

VALLEY COLLABORATIVE
Amended and Restated Articles of Agreement



Approved by the Board of Directors of the
Valley Collaborative (MSEC) on June 13,
2013

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PREAMBLE

This agreement constitutes the amended and restated Articles of Agreement (the “Collaborative Agreement”) of the Valley Collaborative (the “Collaborative”) which is established and exists pursuant to Massachusetts General Laws, Chapter 40, Section 4E, as amended from time to time, and 603 CMR 50.00. This Collaborative Agreement and any subsequent amendments hereto, shall not take effect until approved by the school committees of the Collaborative’s member districts and the Massachusetts Board of Elementary and Secondary Education, upon recommendation by the Commissioner of the Department of Elementary and Secondary Education (“DESE”). This Collaborative Agreement amends and restates the Collaborative Articles of Agreement dated July 1, 2007 entered into by the certain school committees listed in Article I (the “member districts”).

ARTICLE I

Membership

The membership of the Collaborative, as of the effective date of this Collaborative Agreement, includes the school committees from the following member districts, as memorialized by the signatures of the chairs of the school committees:

- School Committee for Billerica Public Schools
- School Committee for Chelmsford Public Schools
- School Committee for Dracut Public Schools
- School Committee for Groton-Dunstable Regional School District
- School Committee for Nashoba Valley Technical School
- School Committee for North Middlesex Regional School District
- School Committee for Tewksbury Public Schools

- School Committee for Tyngsborough Public Schools
- School Committee for Westford Public Schools

ARTICLE II

Mission, Objectives, Focus, and Purpose

The mission of the Collaborative is to conduct educational programs and/or services for member districts in a cost-effective manner and to increase educational opportunities and to improve educational outcomes for its students. The purpose of the Collaborative is to provide high quality intensive educational, therapeutic and transitional programs and related services to individuals with disabilities referred by member districts, non-member districts and social service agencies, including both children and adults, and to provide professional development to educators. The focus of the Collaborative is the provision of special education, transitional, occupational, and therapeutic programs and services in the least restrictive environment and comprehensive professional development within the local communities of the member districts. The overall objectives of the Collaborative include improving the academic achievement and/or occupational skills of students and individuals with disabilities in the least restrictive environment through high quality programs and services; offering a variety of high quality professional development opportunities to general and special education teachers and related service providers; and offering its programs and services in a cost-effective manner.

ARTICLE III

Programs and Services Offered

The Collaborative offers the following programs and services, which complement and augment the educational programs and services of the member districts in a cost-effective manner:

- Day school placements and other programs and services, including educational, therapeutic, transitional, and occupational programs and services for students and individuals with disabilities.
- Professional development programs for general and special educators.
- Other appropriate services and programs as may be established and approved by the Board of Directors of the Collaborative, as permitted by Massachusetts General Laws Chapter 40, Section 4E.

ARTICLE IV

Governance and Powers and Duties of the Board of Directors

1. The Board of Directors of the Collaborative (the “Board”) shall consist of one representative from each member district. Each member district shall annually appoint either a member of its school committee or its superintendent of schools as its appointed representative on the Board. Each Board Member shall have one (1) vote with respect to matters before the Board. No such appointed Board Member may serve on the board of directors or as an officer or employee of a related for-profit or non-profit organization. No Board Member shall receive an additional salary or stipend for his or her service to the Collaborative. The Board also shall consist of an appointee by the DESE Commissioner, who shall serve as a voting Board Member and who shall be entitled to one (1) vote with respect to matters before the Board. No employee of the Collaborative may serve as a Board Member, and no Board Member shall be eligible to serve concurrently as the Executive Director or Treasurer of the Collaborative, or the

Collaborative's business manager or employee with responsibilities similar to those of a town accountant.

2. The Board shall be responsible for providing fiduciary and management oversight and accountability over the operation and management of the Collaborative. The Board shall have all the powers and duties conferred and imposed upon educational collaborative boards by law, including without limitation those powers and duties conferred and imposed upon the Collaborative and the Board by this Collaborative Agreement, Massachusetts General Laws Chapter 40, Section 4E, 603 CMR 50.00, and all acts and regulations amendatory thereof. The Board is responsible for the establishment and maintenance of policies and procedures to support the effective and economical operation of the Collaborative and to oversee the operation of the Collaborative to the end that the educational needs of the students enrolled in its programs are met in a cost-effective way. In addition to other requirements of law, at a minimum, the Board shall develop and maintain policies relative to personnel, students, finance and internal controls, and health and nursing. The policies and procedures formulated or adopted by the Board shall comply with the pertinent policies and guidelines of the DESE, as amended. The Board shall review the effectiveness of its policies and procedures from time to time to ensure currency and appropriateness. The Board shall also establish a process to provide to member district school committees, students, parents, guardians, and the general public all information required by law and regulation.

3. The Collaborative, acting by and through the Board, may adopt by-laws consistent with law and with this Collaborative Agreement to govern the day to day operation or other appropriate matters of the Collaborative. If a particular matter is not covered by such a

document, if any, then any such matter will be handled as the Board deems appropriate by a majority vote of the Board Members unless otherwise provided in this Collaborative Agreement.

4. The Board shall meet no less than six (6) times during each school year, and shall conduct all such additional meetings as are appropriate to carry out the purpose and objectives of the Collaborative. Prior to the commencement of any school year, the Board shall post its regularly scheduled meetings for such school year on the Collaborative's website. Special or emergency meetings may be held upon request, which shall be called by the Board's Chairperson. Public notice shall be given of the date, time, and location of all Board meetings, accurate records of every Board meeting shall be kept, and all meetings of the Board shall be held in compliance with the Massachusetts Open Meeting Law.

5. A quorum of the Board shall consist of a majority of the voting Board Members, and the Board may act by a simple majority vote of the Board Members present unless otherwise provided in this Collaborative Agreement. The vote of each Board Member shall have equal weight.

6. The Board shall, annually during the final meeting of the school year, organize itself by electing a Chairperson and any other Board positions deemed appropriate by the Board. The Chairperson, with the majority vote of the Board, may appoint such committees and subcommittees of the Board as will facilitate its duties and responsibilities.

7. The Board shall hire or appoint an Executive Director, to serve under its general direction, to manage and supervise the Collaborative, oversee the day to day operation of its programs and services, and implement the policies of the Board. The Executive Director shall have the authority granted by Massachusetts General Laws Chapter 40, Section 4E. The Board shall annually evaluate the Executive Director's effectiveness in implementing the programs,

policies, and goals of the Collaborative. The Executive Director shall not serve concurrently (i) as a Board Member or the Treasurer of the Collaborative, (ii) as the Collaborative's business manager or employee with responsibilities similar to those of a town accountant, or (iii) as a board member, officer, or employee of any related for-profit or non-profit organization.

8. The Board shall hire or appoint a business manager or employee with responsibilities similar to those of a town accountant who shall be subject to Massachusetts General Laws Chapter 41, Section 52. The business manager or employee with responsibilities similar to those of a town accountant may not serve concurrently as a Board Member, the Treasurer, or the Executive Director of the Collaborative. The Board shall annually evaluate the performance and effectiveness of its business manager or employee with responsibilities similar to those of a town accountant.

9. The Board shall hire or appoint a Treasurer. The Treasurer shall be responsible for the oversight and certification of all receipts and disbursements related to the Collaborative's funds, and shall perform such duties as are required by the Board and authorized by Massachusetts General Laws Chapter 40, Section 4E and its regulations, and any amendments thereof. The Treasurer shall not serve concurrently as a Board Member, the Executive Director, or the Collaborative's business manager or employee with responsibilities similar to those of a town accountant. The Treasurer shall be compensated in such amount as to be set from time to time by the Board. The Treasurer shall give bond annually for the faithful performance of his or her duties in a form and amount approved by the Commonwealth of Massachusetts Department of Revenue and the Board. The Board may hire or appoint a treasurer of a member district city, town or regional school district to serve as its Treasurer. The Board shall annually evaluate the Treasurer's performance and effectiveness.

10. The Board shall hire or appoint one or more registered nurse(s) as a school nurse and shall provide such nurses with the proper facilities to ensure that the health needs of the Collaborative students are met.

11. The Collaborative shall be considered a government entity and public employer and the Collaborative, by and through its Board of Directors, may employ or appoint such other qualified personnel as may be required to fulfill its duties and responsibilities and the Collaborative's mission, purpose, and objectives, subject to the requirements of Massachusetts General Laws Chapter 40, Section 4E and its regulations, and any amendments thereof. Collaborative employees shall be considered public employees subject to all applicable laws, including without limitation Massachusetts General Laws, Chapter 268A.

12. The Board shall ensure that an annual report is prepared for each fiscal year, which shall, upon approval of such report by the Board, and no later than January 1, be submitted to the DESE Commissioner and the chair of the school committee of each member district. The Collaborative's annual report shall be made available to the public on the Collaborative's website and in hard copy to the public upon a request consistent with the Massachusetts Public Records Law.

13. The Board shall ensure that annual financial statements are prepared, including (a) a statement of net assets; (b) a statement of activities; (c) a governmental funds balance sheet; (d) a governmental funds statement of revenues, expenditures, and changes in fund balance; (e) a general fund statement of revenues, expenditures and changes in fund balance; (f) a statement of fiduciary net assets; (g) a statement of changes in fiduciary fund net assets; and (h) a capital plan identifying current capital obligations or future planned capital projects.

14. The Board shall ensure that an independent audit of the Collaborative is completed annually in accordance with 603 CMR 50.08, and upon approval by the Board, and no later than January 1, submit the audit report for the preceding fiscal year to the chair of the school committee of each member district, the DESE Commissioner, and the Massachusetts Office of the State Auditor.

15. The Board shall ensure that the Collaborative adopts and maintains 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 DESE Commissioner and the Commissioner of Revenue. The Collaborative's financial accounting system shall delineate, at a minimum: (a) administration and overhead; (b) rental of real property; (c) program costs; (d) capital expenditures, including fixed assets, real property or the improvement of real property; (e) debt payments; (f) deposits into a capital reserve; and (g) all additional disclosures required in 630 CMR 50.08(2).

16. The Collaborative, acting by and through the Board, may, subject to Massachusetts General Laws, Chapter 30B, enter into contracts for the purchase of supplies, materials, and services and for the purchase or leasing of land, buildings, and equipment as deemed appropriate by the Board.

17. The Board shall ensure that the Collaborative establishes and maintains a website, which shall include, among other things: (a) a list of the appointed representatives on the Board; (b) copies of the approved and released minutes of the open meetings held by the Board; (c) a copy of this Collaborative Agreement and any amendments; (d) a copy of its annual report and independent audit report; and (e) contact information for key Collaborative personnel.

ARTICLE V

Responsibilities of Individual Board Members

1. Each member district shall annually appoint either a member of its school committee or its superintendent of schools to be its appointed representative on the Board. Prior to the first regularly scheduled Collaborative Board meeting of the school year, each member district shall deliver to the Collaborative an executed appointment letter confirming the identity of its appointed representative and the date(s) of such appointment.

2. Each Board Member shall attend and complete training required by the DESE, as set forth in Massachusetts General Laws, Chapter 40, Section 4E and 603 CMR 50.05. Should a Board Member fail to complete the required training within the timelines set by law and regulations, the Board Member shall automatically become an inactive Board Member, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The Board Member shall become an active member and voting rights shall be reinstated once the appointed representative completes the required training and provides certificates of proof thereof. A Board Member may meet one or more of the training requirements through an alternative means by providing a description of the training and a certification of completion, which upon determination by the DESE, may satisfy certain training requirements.

3. Each Board Member shall be an active and engaged voting Board Member. All Board Members shall attend scheduled meetings and fulfill all duties required of the Board by law and this Collaborative Agreement. Each Board Member is expected to attend every Board meeting. When a Board Member has missed one-half (1/2) of the Board meetings within a fiscal year, the Chairperson of the Board shall inform the chair of the Board Member's appointing

member district of the absences. A Board Member who misses more than two-thirds (2/3) of the Board meetings within a fiscal year will no longer be considered an appointed representative Board Member, in which case, 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 Board Member. When a Board 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.

4. As appointed representatives of their respective member districts, each Board Member shall be responsible for providing the following information to his or her respective member district: (a) quarterly information and updates to the school committee on the programs and services provided by the Collaborative; (b) quarterly financial information of the Collaborative; (c) a copy of this Collaborative Agreement and any amendments; (d) a copy of the annual budget and tuition rates; (e) a copy of the annual report and financial audit; (f) notification of applications for real estate mortgages; (g) a copy of any capital plan approved by the Board; and (h) any additional information as may be requested by a vote of the school committee of the member district.

5. No Board Member shall delegate his or her duties or powers or send a representative in his or her place as a voting Board Member and no member district shall delegate the rights, responsibilities, or duties of its appointed representative Board Member to any other individual, unless the member district is replacing the appointed representative Board Member with that individual.

ARTICLE VI

Indemnification

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

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

The Executive Director and his or her legal representatives and each Board Member and his or her 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 the Executive Director or such Board Member or his or her legal representatives may be made a party or otherwise involved by reason of his or her capacity as the Executive Director or a Board Member, except only liabilities and expenses arising out of

his or her 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 the Executive Director or such Board Member may be entitled as a matter of law or which may be lawfully granted to him or her.

ARTICLE VII

Finance

1. The Collaborative's fiscal year shall commence on July 1 and end on June 30 of the following year. All funds of the Collaborative shall be deposited into and shall comprise the Valley Collaborative Fund (the "Collaborative Fund"). All monies paid by the member and non-member districts and social agencies, and all grants or donations from the federal government, state government, charitable foundations, private corporations, or any other source shall be paid to the Board and deposited into the Collaborative Fund. The Treasurer of the Collaborative, subject to the direction of the Board, shall have the authority to receive and disburse funds without further appropriation.

2. Revenues of the Collaborative shall be derived from the following sources:

- A. Program Tuition: The costs of the Collaborative's programs, as determined by the Executive Director and approved by the Board, shall be assessed to the member and non-member districts based on the combined cost of providing such programs to the Collaborative's students and the number of students enrolled in the Collaborative's programs from the respective member and non-member districts. A non-member surcharge may be assessed to a non-member district based on each student enrolled from such non-member district, at the recommendation of the Executive Director, and by an annual vote of the Board.
- B. Fees for Services. The Collaborative may charge a fee, as determined by the Executive Director and approved by the Board, for contracted services to be provided by the Collaborative.

C. Donations, Grants, and Contributions: The Executive Director may, with the approval of the Board, from time to time accept donations, grants or contributions from governmental and private sources, whether in cash or in kind, which will further the purpose of the Collaborative.

3. The Board shall approve on or before December 15 the program tuition rates and fees-for-services for the next fiscal year beginning on July 1.

4. Annual Budget, Assessment of Costs, and Payment of Tuition and Fees

The Board shall annually determine the Collaborative budget consistent with the timelines, terms, and requirements set forth in Massachusetts General Laws, Chapter 40, Section 4E, regulations promulgated by the DESE, and this Collaborative Agreement. The Board shall propose a budget for the upcoming fiscal year by December 15 of the preceding fiscal year. The proposed budget shall identify all of the programs and services to be offered by the Collaborative and the corresponding costs, and contain all planned financial activity for the upcoming fiscal year. Expenditures from grant funds, the Collaborative Fund, and other funds not designated as general funds that by law may be expended by the Board without further appropriation shall be segregated in the budget. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments and deposits to capital reserve.

The proposed budget shall include the methodology used to determine tuition rates and fees-for-services to be paid by member and non-member districts, which shall be based on the combined cost of providing such programs and services. A non-member surcharge may be assessed on non-member districts based on each student enrolled from a non-member district, at the recommendation of the Executive Director, and by an annual vote of the Board. Tuition costs and fees-for-services shall be paid by member and non-member districts on a monthly basis as invoiced by the Collaborative.

The proposed budget shall be discussed at a public meeting of the Board and notice shall be provided to each member district at least fourteen (14) calendar days before the date of the Board meeting at which the proposed budget will be discussed. The Board shall adopt the final budget by an affirmative majority vote at a subsequent meeting no earlier than ten (10) business days following the Board meeting at which the budget was first proposed. The Treasurer shall certify and transmit the budget and tuition rates and fees-for-services for the upcoming fiscal year to each member district no later than February 1 of the preceding fiscal year.

All budget amendments after certification and transmission by the Treasurer shall be proposed at a public meeting of the Board, and must be approved by a majority vote of the Board to take effect. Any amendment to the budget that results in an increase in tuitions rates or fees-for-services must (a) be provided to the member districts within thirty (30) calendar days of the public meeting of the Board at which such amendment is first proposed; (b) voted on by the Board at a public meeting of the Board not more than fourteen (14) calendar days after the Board meeting at which such amended was first proposed; and (c) certified and transmitted by the Treasurer to the member districts within thirty (30) calendar days following the effective date of such amendment. The Board has the authority to reduce tuition rates and fees-for-services to member and non-member districts when doing so is determined to be in the best interest of the Collaborative.

5. Borrowing, Loans, and Mortgages

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. All borrowing, loans, and mortgages shall be discussed at a public meeting of the Board. 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. The Board shall determine, at a public meeting, through a majority vote, that the terms related to borrowing, loans, and mortgages are (a) cost-effective; (b) necessary to carry out the purpose and objectives for which the Collaborative is established; (c) in the best interests of the Collaborative and its member districts; (d) consistent with this Collaborative Agreement; and (e) consistent with standard lending practices. When the borrowing or short or long-term agreements or mortgages are for the approved acquisition or improvement of real property, the Board shall (a) provide notice to each member district within thirty (30) calendar days of applying for real estate mortgages; and (b) discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the Board at which the final vote is taken.

6. Surplus Funds

At the end of the fiscal year, unexpended general funds, as defined by 603 CMR 50.07, plus any previous year's remaining surplus funds, as determined through the Collaborative's financial statements, will be considered cumulative surplus funds. On an annual basis, the Board shall, upon review of the Collaborative's audit results for the previous fiscal year, determine by a majority vote the final dollar amount of cumulative surplus funds. Surplus funds 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 Massachusetts General Laws, Chapter 32B, Section 20, or any amounts prepaid for tuition or services in accordance with Massachusetts General Laws, Chapter 40, Section 4E. As set forth in 603 CMR 50.07(9), in no event shall cumulative surplus funds exceed twenty-five percent (25%) of the previous fiscal year's general expenditures from the Collaborative Fund.

Cumulative surplus funds may, at the discretion of the Board, be retained and carried forward in subsequent budget cycles to fund its operations or may be distributed to member districts. The Board shall vote annually to determine whether cumulative surplus funds will be retained by the Collaborative or whether all or some percentage of such funds will be distributed to the member districts or credited to support programs and services offered to member districts. In the event an amount of cumulative surplus funds is to be distributed or credited to the member districts, each member district's share will be apportioned in accordance to its tuition payments to the Collaborative for the previous fiscal year.

7. Capital Reserve Fund

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

ARTICLE VIII

Procedure for Termination of the Collaborative

A member district may request that the Board initiate proceedings to terminate the Collaborative by giving notice to all other member districts and the Executive Director at least nine (9) months prior to the end of the fiscal year. Within thirty (30) calendar days of such request, the Board shall meet to discuss the request to terminate the Collaborative and determine necessary steps with respect to such proposed termination. A majority vote of the Collaborative Board is required to terminate the Collaborative, which termination shall only be effective at the end of the fiscal year during which such vote is taken. Any vote to terminate the Collaborative must be taken by the Board no less than one hundred eighty (180) calendar days prior to end of the fiscal year in which such vote is taken. Following an affirmative vote by the Board to terminate the Collaborative, the Executive Director shall, within thirty (30) calendar days of such vote, provide written notice of such termination to the member districts and non-member districts served by the Collaborative, as well as the DESE. Upon termination of the Collaborative, its unencumbered net liabilities and assets, including cumulative surplus funds, capital assets and reserve funds, equipment, materials and supplies shall be distributed to member districts on a pro-rata basis, based on average enrollment for the preceding three (3) years of the member districts in the Collaborative's programs and services. Prior to the effective termination of the Collaborative, the Board shall have a final independent financial audit of the Collaborative prepared, including an accounting of assets and liabilities, a copy of which shall be made available to each member district.

Upon a vote to terminate the Collaborative, the Board shall prepare a closing plan to be shared with each member district, which also shall be submitted to the DESE. The closing plan documents shall include without limitation:

1. A process for determining the appropriate disposition of federal/state funds, equipment, and supplies.
2. Identification of the member district(s) responsible for maintaining all fiscal records upon termination of the Collaborative.
3. Identification of the member district(s) responsible for maintaining student, employee, and program records upon termination of the Collaborative.
4. The plans of the member districts to accommodate the programs and services formerly provided by the Collaborative.
5. A process for determining the appropriate disposition of all assets of the Collaborative, including capital property owned by the Collaborative.
6. A process for meeting all liabilities of the Collaborative, including obligations for post-employment benefits.
7. Copies of the minutes of the meetings of the Board and the member districts' recording of the vote to terminate the Collaborative.
8. The effective date of the termination.
9. A copy of the final independent financial audit of the Collaborative, including an accounting of assets and liabilities of the Collaborative and the disposition of same.

In the event that the Collaborative receives notice from the DESE of its intent to revoke its approval of this Collaborative Agreement, the Collaborative shall initiate the process of the termination of the Collaborative.

ARTICLE IX

Procedure for Withdrawal of Member Districts

A member district may withdraw from the Collaborative as of the end of any fiscal year upon a vote of its school committee, provided that such member district school committee provides advance written notice of its intention to withdraw by December 31 of such fiscal year, with an effective withdrawal date of June 30, and provided that all approvals for such withdrawal, including the approval of the Board and the Massachusetts Board of Elementary and

Secondary Education, have been obtained by April 30 of such fiscal year. Written notification of a member district's intent to withdraw from the Collaborative shall include (a) notification addressed to the Chairperson of the Board and the Executive director that the member district has voted to withdraw from the Collaborative as of June 30 of the fiscal year, and (b) a copy of the minutes from the school committee meeting in which the member district voted to withdraw from the Collaborative.

Within thirty (30) days of notification of a member district's intent to withdraw from the Collaborative, an amendment shall be prepared to reflect such withdrawal. This Collaborative Agreement shall then be amended to reflect such withdrawal, subject to and in accordance with Article XI.

Upon withdrawal from the Collaborative, a former member district shall not be entitled to any assets or portion of assets of the Collaborative, including any capital assets, reserve funds, equipment, materials and supplies; provided, however, that within sixty (60) calendar days after the annual independent financial audit of the Collaborative is submitted to and approved by the Board for the fiscal year at the end of which the withdrawal was effective, the Board shall conduct a vote to determine if cumulative surplus funds, if any, for the fiscal year in which the member district withdrew will be distributed to the withdrawing member district. If approved by a majority vote of the Board, the Collaborative shall distribute to the withdrawing member district a pro-rata share of any such cumulative surplus funds , if any, for programs in which its students enrolled and for which it paid program tuition, based upon the average student enrollment of such member district of the programs of the Collaborative for the preceding three (3) years. A withdrawing member district shall remain responsible for any financial

commitments or obligations to the Collaborative existing as of the end of the fiscal year, as well as the liabilities of the withdrawing member, if any, arising in the course of its membership.

The withdrawal of any member district at any time shall not affect the status of the Collaborative under Massachusetts General Laws, Chapter 40, Section 4E, except that, if after the withdrawal of a member district, less than two member districts remain, the Board shall initiate termination proceedings as set forth in Article VIII.

ARTICLE X

Procedure for Admitting New Member Districts

A school committee for any town, city, or regional school district may seek membership of the Collaborative through a majority vote of such school committee. Notice of request for admission to the Collaborative must be received by the Executive Director or the Board's Chairperson no later than December 31 of the fiscal year preceding the fiscal year for which such school committee seeks admission. Upon receipt of the prospective school committee's notification, the Board will consider the request at its next regularly scheduled Board meeting. Upon a majority affirmative vote by the Board to admit any new school committee, this Collaborative Agreement shall be amended subject to and in accordance with Article XI to reflect said school committee as a member district of the Collaborative.

New member districts shall be effectively admitted as of July 1 of the fiscal year provided that all required approvals, including that of the Board and the Massachusetts Board of Elementary and Secondary Education, are obtained by April 30 of the fiscal year prior to the fiscal year in which the new member is to be admitted to the Collaborative. The authorizing votes of the Collaborative Board may provide for the deferral of said admission until July 1st of the subsequent fiscal year. Following approval for admission to the Collaborative and

continuing until the actual date of admission, an incoming member district may designate a non-voting representative to the Board.

ARTICLE XI

Procedure for Amending this Collaborative Agreement

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

1. Any member district, Board Member, or the Executive Director may propose an amendment to this Collaborative Agreement.
2. The proposed amendment shall be presented in writing to the Executive Director and the Chairperson of the Board no less than thirty (30) calendar days prior to a scheduled meeting of the Board at which it shall first be discussed. No less than ten (10) business days prior to the Board meeting at which the amendment is to be first discussed, the Executive Director shall cause copies thereof to be sent to all Board Members and the chairs of the school committees of the member districts, together with notice as to the time and place of the first reading of the proposed amendment.
3. Following the first reading of any proposed amendment and any changes as requested by the Board, the Executive Director shall, upon approval of the Board, submit the proposed amendment to the DESE for initial review.
4. Following the initial review by the DESE, the Executive Director shall make such changes, if any, to the proposed amendment as the DESE requires.
5. No less than ten (10) business days prior to the next scheduled Board meeting at which the proposed amendment is to be discussed a second time, the Executive Director shall cause copies thereof to be sent to all Board Members and the chairs of the school committees of the member districts, together with notice as to the time and place of the second reading of the proposed amendment.
6. The proposed amendment shall be read a second time at the next scheduled Board 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 Collaborative Agreement shall be submitted by the Chairperson of the Board and the Executive Director to the chairs of the school committees of the member districts for a vote to approve the amended agreement.
7. If approved by a majority of the member districts, and once the member districts have signed the amended Collaborative Agreement, the Executive Director shall

submit the signed amended Collaborative Agreement, consistent with 603 CMR 50.03, to the Commissioner of the DESE for approval by the Massachusetts Board of Elementary and Secondary Education .

8. The amended Collaborative Agreement shall become effective as of the date of approval by the school committees of the Collaborative's member districts and the Massachusetts Board of Elementary and Secondary Education.

ARTICLE XII

Non-Discrimination

The Valley Collaborative does not discriminate in its programs, activities, facilities, employment, or educational opportunities on the basis of race, color, creed, age, disability, gender, gender identity, religion, national origin, ancestry, sex, sexual orientation, genetic information, or any other protected class, under state or federal law, and does not tolerate any form of discrimination, intimidation, threat, coercion, and/or harassment that insults the dignity of others by interfering with their freedom to learn and work.

**APPROVAL BY THE
MEMBER DISTRICT SCHOOL COMMITTEES**

This Amended and Restated Collaborative Agreement shall take effect upon the date of approval of the Massachusetts Board of Elementary and Secondary Education, as indicated by the signature of the Commissioner of the DESE below, and shall continue until terminated, revoked or amended. This Amended and Restated Collaborative Agreement is authorized by a vote of each of the Member District School Committees, signed by the chair of each Member District School Committee, and signed by the Commissioner of the DESE.

[Remainder of Page Intentionally Left Black – Signature Pages to Follow]

**Billerica Public Schools
School Committee Chairperson**

Date

**Chelmsford Public Schools
School Committee Chairperson**

Date

**Dracut Public Schools
School Committee Chairperson**

Date

**Groton-Dunstable Regional School District
School Committee Chairperson**

Date

**Nashoba Valley Technical School
School Committee Chairperson**

Date

**North Middlesex Regional School District
School Committee Chairperson**

Date

**Tewksbury Public Schools
School Committee Chairperson**

Date

**Tyngsborough Public Schools
School Committee Chairperson**

Date

**Westford Public Schools
School Committee Chairperson**

Date

**Commissioner of the Department of Elementary
and Secondary Education**

Date