

**PILGRIM AREA COLLABORATIVE
COLLABORATIVE AGREEMENT**
Pursuant to M.G.L. Chapter 40, Section 4E & 603 CMR 50.00
Draft – February 8, 2024

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PREAMBLE

This document constitutes the Collaborative Agreement (herein, Agreement) of the Pilgrim Area Collaborative (herein, “the Collaborative” and “PAC”) 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 603CMR 50.00. This Collaborative Agreement shall not be effective until approved by the Massachusetts Board of Elementary and Secondary Education, and the member school committees.

This Agreement replaces the original Agreement dated 1975, as most recently amended on December 11, 2013 and is entered into by and between the school committee listed in Section I (herein, the “member districts”) and will be effective upon the approval of the member districts and the Board of Elementary and Secondary Education as indicated on the signature page.

SECTION I: MEMBERSHIP

The membership of Pilgrim Area 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 member districts' school committees:

1. Duxbury Public Schools
2. Halifax Public Schools
3. Kingston Public Schools
4. Marshfield Public Schools
5. Middleboro Public Schools
6. Plymouth Public Schools
7. Plympton Public Schools
8. Silver Lake Regional School District
9. Stoughton Public Schools
10. Whitman Hanson Regional School District

Whereas the school committees of the above-mentioned districts desire to collaborate so as to plan and, where appropriate, implement educational programs and services for member districts and students.

SECTION II: MISSION, PURPOSE, VISION, AND OBJECTIVES

MISSION

The mission of Pilgrim Area Collaborative is, in partnership with member districts, to be a resource by providing programs and services that reflect high-quality, research-based, best practices for the ever-evolving needs of the students, families, educators and communities that we serve. This mission can be accomplished by cooperatively developing and delivering quality and cost-effective programs and services, consistent with M.G.L. c40, §4E for students, school districts, partner organizations and communities.

PURPOSE

Pursuant to the provisions hereof, the member districts have entered into this written Agreement to conduct education programs and services, which shall complement and strengthen the school programs of the member districts and increase educational opportunities for children. The member districts shall collaborate to offer such programs and services through their association pursuant to this Agreement through the educational collaborative known as the Pilgrim Area Collaborative.

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 Districts. The Collaborative, therefore, exists to conduct educational programs and services which shall complement and strengthen the school programs of Member Districts and increase educational opportunities for children when it is determined that such programs can most effectively and economically be provided on a collaborative basis. The foregoing purpose includes the authority of the

Collaborative, acting through its Board of Directors, to contract with corporations, individuals, associations, agencies and/or any other entities in order to obtain and provide services for Member Districts. In addition, subject to the approval of the Board of Directors, the Collaborative will continue to create new programs, increase and expand its level of services in general education, occupational-vocational education, staff development and training, research and development of innovative programs, and in any such area determined by the Member Districts and consistent with M.G.L. c.40, §4E. Notwithstanding any other provisions of these articles of the Collaborative is organized exclusively for educational purposes.

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

VISION

The Pilgrim Area Collaborative is dedicated to high quality programming and individualized services that are responsive to the needs of districts by educating students in school, homes, and communities. Expert resources provide opportunities for building the foundation of success and independence of our students.

OBJECTIVES

The Pilgrim Area Collaborative will be a resource by providing programs and services that reflect high-quality practices for the ever-evolving needs of students. By implementing these practices, the Collaborative will accomplish the following outcomes: increase student enrollment; increase extracurricular activities and elective offerings; increase curriculum and educational resources for access by staff, students and families; increase staff, family, and community enrollment in professional development training sessions; increase PAC professional development opportunities for staff, districts and communities; increase opportunities for transitional and vocational opportunities for PAC students; increase modernization of PAC technology, teaching and learning; increase modernization of digital platforms; increase technology resources, personnel, and infrastructure to ensure accessibility for all.

SECTION III: PROGRAMS AND SERVICES

The Collaborative, subject to the approval of the Board, will offer the following programs and services, which shall complement the educational programs and services of the member districts in a cost-effective manner:

- A. Public day school placements and other substantially separate programs located in substantially separate school buildings and within public school buildings for students with disabilities.
- B. High quality professional development programs for general and special educators, support staff, related services providers, families, school administrators and other appropriate professionals.
- C. 40-45 Day extended evaluation services to elementary, middle, and high school students.
- D. Quality consultation, technical assistance and evaluation services to students and staff.
- E. Home programs, services, and behavioral services.
- F. Family support.
- G. Other educationally related programs, services and support as requested by the Board.

SECTION IV: GOVERNANCE

Each school committee executing this Agreement shall annually appoint the superintendent of schools or one school committee member to serve as its representative on the Board; these Board Members shall be referred to in this Agreement as “appointed representatives.” The Commissioner of Elementary and Secondary Education (herein, the “Commissioner”) shall appoint an individual to serve as a liaison from the Department of Elementary and Secondary Education to the Collaborative Board of Directors. The Collaborative shall be managed by the Board. No employee of the Collaborative may serve on the Board.

- A. Regular meetings of the Board shall be held at least six (6) times per year from September to June; July and August meetings will be scheduled at the discretion of the Board. The Board meeting calendar for the following year shall be presented and approved by the Board at the last scheduled Board meeting each year and no later than June 30. All meetings shall be called and held consistent with the Open Meeting Law, M.G.L. c. 30A, §18-25. The Executive Director may call special meetings for special purposes with the consent of the Board chairperson or by the Board chairperson him/herself. Special meetings of the Board shall also be in accordance with the Open Meeting Law.
- B. A quorum for conducting business shall consist of a simple majority of the appointed representatives. A quorum is not needed to close the meeting.
- C. In order to pass any motion, a majority vote of the appointed representatives present shall be required, except that a vote to terminate the Collaborative shall be approved in accordance with Section XI of this Agreement.
- D. All business will be conducted in accordance with accepted parliamentary procedures. The Executive Director, or designee, will act as recording secretary to the Board. The Executive Director shall attend all Board meetings but shall not be entitled to a vote.
- E. The Board shall annually organize itself by electing a chairperson, vice-chairperson, and secretary by a majority vote of the appointed representatives at the first Board meeting of the year. The secretary of the Board shall take minutes at any executive session and certify that all official executive session and open session minutes have been approved by the Board. The chairperson, by vote of the Board, may appoint such subcommittees as may be necessary to carry out the mission of the Collaborative. An Operating Committee, consisting of the Special Education Director or designee, from each member district shall offer advice and assistance to the Board and shall meet with the Executive Director at least four (4) times per year.
- F. Each appointed representative shall be responsible for providing the following information to the representative Member Districts in accordance with the provisions of M.G.L. c.40, §4E and 603 CMR 50.00 et seq.
 - a. Quarterly information and updates to the School Committee at an open meeting on collaborative activities, include but not limited to the programs and services provided by the Collaborative;
 - b. A copy of the Collaborative agreement and any amendments;
 - c. A copy of the annual budget and tuition rates;
 - d. A copy of the annual report and financial audit;
 - e. Notification of application for real estate mortgages;
 - f. A copy of the Strategic and Capital plans approved by the Board;
 - g. Any additional information as may be requested by a vote of the School Committee of Member Districts; and any additional information as may be required in M.G.L c40, §4E and 603 CMR et seq. and any amendments thereto.

SECTION V: CONDITIONS OF MEMBERSHIP

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

- A. Each appointed representative of the Board shall be entitled to a vote.
- B. 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.
- C. Collaborative Board Members and employees shall be public employees subject to M.G.L. c. 268A.
- 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 of the appointed representative's absences. An appointed representative who misses more than two-thirds (2/3) 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 member district school committee that the seat will remain vacant until such time as the member district, by appropriate vote, appoints a new representative. 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.
- E. No appointed representative on the Board shall serve as an appointed representative 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.
- F. No appointed representative shall receive an additional salary or stipend for his/her service as a collaborative Board member.
- G. No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting collaborative 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 Board shall manage the Collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability over the operation of the 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. 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.
- B. The Pilgrim Area Collaborative shall be a public entity.
- C. The Board shall be vested with the authority to enter into agreements with member districts, non-member districts, or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
- D. The Board shall have oversight for:
 - 1. ensuring adherence to this Agreement and progress toward achieving the purposes and objectives set forth in the Agreement;

2. determining the cost-effectiveness of programs and services offered by the collaborative;
 3. determining the appropriateness and cost-effectiveness of any borrowing, loans, or mortgages and all borrowing shall be consistent with Section VII C; and
 4. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate and all borrowing shall be consistent with Section VII C.
- E. 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 credentials and approvals, including those required by M.G.L. c. 71, § 38G and 603 CMR 7.00, M.G.L. c. 74 and 603 CMR 4.00, and all acts and regulations amendatory thereof.
- F. The Board shall hire an Executive Director to oversee and manage the operation of the collaborative, a Business Manager/Director of Finance and Operations or an employee with responsibilities similar to those of a town accountant to oversee the Collaborative finances, at least one registered nurse to support the Collaborative programs, and a Treasurer, who shall annually give bond consistent with the requirements of M.G.L. Ch. 40, § 4E. The Board shall ensure that there is segregation of duties between the Executive Director, Treasurer, and Director of Finance and Operations, and that these employees shall not serve as an appointed representative of the 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.
- G. The Executive Director will be responsible for the implementation of the Board's policies and such other powers and responsibilities as determined by the Board. The Executive Director, with the approval of the Board, may contract for services and supplies. The Board shall evaluate the Executive Director's performance and effectiveness in adherence to the Department of Elementary and Secondary Education and 603 CMR 50.00.
- H. The Executive Director shall notify each appointed representative of the times of the Board meetings in advance of such meetings. All Board meetings shall also be posted and conducted in accordance with Chapter 30A, § 18-25 of the General Laws. Minutes of all Board meetings must be approved by the Board at an open Board meeting and shall be maintained. Subsequent to a vote to approve the minutes by the Board, the minutes will be posted on the Collaborative's website.
- I. The Board shall appoint a Business Manager to be known as the Director of Finance and Operations, who shall be subject to M.G.L. Chapter 41, Sec. 52 and have powers and responsibilities, similar to those of a town account and consistent with 603 CMR 50.00 and the Board approved job description. The Board shall cause the evaluation of the Director of Finance and Operations' performance and effectiveness. The Director of Finance and Operations may not be the Treasurer of the Collaborative.
- J. The Board shall appoint a Treasurer who shall have such powers and responsibilities as determined by the Board and as stipulated in the Board approved job description, consistent with M.G.L. c.40 § 4E and 603 CMR 50.00. The Treasurer will manage all receipts and disbursements through the education Collaborative Fund. The Board shall annually evaluate the Treasurer's performance and effectiveness. No Collaborative employee or appointed representative to the Board may be the Treasurer.
- K. The Board shall ensure that no employee of the Collaborative is employed at any related for-profit or non-profit organization.
- L. 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.

- M. The Board shall ensure that the Collaborative prepares annual financial statements to include, a statement of net assets, a statement of activities; a governmental funds balance sheet; a governmental funds statement of revenues, expenditures, and changes in fund balance; a general fund statement of revenues, expenditures, and changes in fund balance; a general fund statement of revenues, expenditures, and changes in fund balance, budget and actual; a statement of fiduciary, net assets; a statement of changes in fiduciary fund net assets; and a capital plan identifying current capital obligations or future planned capital projects.
- 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 of Elementary and Secondary Education (herein 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 no later than January 1 of each year, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.
- O. The Board shall ensure that the Collaborative maintains an internet website in accordance with M.G.L. c. 40, § 4E that shall include at a minimum; a list of the appointed representatives on the Collaborative Board of Directors, copies of the minutes of open meetings held by the Collaborative Board of Directors, a copy of the Collaborative Agreement and any amendments, a copy of the Annual Report and Independent Audit required in 603 CMR 50.08, and contact information for key educational Collaborative staff members.
- P. The Board together with the appointing school committee shall ensure that each appointed representative will complete the required training provided or approved by the Department within 60 days of the appointed representative's initial appointment.
- Q. The Board shall ensure that the Collaborative complies with all federal and state requirements relative to discrimination and with the following notice of non-discrimination:

Notice of Non-Discrimination

The Executive Director is empowered and required to publicize the Collaborative policy of non-discrimination by including in the Collaborative publications, brochures, newspaper and online advertisements and other printed matter, the following declaration: The Pilgrim Area Collaborative is an equal opportunity employer which subscribes to the fullest extent to the principle of the dignity of all people and of their labors and will take action to ensure that any individual within the collaborative who is responsible for hiring and/or personnel supervision understands that applicants are employed, assigned, and promoted without regard to their race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, marital status, disability, genetic information or ancestry, or past, present or future membership in the uniformed military service of the United States, including the National Guard.

SECTION VII: FINANCE

The financial terms and conditions of membership include the following:

A. Financial Terms:

1. Pilgrim Area Collaborative does not assess membership dues to its member districts.
2. There is no difference in tuition rates or service fees for member or non-member districts.
3. The Board may, by majority vote, apply for and accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.
4. The Collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.
5. All member districts agree to share equally for any liability accrued by the Collaborative (provided such liability is not covered by appropriate insurance of the Collaborative) as a result of any court actions, previous debts, if any, or audits of state and federal grants which result in liability to the Collaborative.
6. As applicable, capital costs shall be included in the budget.
7. The Collaborative shall 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: administration and overhead; rental of real property; program costs; capital expenditures, including fixed assets, real property, or the improvement of real property; debt payments; deposits into a capital reserve; and all additional disclosures required in 50.08(2).

B. Collaborative Fund:

1. The Board shall establish and manage a fund to be called the PAC Collaborative Fund.
2. All monies contributed by the Member Committees and Non-Member Committees, and all other monies, grants, or gifts from the federal government, state government, charitable foundations, private corporations, or any other source, shall be deposited in the PAC Collaborative 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:

Any unexpended general funds, as defined consistent with 603 CMR 50.00, 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(9), 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.
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 in accordance with PAC Board policy, and in accordance with law and regulation.
4. The Board shall determine whether such 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.
5. In the event an amount is to be refunded to the member districts, each member district share will be apportioned in accordance to its student membership in the collaborative for the previous fiscal year. The amount refunded will be issued as a check or a tuition credit as specified by each member district.

E. 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, 603 CMR 50.00, and all other regulations promulgated by the Board of Elementary and Secondary Education and this agreement.
2. Prior to its approval by the Board, the budget shall be discussed at a public meeting of the Board.
3. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
4. 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.
5. Member districts will be assessed tuition charges for individual students from respective member towns and districts based on predetermined total cost of individual programs as set by an approved operating budget divided by the total enrollment for each program. The above total cost will cover all administrative, instructional, other services, maintenance, fixed charges, summer school, and equipment purchases. Provision may be made by vote of the Board for adjusted charges in tuition upon the elimination of programs or increasing or decreasing changes in the enrollment count in respective programs.
6. Fees for services shall be based on the cost of providing collaborative services and shall be approved by the Board of Directors on an annual basis.
7. The Board shall adopt the budget by affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative's budget was first proposed but no later than June 30 of the preceding fiscal year.
8. The Board shall adopt the final budget by affirmative majority vote.

9. The Board may amend the budget throughout the year as fiscal issues dictate.

F. 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 generate and distribute invoices for tuition and services. Tuition will be invoiced based upon the number of scheduled monthly school days for the 180-day program. Services will be invoiced as the service is provided. Payment is due upon receipt of invoices.

G. 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 a majority vote of the Board.
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 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 no later than ten (10) working days following the affirmative vote of the Board.

SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT

The Agreement may be amended from time to time in accordance with the following procedures.

- A. Any member district, appointed representative, or the Executive Director may propose an amendment to the Collaborative Agreement consistent with DESE guidance outlining the process and timelines.
- 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 twenty (20) working days prior to a meeting of the Board at which it shall first be discussed. No less than three (3) working days prior to the Board meeting at which the amendment is first discussed, the Executive Director shall cause copies thereof to be first submitted the proposed amendment to DESE for preliminary review. Upon the DESE preliminary review, the Executive Director will send to all appointed representatives and the chairs of the member districts together with notice as to the time and place of the first reading of the amendment.
- 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 DESE for initial review.
- D. Following the DESE's review, the Executive Director shall make such changes as the DESE requires.
- E. No less than ten (10) working days prior to the Board meeting at which the revised amendment will be discussed, the Executive Director shall cause copies thereof to be sent to all appointed representatives and the

chairs of the member districts together with notice as to the time and place of the second reading of the amendment.

- F. The proposed amendment shall be read a second time at the regular meeting subsequent to the DESE review, at which time, in order to be approved, there must be a majority vote of the Board in favor of the amendment. 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.
- G. 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 50.00 to the Commissioner of Elementary and Secondary Education/Board of Elementary and Secondary Education for approval.
- H. No amendment to the collaborative agreement shall be effective until approved and authorized by a majority of the member districts and by the Board of Elementary and Secondary Education.

SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBER DISTRICTS

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

- A. At least one hundred eighty (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 minutes that indicates an affirmative vote of the committee/charter school board to seek membership in the Collaborative.
- B. Upon receipt of the prospective member district's notification of intent to join the Collaborative and the minutes, the Board will consider the request.
- C. Upon a majority affirmative vote of the Board, this Agreement shall be amended to add the new member district. This Agreement shall be amended consistent with Section VIII of this Agreement.
- D. An amendment to the Agreement may provide for the deferral of the admission or withdrawal of a new member district until July 1 of the subsequent fiscal year.
- E. The admission of a new member district to the 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 this 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 1st 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. Following the approval for admission to the Collaborative and continuing until the actual date of such admission, the school committee or charter school board may designate a non-voting representative to the Collaborative Board.

SECTION X: PROCEDURE AND TIMELINE FOR WITHDRAWAL OF CURRENT MEMBER DISTRICTS

- A. A member district may withdraw from the Pilgrim Area Collaborative provided that such member district provides written notice to every other member district that is party to this agreement as well as to the Executive Director of the collaborative and the collaborative Board of such intent 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 30th 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 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, the Executive Director shall provide written notification of such intent to the Commissioner of Elementary and Secondary Education.
- D. An amendment to the Collaborative Agreement will be prepared in accordance with Section VIII of this Agreement, to reflect changes in the Agreement caused as a result of the change in membership of the collaborative.
- E. Upon withdrawal, a former member district shall not be entitled to any assets or a portion of any assets of the 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 or charter school Board must fulfill all of its financial obligations and commitments to the Collaborative.
- G. A school committee or charter school Board that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its pro-rata share of any debts, claims, demands, or judgments against the Collaborative, incurred during said school committee's or charter school Board's membership.
- H. 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.
- I. 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. This Agreement may be terminated at the end of any fiscal year by two-thirds majority of the member districts provided that all member districts are given a written notice of the intent to terminate this Agreement at least

twelve (12) months before the end of any such 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 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 and/or charter school Boards of 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 DESE 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.
- 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 multiple member district(s) 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.
 - 6. distribute surplus funds or capital reserve funds to the member districts on a pro rata basis; and
 - 7. 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. Following the affirmative vote of the member districts to terminate the collaborative agreement, the Board shall notify the DESE 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 DESE revoke and/or suspend the approval of the educational Collaborative Agreement, the Board will follow all instructions from the DESE, and Sections XI. E through XI. H, inclusive, shall be implemented to the extent these procedures are consistent with the order of the DESE terminating the Collaborative Agreement.

SECTION XII: INDEMNIFICATION

Neither the Executive Director nor Appointed Representative to the Board, herein Appointed Representative, shall be liable to the Collaborative or to any member district, herein member, 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 misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative or its members.

Neither the Executive Director nor any Appointed Representative or any member shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind or, 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 of the payment or performance thereof and each Appointed Representative, member or any Executive Director shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if contrary to the provisions here of, such Appointed Representative, Executive Director or member 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 and his legal representatives and each Appointed Representative and his legal representatives and each member and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid to the Collaborative, including judgements, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or proceeding to which such Appointed Representative or Executive Director or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as an Appointed Representative, Executive Director or member, except only liabilities and expenses arising out 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 Representative or Executive Director or member may be entitled as a matter of law or which may be lawfully granted to him/it.

APPROVAL

This Agreement shall take effect on as of July 1st 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 and shall continue in effect until terminated or amended as provided for herein.

This Agreement is hereby authorized by vote of the Member Committees named herein, whose duly appointed representatives have been given authority to affix their signatures hereto on behalf of the respective school committee or charter school board.

The Duxbury School Committee:

Name: _____

Signature: _____

Date: _____

The Kingston School Committee:

Name: _____

Signature: _____

Date: _____

The Middleboro School Committee:

Name: _____

Signature: _____

Date: _____

The Plympton School Committee:

Name: _____

Signature: _____

Date: _____

The Stoughton School Committee:

Name: _____

Signature: _____

Date: _____

The Halifax School Committee:

Name: _____

Signature: _____

Date: _____

The Marshfield School Committee:

Name: _____

Signature: _____

Date: _____

The Plymouth School Committee:

Name: _____

Signature: _____

Date: _____

The Silver Lake School Committee:

Name: _____

Signature: _____

Date: _____

The Whitman-Hanson School Committee:

Name: _____

Signature: _____

Date: _____

This Agreement will take effect upon approval of the Board of Elementary and Secondary Education and upon recommendation of the Commissioner of Elementary and Secondary Education of the Commonwealth of Massachusetts

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

Jeffrey C. Riley, Commissioner
Massachusetts Department of Elementary and Secondary Education

Date

DRAFT