

AGREEMENT
OF
FLLAC EDUCATIONAL COLLABORATIVE

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Section I: Membership

This document constitutes the Collaborative Agreement of the FLLAC Educational Collaborative (FLLAC), herein, the Agreement, 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 Collaborative Agreement shall not be effective until approved by the Massachusetts Board of Elementary and Secondary Education

This Agreement replaces the original Agreement dated 1975, as most recently amended on June 6, 2014, and is entered into by and between the school committees and/or charter school boards listed in Section I (herein, the “member districts”) and will be effective upon the approval of the member districts and of the Board of Elementary and Secondary Education as indicated on the signature page.

The membership of FLLAC, as of the effective date of this Agreement, includes the school committees and/or charter school boards from the following districts, as indicated by the signatures of the chairs of the member districts’ school committees or charter school boards:

1. Ashburnham Westminster Regional School District
2. Ayer Shirley Regional School District
3. Clinton Public Schools
4. Fitchburg Public Schools
5. Gardner Public Schools
6. Leominster Public Schools
7. Lunenburg Public Schools
8. Quabbin Regional School District
9. West Boylston Public Schools
10. Winchendon Public Schools

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

The mission of FLLAC Educational Collaborative is to meet the current and evolving needs of our member school districts.

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 FLLAC Educational Collaborative, (herein “the Collaborative”).

Notwithstanding any other provisions of these articles the Collaborative is organized exclusively for educational purposes and shall not carry on any activities not permitted to be carried on by an entity exempt from federal income tax.

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

FOCUS

The focus of the Collaborative is to develop and provide high quality, cost effective, educationally related programs, professional development and other services that strengthen and enhance the educational offerings of our member districts.

OBJECTIVES

The overall objectives of the Collaborative include, but are not limited to, the following and are subject to the approval of the Board:

- A. To improve the academic achievement of all students in the least restrictive environment.
- B. To develop and offer a variety of quality professional development opportunities to general and special education teachers, paraprofessionals, school administrators and related service providers that are designed to enhance instructional practices.
- C. To provide other educationally related programs, supports and services to our member districts and surrounding communities that are of high quality and cost effective, as directed by the FLLAC Board of Directors (herein “the Board”).

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 public school buildings and other related services for students with disabilities.
- B. High quality professional development programs for general and special educators, paraprofessionals, related service providers, families, school administrators and other appropriate professionals.
- C. 45 Day extended evaluation services to elementary, middle and high school students.
- D. Transportation or the coordination of transportation of students.
- E. Cooperative purchasing efforts as directed by the Board.
- F. Quality consultation, technical assistance and evaluations services to students and staff.
- G. Provision and coordination of related services.
- H. Home tutoring and behavioral (ABA) services.
- I. Family supports.
- J. Other educationally-related programs, services and supports as requested by the Board.

Section IV: Governance

Each school committee and charter school board executing this Agreement shall annually appoint the superintendent of schools or one school committee member/charter school board member to serve as its representative on the Board; these Board Members shall be referred to in this Agreement as “appointed representatives.” An appointee of the Commissioner of the Department of Elementary and Secondary Education, (herein “the Commissioner”), shall be a voting member of the Board. The Collaborative shall be managed by 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.
- 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 executive secretary by a majority vote of the appointed representatives present at the first Board meeting of the year. The executive 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 Advisory Board, 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 times a year and the Board at least once a year.

Section V: Conditions of Membership

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

- A. Each appointed representative on the Board shall be entitled to a vote.
- B. Administrative dues 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 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 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 toward a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The School Committee of a district with a vacant seat on the Board shall be notified by the Board and a hearing will be provided before the Board, if requested.
- E. 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.
- F. No appointed representative shall receive an additional salary or stipend for his/her service as a Board member.
- G. 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

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 thereto, including but not limited to the following:

- A. It is the function and responsibility of the Board to formulate policy for the Collaborative, to hire all staff, 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 Board shall be vested with the authority to enter into agreements with member districts, non-member districts and other Collaboratives to establish mutually beneficial programs and services or pricing arrangements.
- C. The Board shall be responsible 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.
- D. The Board shall hire all employees of the 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 and appointed representatives of member districts and employees shall be public employees subject to M.G.L. c. 268A.
- E. The Board shall hire an Executive Director to oversee and manage the operations of the Collaborative, a business manager or an employee with responsibilities similar to those of a town accountant to oversee the Collaborative's finances, at least one registered nurse to support the Collaborative's 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 among the Executive Director, treasurer, and business manager, and that these employees shall not serve as a member 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.
- F. The Board shall select an Executive Director who shall manage the Collaborative on a day to day basis with responsibilities which include, but are not limited, to supervision of employees, implementation of the Board's policies and such other powers and responsibilities as determined by the Board. The Executive Director, with the approval of the Board, may contract for services and supplies. The Board shall annually evaluate the Executive Director's performance and effectiveness.
- G. The Executive Director shall notify each appointed representative of the times of the Board meetings in advance of such meetings. Notices of Board meetings shall be posted in Member Districts' municipal and district offices and/or school

committee offices 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 and sent to the appointed representatives of the Board. Subsequent to a vote to approve the minutes by the Board, the minutes will be posted on the Collaborative's website.

- H. The Board shall appoint a Business Manager to be known as the Director of Business Services, who shall be subject to M.G.L. Chapter 41, Sec. 52 and have powers and responsibilities, similar to those of a town accountant and consistent with 603 CMR 50.00 and the board approved job description. The Board shall annually evaluate the Director of Business Services' performance and effectiveness. The Director of Business Services may not be the Treasurer of the Collaborative.
- I. 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 MGL c. 40, § 4E and 603 CMR 50.00. The Board shall annually evaluate the treasurer's performance and effectiveness. No Collaborative employee or appointed representative to the Board may be the treasurer.
- J. The Board shall ensure that no employee of the Collaborative is employed at any related for-profit or non-profit organization.
- K. 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. The Board shall develop by-laws as the Board deems appropriate.
- L. 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, consistent with the requirements of M.G.L. c. 40, § 4E and 603 CMR 50.00.
- M. 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.
- N. 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 advertisements and other printed matter, the following declaration: The FLLAC Educational Collaborative does not discriminate on the basis of race, sex, color, gender identity, religion, national origin, disability or sexual orientation and ensures that all students have equal rights of access and equal enjoyment of the opportunities, advantages, privileges and courses of studies. The FLLAC Collaborative is an equal opportunity employer.

Section VII: Finance

A. Financial Terms:

1. Each member district shall contribute an agreed upon sum on an annual basis for the support of the Collaborative to be known as membership dues. Such sum shall be contributed on the basis of \$2,500 per three thousand student population of each individual system, or the major portion thereof. The student population for each individual district will be determined in the following manner: Effective starting with fiscal year 2009, the student population count and subsequent FLLAC membership dues will be based upon each district's average student population for the previous three (3) years, as reflected on the October 1 count submitted to the Department.
2. The membership dues will offset the total administrative cost of the Collaborative.
3. An administrative fee of 15% will be charged to non-member districts for services rendered by the Collaborative to be used to offset administrative and program costs. The Board may waive, increase or decrease the percentage of the administrative fee charged to non-member districts when doing so is determined to be in the best interest of the Collaborative.
4. 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.
5. The Collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.
6. Tuitions, as established by the Board, will be charged to districts on a per-pupil cost basis for programs and services as established. The per pupil cost, tuition per program are subject to increase or decrease as determined by the total number of pupils enrolled in each program.
7. Hourly rates for specialized services to districts (i.e., Assistive Technology, BCBA, Orientation and Mobility Services) are determined using the following formula: Position costs are calculated including salary, fringe, and overhead costs for unemployment insurance, liability insurance, worker compensation and administrative costs. Total billable hours are calculated based on past use, along with the total number of direct service hours required to recover costs, and incorporate travel time between districts. The total costs are divided by the total possible billable hours to determine an hourly rate for contract services. Rates for services that are purchased per diem are calculated based on position costs at the percent of the position purchased plus an administrative fee. Rates are approved by the Board through the budget process.
8. As applicable, capital costs shall be included in the budget and each member district shall be charged a proportional share.

B. Collaborative Fund:

1. The Board shall establish and manage a fund to be known as the *FLLAC Collaborative Fund*. The FLLAC Collaborative Fund shall be the depository of all monies paid by the member districts and non-member districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such

monies shall be paid directly to the Collaborative Board and deposited in the Fund.

2. The treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the Collaborative without further appropriation.
3. All payments must be approved by the Board.
4. The Treasurer, with the approval of the Board, 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 approved 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 (5)(a), at the end of the fiscal year plus any previous year's surplus funds, as determined through financial statements approved by the Board after the yearly audit, 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.
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 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 based on a weighted average of all costs paid by each district of the collaborative for the previous three-year period based on audited financial statements.

E. Annual Budget Preparation and Assessment of Costs

1. Development of the Collaborative Budget: The Board shall annually determine the Collaborative's 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.
 - a. By April 30 of each year, the Board shall propose a budget for the upcoming fiscal year. The Board shall identify the programs or services to be offered by the Collaborative in the upcoming fiscal year and the corresponding costs.
 - b. The proposed budget shall contain all planned financial activity for the upcoming fiscal year.
 - c. 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.
 - d. The proposed budget shall include the methodology used to determine tuition prices for member and non-member pupils as well as the methodology to determine fees for services and membership dues based on the cost of providing Collaborative programs.
2. Prior to its approval by the Board, the budget shall be discussed at a public meeting of the Board, and notice shall be provided to each member district ten (10) working days before the date of the Board meeting.
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's budget was first proposed but no later than June 30 of the preceding fiscal year.

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 submit invoices, in advance, to member districts and non-member districts for tuitions, purchased services, non-member tuition fees and membership fees as agreed to by the Board, but no less than quarterly.
3. Fees for all other contracted services such as professional development and therapy evaluations shall be paid within thirty (30) days of service delivery.
4. All invoices are due within 30 days of the date of the invoice.
5. Payment made to the Collaborative shall be reflected in the monthly budget to actual statements sent to the Board. The Board Chair will be notified by

the Executive Director of invoices that have not been paid within thirty (30) days. Invoices not paid after sixty (60) days shall be discussed by the full Board at the next regularly scheduled Board meeting and the Board shall take such steps as it deems necessary to insure timely payment.

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 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 no earlier than thirty (30) working days after the Board meeting at which the amendment was first proposed; adoption shall require a majority vote.
 - c. The treasurer shall certify and transmit the amended tuition rates, membership dues and fees for services to each member district not later than ten (10) working days following the affirmative vote of the Board.
4. The Board has the authority to reduce tuition rates, membership dues, non-member surcharges 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 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 accepted parliamentary procedures pertaining to new business.
- 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 ten (10) working days prior to the Board meeting at which the amendment is first 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 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 Department for initial review.
- D. Following the Department's review, the Executive Director shall make such changes as the Department 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 next subsequent to the Department 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 this 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 for Admitting New Member Districts

A school district, through its school committee, or charter school board, may become a member of the 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 for Withdrawal of a Member District

- A. A member district may withdraw from the Collaborative as of July 1st in any year provided that such member district provides written notice to every other member district that is party to this Agreement, as well as to the Executive Director of the Collaborative and the Board, of such intent at least 180 days before the end of such fiscal year, and provided that the 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 must provide written notification of such intent to the Commissioner of Elementary and Secondary Education.
- D. If a member school committee withdraws from the Collaborative all procedures related to amending the agreement must be followed as stated in Section VIII of the Agreement, including the approval of the amended agreement by member districts and the Board of Education.
- 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, based on the number of member districts at the time of withdrawal, of any debts, claims, demands, or judgments against the Collaborative, incurred during said school committee's or charter school board's membership.
- H. Upon withdrawal, the withdrawing district will be reimbursed any funds prepaid to the Collaborative by the member district for tuition or services under M.G.L. c. 40, § 4E.
- I. The withdrawal of any member district(s) at any time shall not affect the status of this Agreement, and the same shall remain in full force and effect until specifically changed or amended by the Board consistent with Section VIII of this Agreement.
- J. If, after the withdrawal of a member district(s), less than two (2) member districts remain, the Board will initiate termination proceedings as provided in Section XI.

Section XI: Procedure for Termination of the Collaborative

- A. A member district may request that the Board initiate proceedings to terminate this 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 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. This Agreement shall only be terminated at the end of a fiscal year.
- D. This Agreement shall be terminated at the end of any fiscal year following votes in favor of termination by two-thirds (2/3) of the member district school committees.
- E. Following the affirmative votes of the member districts to terminate this 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.
- G. Prior to termination, the Board shall:
 - 1. determine the fair market value of all assets of the Collaborative, including, but not limited to, real estate, capital property, equipment and supplies owned by the Collaborative;
 - 2. determine the process for the appropriate disposition of federal/state funds.
 - 3. identify the member district responsible for maintaining all fiscal records of the Collaborative;
 - 4. identify the member district(s) responsible for maintaining student, employee and program records of the Collaborative;
 - 5. notify non-member districts of the termination of the Collaborative and return student records to all non-member districts in compliance with all applicable regulations.
 - 6. determine the means of meeting all liabilities (debts and obligations) of the Collaborative, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts.
 - 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 based on the number of member districts at the time of termination.
- 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 this 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 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 for the payment or performance thereof and each Appointed Representative, member and any Executive Director shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary to the provisions hereof, such 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 judgments, 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 of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative as finally adjudged in such action or, in the event of settlement or termination of such action without final adjudication, as determined by independent counsel for the Collaborative. Said right of indemnification shall be in addition to any other rights to which such Appointed Representative or Executive Director or member may be entitled as a matter of law or which may be lawfully granted to him/it.

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 member districts' school committees whose chairpersons have signed below.

DISTRICT	SIGNATURE	PRINTED NAME
Ashburnham Westminster RSD	_____	_____
Ayer Shirley RSD	_____	_____
Clinton SD	_____	_____
Fitchburg SD	_____	_____
Gardner SD	_____	_____
Leominster SD	_____	_____
Lunenburg SD	_____	_____
Quabbin RSD	_____	_____
West Boylston SD	_____	_____
Winchendon SD	_____	_____

Commissioner of Elementary and Secondary Education:

Date: