

# Massachusetts Department of Elementary and Secondary Education

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Mitchell D. Chester, Ed.D.  
Commissioner

March 3, 2015

Cathy Cummins, Ed.D., Executive Director  
ASSABET Valley Educational Collaborative  
57 Orchard Street  
Marlborough, MA 01752

Re: Amended Collaborative Agreement

Dear Executive Director Cummins:

On behalf of the Board of Elementary and Secondary Education, I am happy to inform you that I have approved the amended collaborative agreement for the ASSABET Valley Educational Collaborative.

The collaborative agreement was amended as required by recent amendments to M.G.L. c. 40, § 4E and new regulations, 603 C.M.R. 50.00. The collaborative is comprised of the following member school committees: Berlin, Boylston, Hudson, Grafton, Marlborough, Maynard, Millbury, Northborough, Shrewsbury, Southborough, Westborough and the Assabet Valley, Berlin-Boylston, Nashoba, and Northborough-Southborough Regional School Districts.

Please inform the Collaborative Board of Directors of this approval and request that they inform their member school committees. Please also assure your board of our continued support of your collaborative efforts to supplement and strengthen the programs of your member school committees.

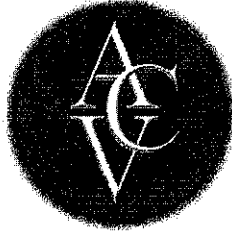
Thank you for your assistance throughout this process. Should you have any questions, please contact Christine Lynch, Director of Regional Governance, at 781-338-6520.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell D. Chester".

Mitchell D. Chester, Ed.D.  
Commissioner of Elementary and Secondary Education

c: Debra M. Comfort, Associate General Counsel  
Christine M. Lynch, Director of Regional Governance



## **AMENDED AGREEMENT FOR THE ASSABET VALLEY COLLABORATIVE**

Pursuant to *M.G.L. c. 40, § 4E*

### **PREAMBLE / AUTHORIZATION**

This document constitutes the Collaborative Agreement of the Assabet Valley Collaborative (AVC), established pursuant to the provisions of Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603 CMR 50.00.

This agreement replaces the original agreement dated August 27, 1987, as most recently amended on November 15, 2011, entered into by and between the school committees listed in Section I (herein, the “member districts”) and will be effective upon the approval of the member districts and the Massachusetts Board of Elementary and Secondary Education as indicated on the signatory page.

### **SECTION I: MEMBERSHIP**

The membership of the Assabet Valley Collaborative, as of the effective date of this agreement, includes the school committees from the following districts, as indicated by the signatures of the chairs of the school committees:

- A. School Committee for the Assabet Valley Regional Vocational School District
- B. School Committee for the Berlin Public Schools
- C. School Committee for the Berlin-Boylston Public Schools
- D. School Committee for the Boylston Public Schools
- E. School Committee for the Hudson Public Schools
- F. School Committee for the Grafton Public Schools
- G. School Committee for the Marlborough Public Schools
- H. School Committee for the Maynard Public Schools
- I. School Committee for the Millbury Public Schools
- J. School Committee for the Nashoba Regional School District
- K. School Committee for the Northborough Public Schools
- L. School Committee for the Northborough-Southborough Public Schools
- M. School Committee for the Shrewsbury Public Schools
- N. School Committee for the Southborough Public Schools
- O. School Committee for the Westborough Public Schools

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

The mission of the Assabet Valley Collaborative is to jointly conduct programs and/or services in a cost-effective manner which shall complement and strengthen those provided by member school committees and to increase educational opportunities for children ages 3 up to 22.

The purpose of this collaborative is to provide:

- specialized education programs and services for students ages 3 up to 22
- special education transportation services
- professional development, training and resource sharing
- an array of consultative services
- cooperative purchasing/procurement services
- cost effective responses to needs articulated by member districts

The focus of this collaborative is the development and delivery of high quality programs and/or services to member districts which shall complement and strengthen those provided by member school committees.

The overall objectives of this collaborative include:

- the creation and/or delivery of cost effective responses to needs articulated by member districts
- the delivery of high quality specialized education programs and services for students ages 3 up to 22
- the delivery of cost effective and efficient special education transportation services
- the development and delivery of high quality and cost effective consultative services
- the development and delivery of high quality and cost effective professional development, training and resource sharing
- the provision of effective and efficient cooperative purchasing/procurement services

## **SECTION 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:

- specialized education programs and services for students ages 3 up to 22
- special education transportation services
- professional development, training and resource sharing
- an array of consultative services
- cooperative purchasing/procurement services
- cost effective responses to needs articulated by member districts

## **SECTION IV: GOVERNANCE**

Each school committee executing this collaborative agreement shall annually appoint the Superintendent of Schools to serve as its representative on the Assabet Valley Collaborative

Board of Directors before September 15 of each school year. These Board members shall be referred to in this agreement as "appointed representatives."

Each appointed representative on the Board of Directors will represent his/her respective school district(s) and will have one (1) vote.

An appointee of the Commissioner of Elementary and Secondary Education (herein Commissioner) shall also be a voting member of the collaborative Board of Directors.

The Executive Director of the Assabet Valley Collaborative will attend all Board of Directors meetings.

The Assabet Valley Collaborative shall be managed by this collaborative Board of Directors, hereinafter referred to as the "Board".

- A. Regular meetings of the Board shall be held monthly from September to June, and at additional times if necessary.
- B. A quorum for conducting business shall consist of a simple majority of the voting members of the Board.
- C. The Board has the authority to act by a simple majority vote of members present, unless otherwise provided in this Agreement.
- D. The Board shall annually organize itself by electing a chairperson and vice-chairperson, as outlined in the "Board Policies." In the absence of the Board Chairperson, the Vice-Chairperson acts as Chairperson.
- E. The Collaborative's Executive Director, or designee, will act as Executive Secretary to the Board.
- F. The Chairperson, by vote of the Board, may appoint such subcommittees or advisory committees of the Board, as the need arises, as will facilitate the work of the Board. Such sub-committees may also make recommendations with respect to other services and cooperative efforts.
- G. The Board shall establish a standing Policy Committee and a standing Finance Committee whose members represent superintendents, business managers, and special education administrators.
- H. The Board shall establish an Operating Committee made up of the person within each member's school district responsible for student services and/or for special education. This committee shall have the primary responsibility for providing recommendations to the Board on policies and procedures as they pertain to the delivery of special education services to students with disabilities or other special needs. The committee shall meet once a month or more often if necessary to conduct its business.

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

Each member district shall have the following rights and responsibilities as a member of the Assabet Valley Collaborative:

- A. Each member of the Board shall be entitled to a vote.
- B. Fees for membership in the collaborative shall be established annually, as described in Section VII of this agreement.

- C. Each appointed representative shall be responsible for providing timely information and updates to its appointing member district(s) on collaborative activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2) and for providing other information as required or requested.
- D. Each appointed representative is expected to attend every Board meeting. When an appointed representative has missed one-half (1/2) of the meetings within a fiscal year, the Chair of the Board shall inform the Chair of the appointing member district or institution of the appointed representative's absences.
- E. Each appointed representative must attend training required by the Department of Elementary and Secondary Education (Department), as outlined in M.G.L. Ch. 40, § 4E; 603 CMR 50.05(3) and 603 CMR 50.12 (3). Should an appointed representative fail to complete the required training within the timelines set in law and regulations, 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. The member district shall become an active member and voting rights shall be reinstated once the appointed representative completes the training.
- F. No appointed representative on the Board shall serve as a member of a Board of Directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. c. 40, § 4E, as most recently amended.
- G. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member.
- H. No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting Board member and no member district shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual, unless the member district is replacing the appointed representative with that individual.

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

The Assabet Valley Collaborative Board shall manage the educational collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability over the operation of the educational collaborative. The Board shall be vested with all authority and responsibilities provided to it by M.G.L. c. 40, § 4E and 603 CMR 50.00 and all acts and regulations amendatory thereof, including but not limited to the following:

- A. The Board shall hire or appoint an Executive Director, to serve under its general direction, to manage and supervise the Collaborative, oversee the day to day operation of its programs and services, and implement policies of the Board. The Executive Director shall have the authority granted by M.G.L. Ch. 40, § 4E. The Board shall annually evaluate the Executive Director's performance in accordance with state laws and regulations for the evaluation of educators.
- B. It is the function and responsibility of the Board to formulate policy for the collaborative and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.
- C. The Assabet Valley Collaborative is a governmental entity.

- D. 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.
- E. The Board shall be responsible for:
  - 1. ensuring adherence to this collaborative agreement and progress toward achieving the purposes and objectives set forth in the agreement;
  - 2. determining the cost-effectiveness of programs and services offered by the collaborative;
  - 3. ensuring that any borrowing, loans, or mortgages are cost effective, necessary to carry out the purposes for which the collaborative is established, in the best interest of the collaborative and its member districts, and consistent with the terms of this agreement; and
  - 4. approving all expenditures, including, but not limited to, contracts, borrowing, and the purchase and sale of fixed assets.
- F. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.
- G. The Board is a public employer and shall hire all employees of the educational collaborative and ensure that all employees possess the necessary and required licenses and approvals as required by M.G.L. c. 40, § 4E.
- H. The Board shall hire or appoint a Business Manager or an employee with responsibilities similar to those of a town accountant who shall be subject to Massachusetts General Laws Chapter 41, Section 52. The business manager may not serve concurrently as an appointed representative, as the treasurer, or as the Executive Director of the Collaborative. The Board shall ensure that an evaluation of the performance and effectiveness of the business manager is conducted annually.
- I. The Board shall hire or appoint a Treasurer. The Treasurer shall be responsible for the oversight and certification of all receipts and disbursements related to the collaborative's funds and shall perform duties as required by the Board and authorized by M.G.L. Ch. 40, § 4E and its regulations and any amendments thereof. The Treasurer shall not serve concurrently as an appointed representative, as the Executive Director, or as the Collaborative's business manager. The Treasurer shall annually give bond consistent with the requirements of M.G.L. Ch. 40, § 4E. The Board shall annually evaluate the performance of the Treasurer.
- J. 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 of Directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. Ch. 40, § 4E.
- K. The Board shall hire or appoint one or more registered nurse(s) as a School Nurse to support collaborative programs and shall provide such nurses with proper facilities to ensure that the health needs of the Collaborative students are met.
- L. The Board shall ensure that no employee of an educational collaborative is employed at any related for-profit or non-profit organization.
- M. 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.
- N. 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 ensure that annual reports and annual independent audits are filed with appropriate governmental agencies and posted on the collaborative's website, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.
  - O. The Board shall establish a process to provide member districts, students, parents/guardians, the Board of Elementary and Secondary Education, and the public all information required by law and regulation.

## INDEMNIFICATION

Neither the Executive Director nor any appointed representatives shall be liable to the Collaborative or to any member district hereof for any act or omission of the Executive Director or any appointed representative or be held personally liable in connection with the affairs of the Collaborative except only liability arising out of his/her own willful malfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative or its members.

Neither the Executive Director nor any appointed representative or member district shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind, against or with respect to the Collaborative or arising out of any action taken or omitted for or on behalf of the Collaborative and the Collaborative shall be solely liable thereof and resort shall be had exclusively to the Collaborative property for the payment or performance thereof.

The Executive Director, appointed representative, or member district shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary provisions hereof, such Executive Director, appointed representative, or member district shall be held personally liable. Any person dealing with the Collaborative shall be informed of the substance of this provision except that any such person need not be informed of the indemnification contained herein, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

The Executive Director and his/her legal representatives and each appointed representative and his/her legal representatives and each member district and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid to the Collaborative, including judgments, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such Executive Director, appointed representative, or member district, or his/her/its legal representatives may be made a party or otherwise involved by reason of his/her/its capacity as Executive Director, appointed representative, or member district, except only liabilities and expenses arising out of his/her/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative as finally adjudged in such action or, in the event of settlement or termination of such action without final adjudication, as determined by

independent counsel for the Collaborative. Said right of indemnification shall be in addition to any other rights to which such Executive Director, appointed representative, or member district may be entitled as a matter of law or which may be lawfully granted to him/her/it.

## **SECTION VII: FINANCE**

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

1. Membership fees shall be assessed to each member district on July 1 of each year. The Board shall establish a Policy that identifies the procedure to calculate an annual membership fee; membership fees will fund up to and will not exceed 50% of the administrative costs for the Collaborative. Annually, the Board shall establish the membership fee by a majority vote.
2. The remaining administrative costs of the collaborative will be distributed across all programs operated by the collaborative through an administration allocation expense proportionate to the operating budget for each program. The proportional share of administrative costs will be added to the operating budget of each program operated by the collaborative.
3. The fees, tuitions, and rates to be charged to districts for all collaborative services will be set annually by the Board of Directors. These include tuitions for specialized programs for students, hourly rates for therapy, evaluative, consultative, and the like services, and overhead calculations for transportation, professional development, cooperative purchasing/procurement and the like services rendered. Fees, tuitions, and rates will be calculated through the annual budgeting process for each program, including the administrative cost allocation noted in 2 above and capital expenses noted in Section VII (F)(h) below, with projections based on past usage.
4. Districts will be charged per unit of usage, i.e. per student enrolled, per hour of service delivery, per transportation route, per participant enrolled in courses or workshops, or per district for multi-district initiatives. Each type of service may require a different schedule of billing, e.g. 3-4 times per year for program tuitions, per use for courses/PD, monthly for transportation, etc.
5. The collaborative will submit invoices to districts for services to be paid within thirty (30) days of receipt.
6. A Non-member surcharge rate of up to 15% will be set annually by the Board of Directors to determine rates charged to non-member districts, agencies and organizations for services rendered by the collaborative. Non-member surcharges will be utilized within each program or service area in order to contain costs for member districts and as an offset to corresponding administrative fees apportioned to each program/service area. The Board has the authority to waive or decrease the percentage of the non-member surcharge to non-member districts when doing so is determined to be in the best interest of the collaborative.
7. The Board may enter into agreements with non-member and member districts or other collaboratives to establish mutually beneficial pricing arrangements.
8. The Board may apply, by majority vote, for state, federal, corporate, or foundation grants, and may accept gifts, grants, or contributions from governmental and privates 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 members.
12. Procurement awards require Board approval.

B. Collaborative Fund:

1. The Board shall establish and manage a fund to be known as the *Assabet Valley Collaborative Educational Collaborative Fund* (herein, "the AVC fund").
2. The AVC fund shall be the depository of all monies paid by the member districts and non-member districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the collaborative Board and deposited in the fund.
3. The Treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the collaborative without further appropriation.
4. All payments must be approved by the Board.
5. The Treasurer may make appropriate investments of funds of the collaborative 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 to support collaborative operations, subject to the following procedures:
  - a. all borrowing, loans, and mortgages shall be discussed at a public meeting of the Board;
  - b. the Board shall investigate options related to borrowing, loans, and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application;
  - 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 and mortgages are necessary to carry out the purposes for which the collaborative is established.
2. In the event that such borrowing loan or mortgage is for the acquisition or improvement of real property:
  - a. the Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the collaborative Board 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 disbursed to the member districts or credited to support programs and services offered to member districts.
5. If the Board determines that a disbursement of surplus funds will be made to member districts, the amount will be distributed based on a weighted average of all costs paid by each district to the collaborative for the previous three year period, based on audited financial statements.

#### E. Capital Reserve Fund

- a. The Assabet Valley Collaborative shall create a capital reserve fund to support costs associated with the acquisition, maintenance, and improvement of fixed assets, including real property, pursuant to a capital plan.
- b. Funds in a capital reserve account may be used only for the project or purpose for which the account was established.
- c. The establishment of a capital reserve shall be subject to the approval of two-thirds of the member districts. The request for approval must state the reason for the reserve and a limit on the balance that may be held in the reserve.
- d. Deposits into the capital reserve shall be proposed and approved through the budget process.
- e. In the event that the purpose for which the capital reserve was created requires modification, the collaborative Board of Directors shall revise its capital plan and provide notice to all member districts. If the member district does not vote to disapprove the revised capital plan within a 45 day period, that member shall be deemed to have approved the revised capital plan. Two-thirds (2/3) approval of the member districts is required to revise the capital plan.

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

1. Development of the Collaborative Budget: The Board shall annually determine the collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, s 4E, regulations promulgated by the Department and this agreement.
  - a. In collaboration with staff and member districts, AVC begins forecasting the annual budget each October. The process includes input from collaborative committees, program directors and staff. Strategic plans created will guide this process. Program directors estimate future program services/enrollments based on this input. The Executive Director and Director of Finance 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 both the qualitative and quantitative program elements. Forecasted revenues generated by programs and services are used to pay for staff salaries, supplies and services. Administrative costs are absorbed by these revenues.
  - b. The preliminary budget draft is presented and reviewed by the Finance Subcommittee before submission to the collaborative Board of Directors. The Finance Subcommittee's recommended preliminary budget is presented to the Board of Directors for initial review (first reading) in December. The timing of the budget presentation is critical to inform member districts of forecasted rates for the upcoming fiscal year. A second reading of the budget is held in January for the Board vote. Additional meetings will be held as necessary to finalize the annual budget. Forecasts are created in accordance with governing local and state policies.
  - c. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
  - d. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve.

- e. Expenditures from grant funds, trust funds, and other funds not designated as general funds that by law may be expended by the Board without further appropriation shall be segregated in the budget.
  - f. The 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.
  - g. The proposed budget shall include the methodology used to determine tuition prices for member and non-member students as well as the methodology to determine fees for services and membership dues based on the cost of providing collaborative programs.
  - h. Capital costs will be included in the operating budget of each program requiring capital expenditures and will be used to determine the tuitions/fees for each program. Capital reserves will be used with approval of the Board of Directors to offset capital expenditures in programs as determined by the Capital Reserve Plan noted in Section E above.
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 to member and non-member districts according to the following schedule:
  - a) Tuitions are invoiced quarterly.
  - b) Consultation, transportation and professional development services are invoiced monthly. Annual membership fees are invoiced annually.
3. Invoices shall be paid within thirty (30) days of receipt of invoice.

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. 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 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 next 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 affirmative 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.

**SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT**

The Collaborative Agreement of the Assabet Valley Collaborative may be amended from time to time in accordance with the following procedures:

- A. A proposal for amendment of the Collaborative Agreement may be initiated by any member school committee or district, any member of the Board, or by the Executive Director.
- B. The proposed amendment shall be presented in writing to the Executive Director of the collaborative and the Chair of the Board no less than ten (10) days prior to a meeting of the Board at which it shall first be read.
- C. Following the first reading of any proposed amendment and any changes as requested by the Board, the Executive Director shall submit the proposed amendment to the Department of Elementary and Secondary Education (herein Department) for initial review.
- D. Following the Department review, the Executive Director shall make such changes as the Department requires.
- E. No less than ten (10) days prior to a meeting of the Board at which the revised amendment shall be discussed, the Executive Director shall cause copies thereof to be sent to all appointed representatives and the chairs of the school committees of the member districts together with notice as to the time and place of the second reading of the amendment and vote thereon.
- F. The proposed amendment shall be read a second time at the regular meeting next subsequent to the Department review, at which time, in order to be approved, there must be a two-thirds (2/3) vote of the Board in favor of the amendment.
- G. Following approval by the Board, the amended agreement shall be submitted by the Chair of the Board to the member districts for a vote to approve the amended agreement.
- H. Once a majority of all member districts have approved and signed the amended agreement, the Collaborative shall submit the signed amended agreement in accordance with 603 CMR 50.03 to the Commissioner for approval by the Board of Elementary and Secondary Education.
- I. No amendment to the collaborative agreement shall be effective until approved and authorized by a majority of the member districts and by the Board of Elementary and Secondary Education.

## **SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBERS**

Any school district, through a vote of its school committee, or charter school board, may become a member of the Assabet Valley Collaborative consistent with the following terms:

- A. At least 120 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 Assabet Valley Collaborative notification of intent to join the collaborative and a copy of the school committee/charter school board minutes that indicates an affirmative vote of the committee/charter school board to seek membership in the collaborative.
- B. Upon receipt of the prospective member's notification of intent to join the collaborative and the minutes, the Board will consider the request.
- C. Upon a two-thirds (2/3) affirmative vote of the Board, the collaborative agreement shall be amended to add the new member district. The collaborative agreement shall be amended consistent with Section VIII of this agreement.
- 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. The admission of a new member district to the Assabet Valley Collaborative shall become effective only after the execution and delivery by the current member districts and the applicant school committee or 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 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 30th 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 district through a simple majority vote at a public meeting. As a non-voting member district awaiting official approval from the Board of Elementary and Secondary Education, the pending new member district will be entitled to membership privileges and services, but will not be entitled to a vote on the Board of Directors until official approval of the Board of Elementary and Secondary Education.

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

A member district may withdraw from the Assabet Valley Collaborative as of July 1st in any year subject to the following terms:

- A. At least 180 days prior to the end of the current fiscal year, the withdrawing member shall provide 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 collaborative Board of intent to withdraw.
- 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 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 and submitted to the Commissioner for approval by the Board of Elementary and Secondary Education.
  - D. Upon a two-thirds (2/3) affirmative vote of the Board, the collaborative agreement will be amended to withdraw the exiting member district. The collaborative agreement shall be amended consistent with Section VIII of this agreement. The withdrawal is not in effect until and unless 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.
  - 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 Assabet Valley 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. A withdrawing district will be charged a one-time exit fee, equal in amount to the annual membership fee established by the Board. This fee will be due prior to the end of the fiscal year which would mark the withdrawing district's final year as a member of the collaborative.
  - H. Upon withdrawal from the collaborative, after having fulfilled all financial obligations and commitments to the collaborative and after having paid the exit fee, a former member district shall not have any further commitments, liabilities, or obligations to the collaborative.
  - 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 unless 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 XI.

#### **SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT**

- 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 at least *twelve (12) months* before the end of the current fiscal year.
- B. Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate the collaborative and determine next steps. A

- two-thirds (2/3) vote of the collaborative 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 a fiscal year.
  - D. The collaborative agreement shall be terminated at the end of any fiscal year following votes in favor of termination by two-thirds (2/3) of the school committees of the member districts.
  - E. Following the affirmative votes 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 Department in writing 180 days prior to the effective date of any termination.
  - F. Following the affirmative votes of the member districts to terminate the collaborative agreement, a final independent audit will take place and will be provided to all appointed representatives and member districts as well as to 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
  - 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 student, employee and program records.
    - 5. determine the means of meeting all liabilities (debts and obligations) of the collaborative, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts.
    - 7. distribute surplus funds or capital reserve funds to the member districts based on a weighted average of cumulative costs paid by each district to the collaborative since FY2002 - or the year of membership if after FY2002 - based on audited financial statements.
    - 8. ensure the appropriate disposition of all assets of the collaborative, including any unencumbered funds held by the collaborative, and any capital property and real estate owned by the collaborative. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the member districts based on a weighted average of all costs paid by each district to the collaborative since FY2002 - or the year of membership if after FY2002 - based on audited financial statements.
    - 6. 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 educational collaborative agreement, the Board will follow all instructions from the Department, and



Sections XI. E through XI. H, inclusive, shall be implemented to the extent these procedures are consistent with the order of the Department terminating the collaborative agreement.

#### NON-DISCRIMINATION PRACTICES

Assabet Valley Collaborative does not discriminate on the basis of race, color, sex, gender identity, religion, national origin, or sexual orientation and ensures that all students have equal rights of access and equal enjoyment of the opportunities, advantages, privileges and courses of study.

Assabet Valley Collaborative is an Equal Opportunity Employer.

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

**Assabet Valley Collaborative Board of Directors first reading: October 25, 2013**

**Assabet Valley Collaborative Board of Directors second reading: November 15, 2013**

**Date approved by Assabet Valley Collaborative Board of Directors: November 15, 2013**

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**Dates approved by member school committees:**

Assabet Valley Regional Vocational School District Member district	<u>June 3, 2014</u> Date
Berlin Public Schools Member district	<u>January 7, 2014</u> Date
Berlin-Boylston Public Schools Member district	<u>January 7, 2014</u> Date
Boylston Public Schools Member district	<u>January 7, 2014</u> Date
Hudson Public Schools Member district	<u>December 10, 2013</u> Date
Grafton Public Schools Member district	<u>January 12, 2015</u> Date
Marlborough Public Schools Member district	<u>January 14, 2014</u> Date
Maynard Public Schools Member district	<u>December 13, 2013</u> Date
Millbury Public Schools Member district	<u>December 9, 2013</u> Date
Nashoba Regional School District Member district	<u>January 14, 2014</u> Date
Northborough Public Schools Member district	<u>December 18, 2013</u> Date
Northborough-Southborough Public Schools Member district	<u>December 18, 2013</u> Date
Shrewsbury Public Schools Member district	<u>December 4, 2013</u> Date
Southborough Public Schools Member district	<u>December 18, 2013</u> Date
Westborough Public Schools Member district	<u>October 22, 2014</u> Date

**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

L. H. Ryan

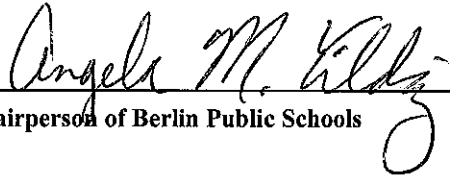
**Chairperson of Assabet Valley Regional Vocational School District**

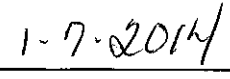
06/05/2014

**Date**

**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

  
\_\_\_\_\_  
Chairperson of Berlin Public Schools

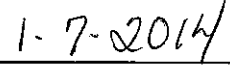
  
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Date

**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

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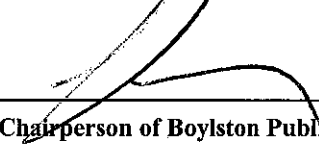
**Chairperson of Berlin-Boylston Public Schools**

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**Date**

**Assabet Valley Collaborative Agreement**


**Member District School Committee Chair Signatures:**

  
\_\_\_\_\_  
Chairperson of Boylston Public Schools

1-7-2014  
**Date**

**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

  
**Chairperson of Hudson Public Schools**

Dec 10, 2013  
**Date**

**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

*Anna Stow*

\_\_\_\_\_  
**Chairperson of Grafton Public Schools**

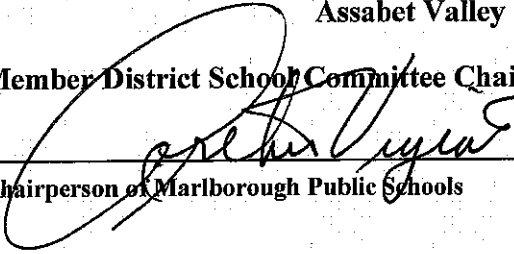
*1.12.15*

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**Date**

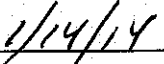


**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

  
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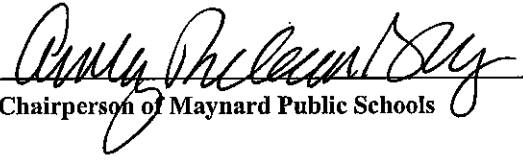
**Chairperson of Marlborough Public Schools**

  
\_\_\_\_\_

**Date**

**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

  
\_\_\_\_\_  
Chairperson of Maynard Public Schools

12/13/13  
Date

**Assabet Valley Collaborative Agreement**

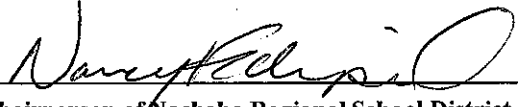
**Member District School Committee Chair Signatures:**

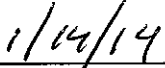
Jennifer B. Nietupski  
Chairperson of Millbury Public Schools

9 Dec 2013  
Date

**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

  
\_\_\_\_\_  
**Chairperson of Nashoba Regional School District**

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

**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

*Patricia A. Kress*

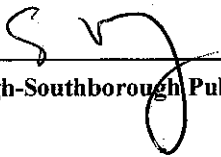
Chairperson of Northborough Public Schools

*12/18/2013*

Date

**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

  
\_\_\_\_\_  
Chairperson of Northborough-Southborough Public Schools

12/18/13  
Date

**Assabet Valley Collaborative Agreement**

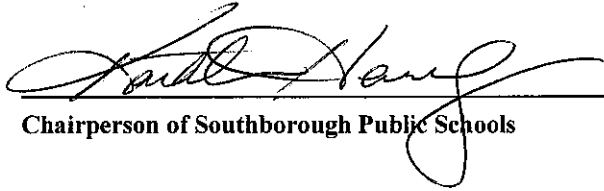
**Member District School Committee Chair Signatures:**

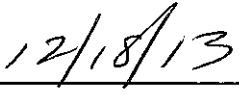
*Sandra M. Frye*  
Chairperson of Shrewsbury Public Schools

5-6-14  
Date

**Assabet Valley Collaborative Agreement**

**Member District School Committee Chair Signatures:**

  
\_\_\_\_\_  
Chairperson of Southborough Public Schools

  
\_\_\_\_\_  
Date



**Assabet Valley Collaborative Agreement**

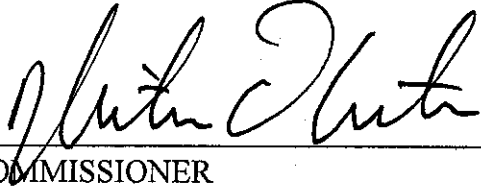
**Member District School Committee Chair Signatures:**

Stephen C Dorset  
Chairperson of Westborough Public Schools

10/22/14  
Date

**Assabet Valley Collaborative Agreement**

**Approved by the Board of Elementary and Secondary Education:**



A handwritten signature in cursive script, appearing to read "John White", is written over a horizontal line.

COMMISSIONER

Date