment of liabilities by the same formula as they would have shared in the assets.

Equipment and supplies on loan from the withdrawing Member will be returned to said Member if requested. Equipment and supplies on loan to the withdrawing Member will be returned to the Collaborative by the end of the fiscal year. Upon withdrawal from the Collaborative, any student records maintained shall be returned to the withdrawing school district.

If any Member withdraws from the Collaborative without giving the required 180 day written notice, that Member will forfeit the right to receive a share of the funds designated by the Board for return to the Members for that fiscal year.

If more than a majority of Members withdraw from the Collaborative, and there are less than three (3) remaining Members, this Agreement will be considered terminated and the provisions outlined under Section XI will be followed.

## XI. TERMINATION OF THE COLLABORATIVE

This Agreement may be terminated at the end of any fiscal year by a two-thirds vote of the Board, provided that each appointed representative to the Board provide written evidence of a majority vote of its school committee/charter school board approving the termination. Each Member must give written notice of its intent to terminate to every other party to this agreement at least six (6) months before the end of such fiscal year.

Upon termination of this agreement, the Board shall:

- A. 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;
- B. Determine the process for the appropriate disposition of federal/state funds, equipment and supplies;
- C. Identify the Member District responsible for maintaining all fiscal records;
- D. Identify the Member District responsible for maintaining employee and program records;

- E. Ensure the confidential return of records related to individual students to the sending Member or non-Member Districts;
- F. 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;
- G. 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 Member Districts on a pro rata basis;
- H. Prorated basis will be determined by the Members' percentage of fiscal participation from the base year FY 85 to the termination year. Bridgewater's membership from the 1987-1988 -fiscal year to the termination year will be included in the calculation of Bridgewater-Raynham's fiscal participation. West Bridgewater's membership from the 1997-1998 fiscal- year to the termination year will be included in the calculation of fiscal participation. Avon's membership from the 2009-2010 fiscal -year to the termination year will be included in the calculation of fiscal participation. Stoughton's membership from the 2016-2017 fiscal -year to the termination year will be included in the calculation of fiscal participation. Holbrook's membership from the 2019-2020 fiscal-year to the termination year will be included in the calculation of fiscal participation.
- I. From FY85 through FY01 fiscal participation shall be calculated on student-based program tuitions and service fees. Beginning FY02 to the present, fiscal participation shall be calculated based on all funds paid to the Collaborative.

Should the Department revoke and/or suspend the approval of the educational Collaborative Agreement, the Board will follow all instructions from the Department, and Sections XI shall be implemented to the extent these procedures are consistent with the order of the Department terminating the Collaborative Agreement.

## XII. INDEMNIFICATION

Neither the Executive Director nor any other employee of the Collaborative, nor any appointed representative to the Board, shall be liable to the Collaborative or to any Member thereof for any act or omission of the Executive Director or any other employee of the Collaborative or any appointed representative to the Board, or be held personally liable in connection with the affairs of the Collaborative, except only for liability arising out of his own willful misfeasance, bad faith, gross negligence, or reckless disregard of duty to the Collaborative or its Member school committees.

Neither the Executive Director nor any other employee of the Collaborative nor any appointed representative to the Board or Member 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 appointed representative to the Board, Member school committee, and the Executive Director or any other employee of the Collaborative 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 provision hereof, such appointed representative to the Board, Executive Director, or any other employee of the Collaborative or Member school committee shall be held personally liable. Any person dealing with

the Collaborative shall be informed of the substance of this provision except that any such person need not be informed of the indemnification contained herein 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 or any other employee of the Collaborative and his legal representatives and each appointed representative to the Board and his legal representatives, and each Member school committee and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such appointed representative to the Board, Member school committee, or Executive Director or any other employee of the Collaborative or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as an appointed representative to the Board, Executive Director, or any other employee of the Collaborative or Member school committee, 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 finally adjudged in such action or, in the event of settlement or termination of such action without final adjudication, as determined by independent counsel for the Collaborative. Said right of indemnification shall be in addition to any other rights to which such appointed representatives to the Board or Executive Director or any other employee of the Collaborative or Member school committee may be entitled as a matter of law or which may be lawfully granted to him/it.

### XIII. EFFECTIVE DATE

This Agreement shall take effect on July 1, 2019 and shall continue indefinitely. This Agreement has been approved by duly authorized votes at public meetings held by the individual school committees and charter school boards whose chairpersons have signed below.

Date approved by Collaborative Board of Directors: April 2, 2019

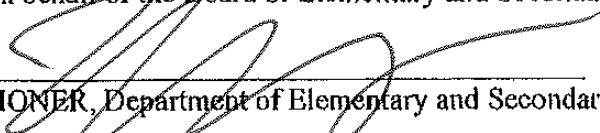
Dates approved by Member school committees/charter school boards:

Abington Public Schools	Date	04/11/2019
Avon Public Schools	Date	04/22/2019
Bridgewater-Raynham Regional School District	Date	04/24/2019
East Bridgewater Public Schools	Date	04/11/2019
Hanover Public Schools	Date	04/05/2019
Holbrook Public Schools	Date	04/25/2019
Rockland Public Schools	Date	04/08/2019
Stoughton Public Schools	Date	_____
West Bridgewater Public Schools	Date	_____
Whitman Hanson Regional School District	Date	04/10/2019

Signatures:

_____ CHAIRPERSON OF ABINGTON PUBLIC SCHOOLS	_____ Date
_____ CHAIRPERSON OF AVON PUBLIC SCHOOLS	_____ Date
_____ CHAIRPERSON OF BRIDGEWATER-RAYNHAM REG.	_____ Date
_____ CHAIRPERSON OF EAST BRIDGEWATER PUBLIC SCHOOLS	_____ Date
_____ CHAIRPERSON OF HANOVER PUBLIC SCHOOLS	_____ Date
_____ CHAIRPERSON OF HOLBROOK PUBLIC SCHOOLS	_____ Date
_____ CHAIRPERSON OF ROCKLAND PUBLIC SCHOOLS	_____ Date
_____ CHAIRPERSON OF STOUGHTON PUBLIC SCHOOLS	_____ Date
_____ CHAIRPERSON OF WEST BRIDGEWATER PUBLIC SCHOOLS	_____ Date
_____ CHAIRPERSON OF WHITMAN-HANSON REGIONAL	_____ Date

Approved on behalf of the Board of Elementary and Secondary Education by:

  
\_\_\_\_\_  
COMMISSIONER, Department of Elementary and Secondary Education

\_\_\_\_\_  
Date 5/1/19