



Massachusetts Department of Elementary and Secondary Education

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Mitchell D. Chester, Ed.D.
Commissioner

November 15, 2011

Cathy Cummins, Executive Director
Assabet Valley Collaborative
57 Orchard Street
Marlborough, MA 01752

Dear Ms. Cummins:

I am pleased to approve your most recent amendment to the collaborative agreement. The revised agreement language provides general updates to the 1988 agreement by adding a nondiscrimination clause and clarifying the authority and composition of the board of directors, the scope of services, the financial terms of membership and the method by which a new member may be added or an existing member withdraw from the collaborative. The agreement also adds the school committee of Millbury to the collaborative membership.

Department staff has reviewed this amendment and has found that the amendment is in compliance with Chapter 40, Section 4E. —

Please inform your Board of Directors of this approval and of our continued support of your collaborative efforts to supplement and strengthen member district programs. Good luck in all your future collaborative endeavors.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mitchell D. Chester".

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

c: Superintendent Susan Hitchcock
Debra Comfort
Christine M. Lynch

AGREEMENT
OF
THE
ASSABET VALLEY COLLABORATIVE

AUGUST 27, 1987 (original)

July 1, 2011 (Amended)

This document constitutes the Collaborative Agreement of the Assabet Valley Collaborative which is established and exists pursuant to the provisions of Section 4E of Chapter 40 of the General Laws of the Commonwealth of Massachusetts, and acts amendatory thereof as they may from time to time be enacted by the legislature.

The School Committees of Marlborough, Southborough, Northborough, Algonquin Regional School District, Assabet Valley Regional Vocational School District, Westborough, Hudson, Berlin, Boylston, Tahanto Regional School District, Shrewsbury, Nashoba Regional School District, Maynard, and Millbury acting for and on behalf of their city, town or regional school district, currently form the Assabet Valley Collaborative hereinafter called the Collaborative. Said School Committees are hereinafter called members.

PURPOSE

The purpose of this Agreement is to jointly conduct programs and/or services which shall complement and strengthen member school committees and increase educational opportunities for children ages 3-22. Services include, but are not limited to, the following:

- specialized education programs for students ages 3-22
- services provided to students aged 3-22 (transportation, therapy, counseling, supports)
- joint/cooperative or volume purchasing according to Chapter 30B as well as joint/cooperative purchasing through intergovernmental agreements
- services delivered to member school community staff - including training, professional development, consultation, or other service
- development of partnerships with community and state agencies to enhance support to member district communities
- joint-initiatives including inter-district projects, research, task forces, etc.
- joint hiring or job sharing for low incidence personnel
- application for grants or other sources of funding for programs that may include state agencies, community-based partners, institutions of higher education, etc.
- application for grants or other sources of funding to operate programs for individuals that complement the mission and vision of the Collaborative

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- A. Each Member school committee shall appoint the Superintendent of Schools to serve as a Director on the Board of Directors of the Assabet Valley Collaborative annually, before September 15 of each school year.
- B. Each Director on the Board will represent their respective school district(s) and will have one (1) vote.
- C. The Executive Director of the Assabet Valley Collaborative shall be a non-voting member of the Board of Directors.
- D. The Board is vested with all authority given it by Chapter 40, Section 4E of the General Laws, and all acts amendatory thereof.
- E. It is the function and responsibility of the Board of Directors to formulate policy for the Assabet Valley Collaborative, appoint the Executive Director and Treasurer, approve the budget and oversee the operation of the Collaborative.
- F. A quorum shall consist of a simple majority of the voting members of the Board.
- G. The Board has the authority to act by a simple majority vote of members present (providing that there is a quorum as established in F (unless otherwise provided in this Agreement.)
- H. The Board of Directors shall adopt or amend by a simple majority vote "Board Policies" which set forth guidelines for the operation of the Collaborative. These will be reviewed annually.
- I. The Board shall, annually organize itself by electing a Chairman and Vice-Chairman as outlined in the "Board Policies." In the absence of the Board Chairman, the Vice-Chairman acts as Chairman. The Collaborative's Executive Director, or designee, will act as Executive Secretary to the Board.
- J. Meetings of the Board of Directors shall be held monthly from September to June, and at additional times if necessary.

K. 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 the planning and implementation of all policies and procedures established by the Board 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.

L. Other committees shall be established by the Board of Directors as the need arises to make recommendations with respect to other services and cooperative efforts.

M. The Board has the authority to lease land, buildings and equipment, to borrow funds, to establish by-laws, and advisory councils, to enter into contracts, and to sue.

N. The Board is vested with the authority to award contracts for goods and services through procurement activities consistent with procurement regulations and legislation.

INDEMNIFICATION

Neither the Executive Director nor any member of the Board shall be liable to the Collaborative or to any Member hereof for any act or omission of the Executive Director or any member of the Board 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 member of the Board or member 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 therefor and resort shall be had exclusively to the Collaborative property for the payment or performance thereof and each member of the Board, member and the 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 provisions hereof, such Board member, 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, 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 Board member and his/her 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 member of the Board, member or Executive Director or his/her/its legal representatives may be made a party or otherwise involved by reason of his/her/its capacity as member of the Board, Executive Director or member, 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 member of the Board or Executive Director or member may be entitled as a matter of law or which may be lawfully granted to him/her/it.

FINANCIAL TERMS

- A. The Collaborative herein agrees to establish an Educational Collaborative Trust Fund known as The Assabet Valley Collaborative Trust Fund which shall be overseen by the Collaborative Board of Directors, but subject to the daily oversight and administration of the Treasurer, Business Manager, if there is one, and the Executive Director. The Trust Fund may be held in various accounts in financial institutions. The Assabet Valley Collaborative Trust Fund shall be the depository for all funds, tuitions, fees for services and/or reimbursements received by the Collaborative from member and non-member municipalities, all grants, or gifts to the Collaborative from the federal government, state government, charitable foundations, private corporations or any other source.
- B. The Board of Directors shall appoint a Treasurer of the Collaborative Trust Fund. No member of the Collaborative Board shall be eligible to serve as Treasurer of the Assabet Valley Collaborative.
- C. A majority vote of the Board shall be required to authorize payment by the Treasurer.
- D. Subject to the direction of the Board of Directors, the Treasurer is authorized to receive and disburse funds of the Assabet Valley Collaborative Trust Fund without further appropriation.
- E. The Treasurer shall annually give bond for the faithful performance of duties in a form and amount approved by the Commonwealth of Massachusetts Department of Revenue, and the Board of Directors of the Assabet Valley Collaborative. Any funds of the Assabet Valley Collaborative Trust Fund not immediately necessary for operations may be invested by the Treasurer, consistent with the provisions and requirements of Section 54 of Chapter 44 of the General Laws.
- F. Compensation for the Treasurer of the Collaborative shall be established by the Board.

- G. A Procurement Officer will be designated to coordinate procurement activities on behalf of the Collaborative and the Members, according to procurement regulations and legislation. Procurement awards require Board approval.
- H. The Administrative Costs of the Collaborative will be distributed (through a cost allocator formula approved by the Board of Directors) across all Collaborative funds, proportionate to the operating budget within each fund. The Administrative costs will be added to the operating budget of each program operated by the Collaborative.
- I. Each Member will be annually assessed an annual membership fee determined annually by a majority vote of the Board of Directors. The membership fee will offset the total Administrative costs.
- J. The fees, tuitions, and rates to be charged to districts for all routine Collaborative services will be set annually by the Board of Directors - including specialized programs for students (tuition), hourly rates for services (therapy, evaluations, consultation, etc), or overhead calculations for services rendered (transportation, professional development, cooperative purchasing, etc.). Fees, tuitions and rates will be calculated through the annual budgeting process for each program, including the Cost allocator noted in Section H, with projections based on past usage.
- K. 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 - i.e. bi-annually for program tuitions, per use for courses/PD, monthly for transportation, etc.
- L. Administrative fees to be charged to non-member districts for services rendered by the Collaborative will be set by the Board of Directors - up to a 15% additional cost. The Board of Directors has the authority to waive 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.
- M. The Board of Directors may enter agreements with nonmember districts or other collaboratives to establish mutually beneficial pricing arrangements.
- N. The Collaborative will submit invoices to Districts for services to be paid within thirty (30 days) of receipt.
- O. The Collaborative will undergo a full, independent audit at least every two (2) years, and generally on an annual basis, - with an auditor's report presented to the Board of Directors for review, acceptance and possible action.

METHOD OF TERMINATION

The Assabet Valley Collaborative may be terminated at the end of any fiscal year by a two-thirds (2/3) majority vote of two-thirds (2/3) of the School Committee members, acting upon the recommendation of two-thirds (2/3) of the Board of Directors. Any Board member may initiate termination proceedings by giving notice to all other members at least twelve (12) months before the end of the current fiscal year. A termination may only take place at the end of a fiscal year. Upon termination of this agreement, a final audit will take place and will be forwarded to all members as well as to the Department of Elementary and Secondary Education. All unencumbered funds held by the Treasurer shall be distributed to the members on a pro-rate basis.* Furthermore, the Collaborative shall determine the fair market value of all equipment and supplies held by any of the members pursuant to this Agreement and shall make a distribution of such equipment and supplies to the members on a pro-rate basis* within sixty (60) days of the termination of the agreement.

Each member school committee will be notified in writing thirty (30) days prior to the effective date of any termination. The notification to each School Committee will be addressed to the Chair Person of each Member School Committee with a request for placement on the agenda at the subsequent School Committee meeting.

The Department of Elementary and Secondary Education will be notified in writing thirty (30) days prior to the effective date of any termination. Notification to the Department of Elementary and Secondary Education will include the following:

- the process for determining the appropriate disposition of federal funds, equipment and supplies
- the location identified for the storage/maintenance of the Collaborative's fiscal records
- the location identified for the storage/maintenance of the Collaborative's student and program records
- the plans for the Member districts to address the needs of students that were being addressed by the Collaborative

* Pro-rata basis will be interpreted to be the percentage of membership for each school committee as outlined in the Administrative Budget for that respective fiscal year.

METHOD OF WITHDRAWAL

Any member school committee may withdraw from the Assabet Valley Collaborative as of June 30 in any year provided that such party gives a written notice to every other party to this Agreement as well as to the Executive Director of the Collaborative and Board of Directors of the Collaborative of such intent at least six (6 months) before the end of such fiscal year. Withdrawal may only take place at the end of a fiscal year.

Written notification of a Member'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 Collaborative's Board of Directors and the Executive Director that the Member School Committee has determined by a two-thirds (2/3) vote to withdraw from the Collaborative with the effective date of withdrawal.

2. A copy of the minutes from the School Committee Meeting in which the Member School Committee voted to withdraw from the Collaborative.

Within thirty (30) days of notification of a Member's intent to withdraw from the Collaborative, the Collaborative Executive Director shall notify in writing the Commissioner of the Department of Elementary and Secondary Education.

Upon withdrawal, no school committee shall be entitled to any assets of the Assabet Valley Collaborative.

The withdrawing School Committee must fulfill all their financial obligations for commitments made to the Collaborative.

Upon withdrawal, the withdrawing district will be reimbursed any funds on account (i.e. unexpended funds available as a result of pre-pay for services, or credit for services, etc.) at the Collaborative following the final audit of that Fiscal Year's financial records.

The withdrawal of a Member is subject to the approval of the Commissioner of the Department of Elementary and Secondary Education.

PROCEDURE FOR ADMITTING

NEW MEMBERS

Any school committee by a two-thirds (2/3) vote of their members may request membership to the Assabet Valley Collaborative at the beginning of any fiscal year through the following process:

1. At least sixty (60) days prior to the beginning of a new fiscal year, the prospective Member Superintendent of Schools shall submit notification to the Chair of the Collaborative's Board of Directors and the Executive Director of the Collaborative of the Prospective Member School Committee's intent to join the Assabet Valley Collaborative
2. Submit a copy of the School Committee minutes that indicate a two-thirds (2/3) vote of the committee to seek membership at Assabet Valley Collaborative.
3. Upon receipt of the Prospective Member's notification of intent to join the Collaborative, the Assabet Valley Collaborative Board of Directors will consider the request.
4. Upon a two-thirds (2/3) vote of the Assabet Valley Collaborative Board of Directors, the Agreement will be amended to add the new member.
5. The amended Collaborative agreement will be submitted to the member school committees for a vote to approve the amended agreement. Approval of a majority of the member school committees is sufficient.
6. Upon accepting the new member for membership to Assabet Valley Collaborative, the Executive Director will notify the Commissioner of the Department of Elementary and Secondary Education .
7. The admission of a new member will require the approval of the Commissioner of the Department of Elementary and Secondary Education.
8. Upon approval of the Commissioner of the Department of Elementary and Secondary Education to admit the new member, each Member school committee (including the new member school committee) will receive notification of the addition.
9. The new Member's School Committee will appoint the Superintendent of Schools to represent the new district on the Assabet Valley Collaborative Board of Directors through a formal School Committee vote.
10. The Superintendent of Schools of the New Member will authorize agreement to the terms of the current Collaborative Agreement.

PROCEDURE FOR AMENDING AGREEMENT

The Collaborative Agreement of the Assabet Valley Collaborative may be amended from time to time as the need may be, pursuant to the following procedure:

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.

The proposed amendment shall be presented in writing to the Executive Director of the Collaborative or the Chair of the Board of Directors no less than ten (10) days prior to a meeting of the Board of Directors at which it shall first be read.

Within ten (10) days following the first reading of any proposed amendment the Executive Secretary shall cause copies thereof to be sent to all members of the Board of Directors and the School Committee Chairs together with notice as to the time and place of the second reading and vote thereon.

The proposed amendment shall be read a second time at the regular meeting next subsequent to its first reading, at which time, in order to be approved, there must be a two-thirds (2/3) majority vote of the Board of Directors in favor of the amendment.

Once the Board of Directors has approved the amendment, then the revised Collaborative agreement shall be forwarded to the member school committees for the approval of the various member school committees. Once a majority of the member school committee has approved the amended agreement, it will be forwarded to the Commissioner of Education.

Following the second reading and approval of any proposed amendment as set out in the 4th and 5th paragraphs, the amended agreement will be submitted to the Commissioner of Education. Upon his/her approval, the amendment shall become effective.

NON-DISCRIMINATION PRACTICES

The Assabet Valley Collaborative does not discriminate on the basis of race, sex, color, religion, age, disability, sexual orientation and national or ethnic origin in the administration of its policies, administrative policies, scholarship or loan programs, athletic and other organizational activities or employment.

This Agreement shall take effect on the date written above, subject to the approval by the Commissioner of Education and shall continue indefinitely. The Agreement is authorized by a vote of the members and signed by the members designated representatives.

First Reading: April 29, 2011

Second Reading: May 27, 2011

Approved by Board of Directors: May 27, 2011

Approved by Member School Committees:

Assabet Valley Regional Vocational School District: June 7, 2011

Berlin Public Schools : June 2, 2011

Berlin-Boylston Public Schools: June 8, 2011

Boylston Public Schools: June 15, 2011

Hudson Public Schools: June 14, 2011

Maynard: June 9, 2011

Millbury: June 7, 2011

Nashoba Regional School District: June 9, 2011

Northborough Public Schools: June 15, 2011

Northborough-Southborough Public Schools: June 15, 2011

Shrewsbury Public Schools: June 8, 2011

Southborough Public Schools: June 15, 2011

Westborough Public Schools: June 1, 2011

Marlborough Public Schools: June 14 (tabled)

Signatures:

Mary J. Mawdsich
Assabet Valley Regional Vocational School District

3/8/12
Date

Michael M. Dubois
The Public Schools of Berlin and Boylston

12-8-2011
Date

James R. Ryan
Hudson Public Schools

12-8-11
Date

Christy Lynn
Marlborough Public Schools

4-24-12
Date

Susan P. Hitchcock
Millbury Public Schools

12/8/11
Date

Robert J. Leonard, Jr.
Maynard Public Schools

12/8/2011
Date

Michael D. Wood
Nashoba Regional School District

12-8-2011
Date

Charles E. Johnson
The Public Schools of Northborough and Southborough

12-8-2011
Date

Joseph M. Fung
Shrewsbury Public Schools

12/8/11
Date

Marianne O'Connor
Westborough Public Schools

12-8-11
Date

Approved by the Commissioner of the Department of Elementary and Secondary Education:

White Duck
Commissioner

11-15-11
Date