

**SOUTHERN WORCESTER COUNTY EDUCATIONAL
COLLABORATIVE (“SWCEC”) AGREEMENT**

I. AUTHORIZATION AND MEMBERSHIP

- A. This document constitutes the Collaborative Agreement (hereinafter the “Agreement”) of the Southern Worcester County Educational Collaborative (hereinafter “SWCEC”), established pursuant to the provisions of M.G.L. c. 40, §4E and 603 CMR 50.00, as they both are amended from time to time. This Agreement shall not be effective until approved by the Massachusetts Board of Elementary and Secondary Education.
- B. The membership of SWCEC, as of the effective date of this Agreement, includes the school committees (hereinafter “member districts” or “member School Committees”) from the following districts, as indicated by the signatures of the chairs of the School Committees:

Auburn
Dudley-Charlton Regional School District
Grafton
Leicester
Millbury
Northbridge
North Brookfield
Oxford
Quaboag Regional School District
Southbridge
Spencer-East Brookfield Regional School District
Sutton
Tantasqua Regional School District
Brimfield
Brookfield
Holland
Sturbridge
Wales
Uxbridge
Webster

- C. This Agreement replaces the original Agreement entered into by and between the member districts, and all amendments thereto, including as most recently amended in 2012. It will be effective upon the approval of the member districts and the Board of Elementary and Secondary Education, as indicated on the signatory page.

II: MISSION, PURPOSE, FOCUS, AND OBJECTIVES

- A. The mission of SWCEC is to conduct regional educational programs and services for member districts. The education programs and services provided by SWCEC complement and strengthen the school programs of the member districts and increase and improve educational opportunities and outcomes for children and young adults with special needs. SWCEC identifies, analyzes and implements programs and services for individuals with special needs in an efficient, effective, and economical manner.
- B. The purpose of SWCEC is to provide education programs and services to students, ages 3 through 21, with or without disabilities, to provide related services to students, and to provide professional development to educators.
- C. The focus of SWCEC is the creation, implementation, and provision of special education programs and services that meet the identified needs of the member districts.
- D. SWCEC's objective is to offer and provide programs and services, as determined by the Board of Directors (as defined in section IV below), to students in need of alternative programming for both regular and special education populations and to offer quality professional development opportunities to its educators.

III: PROGRAMS AND SERVICES TO BE OFFERED

SWCEC 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. Day school placements and other programs and services for regular education students and students with disabilities;
- B. Professional development programs for general and special educators, and
- C. Other services defined by the Board of Directors (as defined in section IV below) and as permitted by M.G.L. c. 40 §4E.
- D. Non-Member Districts: The programs offered to school age children with special needs may be opened to school age children with special needs from communities which are not parties to this Agreement only if the particular program into which entrance is sought can accommodate the addition of another child without burdening or interfering in any way with the program's operation.

IV: GOVERNANCE

Board of Directors: SWCEC shall be operated by a Board of Directors (hereinafter the "Board"), which is comprised of the Superintendent of Schools of member districts (hereinafter "Board Members"). The Commissioner of Elementary and Secondary Education shall appoint one person to serve as a voting member of the Board. The Board Members shall be responsible for providing information to the member School Committees in accordance with M.G.L. c 40, §4E and 603 CMR 50.04(2)(c). The Board shall establish policies to support the operation of SWCEC, and shall, from time to time, review the policies for their effectiveness and appropriateness. The Board has developed and shall develop/amend policies on personnel, students, finance and internal controls, and health and nursing.

Voting Procedure: Each Board Member shall be entitled to one vote. A quorum for conducting business shall consist of a simple majority of the voting members of the Board. A quorum is not needed to close the meeting. Every action, decision, or vote of the Board, requires a majority of the Board Members who are present and entitled to vote, except that a vote to terminate SWCEC shall be approved in accordance with Section XI of this Agreement.

Vacancy: If a vacancy occurs among the Board Members, the member School Committee for which said vacancy has occurred shall appoint a person from its own membership to serve for the remainder of the term of the original appointee of that School Committee.

V. CONDITIONS OF MEMBERSHIP

- A. Membership assessments to support administrative costs shall be established annually, as described in Section VII of this Agreement.
- B. Each Board Member shall be responsible for providing timely information and updates to its member district on collaborative activities, as outlined in M.G.L. c. 40, §4E and 603 CMR 50.04(2) and for providing other information as required or requested.
- C. Each Board Member is expected to attend every Board meeting. When a Board Member 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 Board Member's 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 a Board Member 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 in this manner, 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.
- D. No Board Member 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.
- E. No Board Member shall receive an additional salary or stipend for his/her service as a Board Member.
- F. No Board Member 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 Board Member to any other individual, unless the member district is replacing the Board Member with that individual.

VI: POWERS AND DUTIES OF THE BOARD AND BOARD MEMBERS

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

- A. The Board has all powers and duties as may be provided by law.

- B. The Board has the authority to create, amend, and repeal all by-laws, policies, and rules and regulations for the management and operation of SWCEC.
- C. The Board shall be vested with the authority to enter into agreements with member and non-member districts and other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
- D. 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 SWCEC;
 - 3. determining the appropriateness and cost-effectiveness of any borrowing, loans, or mortgages consistent with the terms of this Agreement, including the provisions of Section VII.E; and
 - 4. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate.
- E. Each Board Member must attend training required by the Department of Elementary and Secondary Education (hereinafter the "Department") as outlined in M.G.L. c. 40, §4E; 603 CMR 50.05 and 603 CMR 50.12(3). Should a Board Member fail to complete the required training within the timelines set in law and regulations, the member district shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership. The member district shall become an active member and voting rights shall be reinstated once the Board Member completes the training.
- F. The Board shall hire an Executive Director to oversee and manage the operation of SWCEC, a Business Manager or an employee with responsibilities similar to those of a Town Accountant to oversee SWCEC finances, at least one School Nurse to support collaborative programs, and a Treasurer, who shall annually give bond consistent with the requirements of M.G.L. Ch. 40, §4E. The Board shall ensure that there is segregation of duties between the Executive Director, Treasurer, and 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.
- G. The Board has the authority to employ teachers and all other professional and nonprofessional personnel, and to enter into contracts for the services of persons who are necessary for the operation of SWCEC.
- H. The Board, or the Executive Director, as its designee, shall 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.
- I. The Board has the authority to enter into contracts for the purchase of supplies and materials and for the leasing of land, buildings, and equipment as deemed necessary by the Board and which the Board has found to be cost effective and in the best interest of SWCEC and the member districts.
- J. The Board, or the Executive Director, as its designee, shall ensure that no employee of SWCEC is employed at any related for-profit or non-profit organization.
- K. The Board shall ensure that SWCEC completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing

information, reports or documents as the Department deems necessary. The Board shall ensure that annual reports and annual independent audits are filed with appropriate governmental agencies and posted on the collaborative's website, consistent with the requirements of M.G.L. c. 40, §4E and 603 CMR 50.00.

- L. To the extent permitted by M.G.L. Ch. 40, §4E, the Board may delegate such powers and duties to the Executive Director that it maintains under M.G.L. Ch. 40, §4E and this Agreement.

VII: FINANCE

A. General

1. Costs for member districts and non-member districts shall be assessed by July 1 of each year.
2. The Board may establish buy-in fees to be paid by new member districts to reflect capital costs that have previously been incurred by SWCEC and member districts.
3. New member districts will pay a share of existing debt reflective of its student enrollment in the collaborative. Such share will be reflected in the calculation of the annual budget.
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.

B. Apportionment and Payment of Costs

1. Administrative costs and program costs are charged to member districts and non-member districts in the form of tuition assessments on a per pupil per fiscal year basis. The Board shall determine the member district tuition assessments for each program, including summer programs, based on program costs and administrative costs apportioned to each program and the number of enrolled students from each member district in each program.
2. **Administrative costs** are apportioned to each program, including summer programs, based on the costs of the specific program compared to the total cost of all of the SWCEC programs. Administrative costs encompass expenses incurred for central administration and include but are not limited to: supplies and equipment, postage, travel, office rental, utilities, communications, (i.e. telephone and internet services), legal fees, and salaries of the Executive Director, Business Administrator, Treasurer, and Executive Director's Administrative Assistant. Administrative costs also include capital costs that are not program specific, but, instead, relate to central administration.
3. **Program costs** consist of all costs not included as administrative costs, including capital costs that are incurred for a specific program, including summer programs.
4. **Capital costs** are expenses associated with the acquisition, maintenance, and improvement of fixed assets with a unit value of \$5,000 or more and a useful life of at least one year, including real property. These costs will be apportioned in either administrative or program costs depending on the use.

5. If a student from any member district drops out of a program, the member which has paid for the enrollment of that student shall be reimbursed that amount paid for which the student does not make use of the program on a per day basis.
6. The tuition charged to non-member districts shall be equal to the sum paid by member districts for the program on a per pupil per fiscal year basis plus an additional fee on a per pupil per fiscal year basis in an amount to be determined by the Board. Similarly, the fee for services charged to non-member districts shall be equal to the sum paid by member districts on a per pupil hourly basis plus an additional fee on a per pupil hourly basis in an amount to be determined by the Board. In creating the fee charged to non-members, the comparable rates of similar programs will be considered as well as estimated additional staffing levels and needed programmatic and non-programmatic changes. The additional fee shall be used to offset costs of the program from which it was derived. The rates charged to non-member districts shall not exceed comparable costs associated with similar programs in the area. The Board may waive or decrease this fee in the best interest of SWCEC.
7. Each member district shall be charged a membership assessment annually to help support administrative costs. This fee will be determined annually by the Board and an equal amount will be assessed to each district. The fee will be used to offset administrative costs before they are apportioned to each program.
8. The Board shall determine the administrative and program costs and membership dues as of April 1 of each year for the following fiscal year.
9. In determining tuition assessments for the following school year, the number of enrolled students from each member district in each program shall be determined based on actual enrollment figures as of April 1 of each year.
10. **Fiscal Year:** For the purposes of this Agreement, the fiscal year shall run from July 1 to June 30.
11. **Billing:** SWCEC shall submit invoices to member and non-member districts for tuition (administrative and program costs) quarterly and invoices for fees for services monthly. Invoices for annual membership assessments shall be submitted to member districts in July of each year. Invoices shall be paid within 45 days of the date of the invoice.
12. **Prepayment:** SWCEC may submit invoices for prepayment of tuition and districts may pay the invoice on a prepayment basis.
13. **Applicable Period:** All apportionments for administrative and program costs shall be applicable for the fiscal year, July 1 to June 30.
14. **Summer Sessions:** If the Board so elects, it may develop a summer session (from approximately July 1-August 31 of each year) to meet the special needs of school age children eligible for the programs developed pursuant to this Agreement. The tuition charged for the summer session shall be determined by the Board as of April 1 of each year and apportioned on a per pupil basis for each member district. Payment of tuition by each member district shall be due July 1. All revenues and costs associated with summer sessions, including administrative, program, and capital costs, shall be included in the proposed budget as set forth in Section VII.G.

15. **Cost Savings:** All program costs are to be shared on a pro rata per pupil basis of students enrolled in the program. Therefore, no member district will be burdened with the full cost of any program or service. It is primarily in this manner that the member districts will save on costs they otherwise would be expending as an independent body with independent programs and services.

C. SWCEC Fund

There shall be a fund known as the Southern Worcester County Educational Collaborative Fund (hereinafter the "SWCEC Fund") into which all monies for the operation and management of SWCEC shall be deposited. The SWCEC Fund shall be managed by the SWCEC Directors. All monies which are paid by the member districts for the operation and management of the collaborative shall be deposited into the SWCEC Fund. Likewise, all monies, grants, and gifts which the collaborative may receive from any other sources, including non-member districts, the federal government, the state government, charitable foundations, and private corporations shall be deposited into the SWCEC Fund.

The Board shall ensure that annual financial statements, containing the information outlined in 603 CMR 50.07(10), are prepared. In addition, the Board shall ensure that an annual independent audit is conducted of the SWCEC accounts. Such audits will be conducted consistent with 603 CMR 50.08(2), and shall be discussed annually at a public meeting of the Board.

D. Treasurer

The Board shall appoint a Treasurer upon such terms and conditions, including compensation for as his/her services, as the Board may determine. The Treasurer may, but need not necessarily be, a Treasurer of a member town or regional school district. Notwithstanding any provision to the contrary herein, no member of the Board shall be eligible to serve as Treasurer while serving as a Board Member. No SWCEC employee shall be eligible to serve as Treasurer while employed in another position at SWCEC. The Treasurer is authorized, subject to the direction of the Board, to receive and disburse all monies of the SWCEC Fund without further appropriation. The Treasurer shall give bond annually for the faithful performance of his/her duties in accordance with the requirements of M.G.L. c. 40, §4E. The Board may in its discretion pay the Treasurer compensation for services rendered. The Treasurer of SWCEC shall have the authority to make appropriate investments of the monies of the SWCEC Fund in accordance with the provisions of M.G.L. c. 44, §55B.

Certification: 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.

E. Borrowing, Loans, and Mortgages

1. The Board may authorize the borrowing of funds or enter into short- or long-term agreements or mortgages, and acquire or improve real property to support collaborative operations, subject to the following procedures:
 - a. all borrowing, loans, and mortgages shall be discussed at a public meeting of the Board;
 - b. the Board shall investigate options related to borrowing, loans, and mortgages in order to determine that the terms related to any borrowing, loans and mortgages are the most favorable available at the time of the application;
 - c. the Board shall determine, at a public meeting, through a majority vote, that the terms related to borrowing, loans, and mortgages are cost-effective and are the most favorable available at the time of the application; and
 - d. the Board shall determine, at a public meeting, through a majority vote, that the borrowing, loans and mortgages are necessary to carry out the purposes for which the collaborative is established.

2. **In the event that such borrowing loan or mortgage is for the acquisition or improvement of real property:**
 - a. the Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the 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.

F. Funds

1. **General Funds:** All activity for the operation of SWCEC shall be considered general fund activity with the exception of activities relative to grants, gifts, or contracts.
2. **Surplus Funds:** Unexpended general funds, as defined by 603 CMR 50.00, at the end of the fiscal year plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus.
 - a. 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.
 - b. The Board will retain no more than 25 percent in cumulative surplus.
 - c. 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.
 - d. The Board shall determine whether such surplus funds is within the established 25 percent limit, and whether the funds will be retained by

SWCEC or whether all or some portion will be refunded to the member districts.

- e. In the event an amount is to be refunded to the member districts, each member district share will be apportioned in accordance to its student membership in the collaborative for the previous fiscal year.

G. Annual Budget Preparation

1. Development of the Budget: The Board shall annually determine the budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, §4E and regulations promulgated by the Board of Elementary and Secondary Education and this Agreement.
 - a. By April 1 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 annual membership assessments based on the cost of providing collaborative programs as set forth in Section VII.B.
 - e. 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.
2. 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 budget was first proposed but no later than June 30 of the preceding fiscal year.

H. 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 Board Members shall 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 and fees for services to member and non-member districts, when doing so is determined to be in the best interest of SWCEC.

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, Board Member, or the Executive Director may propose an amendment to the Agreement.
- B. The proposed amendment shall be presented in writing to the Executive Director of SWCEC 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 Board Members and the chairs of the School Committee and/or chairs of the Charter School Boards 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 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 Board Members and the chairs of the School Committees and/or chairs of the Charter School Boards 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 chairs of the School Committees and/or chairs of the Charter School Boards of 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, SWCEC shall submit the signed amended agreement in accordance with 603 CMR 50.03 to the Commissioner for approval by the Board of Elementary and Secondary Education.

- H. No amendment to the Agreement shall be effective until approved and authorized by a majority of the member districts and by the Board of Elementary and Secondary Education.
- I. No amendment to the Agreement shall take effect until the beginning of the fiscal year following approval by a majority of all member districts and the Board of Elementary and Secondary Education.

IX: ADMITTING NEW MEMBERS

A school district, through its School Committee, or a charter school, through its Charter School Board, may become a member of SWCEC consistent with the following terms:

- A. At least 180 days prior to the beginning of a new fiscal year, the prospective member district or charter school shall submit to the chair of the Board and the Executive Director of SWCEC notification of intent to join SWCEC and a copy of the School Committee minutes or Charter School Board minutes, that indicates an affirmative vote of the School Committee or Charter School Board to seek membership in SWCEC.
- B. Upon receipt of the prospective member's notification of intent to join SWCEC and the minutes, the Board will consider the request.
- C. Upon a majority affirmative vote of the Board, the Agreement shall be amended to add the new member. The Agreement shall be amended consistent with Section VIII of this Agreement.
- D. The authorizing votes may provide for the deferral of the admission of a new member until July 1 of the subsequent fiscal year.
- E. The admission of a new member to SWCEC shall become effective only after the execution and delivery by the current member districts and the applicant School Committee or Charter School Board of an amendment to the Agreement agreeing to be bound by all the terms and conditions thereof, and approval by the Board of Elementary and Secondary Education.
- F. A member School Committee or Charter School Board may be admitted to SWCEC 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 is to be admitted to SWCEC.

X: WITHDRAWAL OF CURRENT MEMBER DISTRICT(S)

- A. A member district may withdraw from SWCEC 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 SWCEC and the Board of such intent at least 180 days before the end of such fiscal year, and provided that an amendment indicating the new collaborative membership has been prepared and the procedures followed in accordance with Section VIII of this Agreement, approved by a majority of the member districts and approved by the Board of Elementary and Secondary Education 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 SWCEC 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 SWCEC with the effective date of withdrawal; and
 - 2. A copy of the minutes from the School Committee meeting or Charter School Board meeting in which the member district voted to withdraw from SWCEC.
- C. Within thirty (30) days of notification of a member School Committee's or Charter School Board's intent to withdraw from SWCEC, an amendment shall be prepared to reflect changes in the Agreement caused as a result of the change in membership of SWCEC. The amendment shall be submitted to the member districts for approval and to the Commissioner for approval by the Board of Elementary and Secondary Education.
- D. Upon withdrawal, a former member School Committee or Charter School Board shall not be entitled to any assets or a portion of any assets of SWCEC, 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.
- E. The withdrawing School Committee or Charter School Board must fulfill all of its financial obligations and commitments to SWCEC.
- F. A School Committee or Charter School Board that has withdrawn from SWCEC will continue to be liable to SWCEC for its pro-rata share of any debts, claims, demands, or judgments against SWCEC incurred during said School Committee's or Charter School Board's membership. The pro-rata share shall be calculated based on the number of members in SWCEC at the time of withdrawal of the School Committee or Charter School Board with each member being assigned an equal share.
- G. The withdrawal of any member district(s) at any time shall not affect the status of the Agreement and the same shall remain in full force and effect until specifically changed or amended by the Board, in accordance with Section VIII, and approved by the member districts and the Board of Elementary and Secondary Education.

XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT

- 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 sixty (60) days of the request that the Board initiate termination proceedings, the Board shall discuss the request to terminate SWCEC 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 thirty (30) working days of such vote.
- C. The Agreement shall only be terminated at the end of the fiscal year.
- D. The Agreement shall be terminated at the end of any fiscal year following votes in favor of termination by two-thirds (2/3) of the School Committees and/or Charter School Boards of the member districts.

- E. Following the affirmative votes of the member districts to terminate the Agreement, the Executive Director shall inform the member districts and non-member districts who are served by SWCEC 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 Agreement, a final independent audit will take place. Such audit will be completed within ninety (90) days of the date of the termination of SWCEC. A copy of the audit report, including an accounting of assets and liabilities (debts and obligations) of SWCEC and the proposed disposition of same, will be provided to all Board Members and member districts, as well as to the Department.
- G. Prior to termination, the Board shall:
 - 1. determine the fair market value of all assets of SWCEC, including, but not limited to, real estate, capital property, equipment and supplies owned by SWCEC;
 - 2. determine the process for the appropriate disposition of federal/state funds, equipment and supplies;
 - 3. identify the member district(s) responsible for maintaining all fiscal records;
 - 4. identify the member district(s) responsible for maintaining student, employee and program records;
 - 5. determine the means of meeting all liabilities (debts and obligations) of SWCEC, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts.
 - 6. distribute surplus funds or capital reserve funds to the member districts on a pro rata basis according to the average financial participation of the three years previous to termination; and
 - 7. ensure the appropriate disposition of all assets of SWCEC, including any unencumbered funds held by SWCEC, and any capital property and real estate owned by SWCEC. Unless the Board determines otherwise, all assets shall be sold and the monies be distributed to the member districts on a pro rata basis according to the average financial participation of the three years previous to termination.
- H. Following the affirmative vote of the member districts to terminate SWCEC, the Board shall notify the Department of the official termination date of SWCEC, 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 Agreement, the Board will follow all instructions from the Department, and Sections XI. E through XI. H, inclusive, shall be implemented to the extent these procedures are consistent with the order of the Department terminating the Agreement.

Upon termination of SWCEC, its net liabilities and assets, if any, shall be distributed to member School Committees on a pro-rated basis according to the average financial participation of the three years previous to termination.

XII: COMPLIANCE WITH LAWS, REGULATIONS, GUIDELINES

SWCEC shall comply with all laws and regulations of the Commonwealth of Massachusetts as well as all lawful policies and guidelines of the Massachusetts Department of Elementary and Secondary Education which relate to collaboratives.

XIII: INDEMNIFICATION

In the event that SWCEC incurs liabilities or expenses in connection with claims for personal injury or other claims under Chapter 258 of the General Laws (or under other legal authority of similar effect), the provisions of this section shall apply.

SWCEC shall indemnify and hold harmless its employees in connection with such liabilities or expenses in accordance with, and to the extent permitted by, Chapter 258.

Neither the Executive Director of SWCEC nor any member of the Board shall be liable to SWCEC or to any member district for any act or omission of the Executive Director or any other employee of SWCEC or any member of the Board or be held personally liable in connection with the affairs of SWCEC except only liability arising out of his own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to SWCEC or its member School Committees.

Neither the Executive Director of SWCEC nor any member of the SWCEC Board, or member district shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, against or with respect to SWCEC or arising out of any action taken or omitted for or on behalf of SWCEC and SWCEC shall be solely liable therefore, and resort shall be had exclusively to SWCEC property for the payment or performance thereof and each member of the SWCEC Board, member of the School Committees and Executive Director of SWCEC shall be entitled to full indemnity and full reimbursement out of SWCEC property, including without limitation, fees and disbursements of counsel.

The Executive Director and his/her legal representative(s), each Board member and his/her legal representative(s) and each member School Committee and its legal representatives shall be indemnified by SWCEC against all liabilities and expenses, exclusive of amounts paid to SWCEC, 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 SWCEC Board, member School Committee or Executive Director or his/its legal representatives may be made a party or otherwise involved by reason of his/its capacity as a member of the Board, or Executive Director, except for those liabilities and expenses arising out of his/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to SWCEC as finally adjudged in such action or, in the event of settlement, determination of counsel for SWCEC. Said right of indemnification shall be in addition to any other rights to which such member of the SWCEC Board or Executive Director or any

other employee of SWCEC or member School Committee may be entitled as a matter of law or which may be lawfully granted to him/it.

The costs of such liabilities or expenses which are not borne by SWCEC's insurance carriers shall be apportioned among, assessed to and paid by the member School Committees that were members of SWCEC at the time of the occurrences giving rise to the liability or expenses, whether or not any such School Committees have thereafter withdrawn from SWCEC, in accordance with the provisions concerning the apportionment, assessment and payment of operating costs applicable at the time of the occurrences giving rise to the liability or expense.

The provisions of this section shall be applicable to such liabilities or expenses, whether incurred in connection with settlement or adverse adjudication of such claims. The Board shall have the authority to settle such claims, in amounts, which exceed applicable insurance coverage, only upon vote of the Board, or by decision of the Executive Director, as its designee.

XIV: NON INTERMINGLING OF FUNDS

No part of the net earnings of SWCEC shall inure to the benefit of any member of the Board, trustee, director, officer of SWCEC, or any private individual (except that reasonable compensation may be paid for services rendered to or for SWCEC by a private individual who is not a board member, trustee, director or officer of SWCEC) and no member of the Board, trustee, or officer shall be entitled to share in the distribution of any of the assets upon dissolution of SWCEC.

XV: NON DISCRIMINATION

SWCEC does not discriminate on the basis of age, race, color, sex, 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 study.

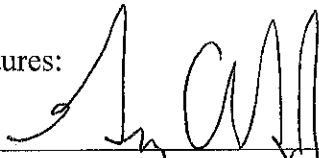
SWCEC is an Equal Opportunity Employer.

XVI. EFFECTIVE DATE

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 member School Committees whose chairpersons have signed below.

Date Approved by Board of Directors: 5-9-14
Dates Approved by Member School Committees:

Signatures:



CHAIRPERSON OF MEMBER DISTRICT
George Scobie, Auburn Public Schools

8/27/14
Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Signatures:

Pauline J. Aucovin
CHAIRPERSON OF MEMBER DISTRICT

Dudley-Charlton Date 05/23/2014

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Signatures:

Thomas K. Stoe

CHAIRPERSON OF MEMBER DISTRICT
GRAFTON

9.9.14

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

Date

Signatures:



CHAIRPERSON OF MEMBER DISTRICT

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8/28/14
Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Signatures:

Jennifer B. Nietypski Millbury
CHAIRPERSON OF MEMBER DISTRICT

28 August 2014
Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

Date

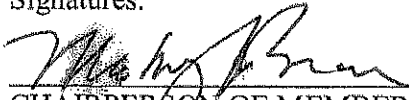
CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Signatures:



CHAIRPERSON OF MEMBER DISTRICT
Northbridge

9/9/14

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Signatures:



CHAIRPERSON OF MEMBER DISTRICT
North Brookfield

9-8-14
Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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Signatures:

CHAIRPERSON OF MEMBER DISTRICT


Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date



CHAIRPERSON OF MEMBER DISTRICT
Oxford

Date
9/08/14

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

Date

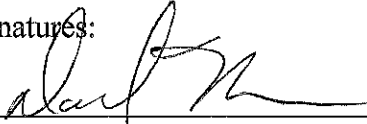
CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Signatures:



CHAIRPERSON OF MEMBER DISTRICT

Guaboag

Date

10/9/14

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Lauren C. McLaughlin
CHAIRPERSON OF MEMBER DISTRICT
Southbridge

8/12/14

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT


Date

Approved by the Board of Elementary and Secondary Education:

COMMISSIONER

Date

Signatures:



CHAIRPERSON OF MEMBER DISTRICT
Spencer - East Brookfield

6/9/14

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Signatures:

 Sutton
CHAIRPERSON OF MEMBER DISTRICT

May 19, 2014
Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Katherine Alexander
CHAIRPERSON OF MEMBER DISTRICT Sturbridge

6/2/2014
Date

Elaine [Signature]
CHAIRPERSON OF MEMBER DISTRICT Holland

6/12/2014
Date

Christine M. Radall
CHAIRPERSON OF MEMBER DISTRICT Wales

7/30/14
Date

James [Signature]
CHAIRPERSON OF MEMBER DISTRICT Brimfield

8/26/14
Date

Brian A. [Signature]
CHAIRPERSON OF MEMBER DISTRICT Brookfield

9/11/14
Date

Paul J. [Signature]
CHAIRPERSON OF MEMBER DISTRICT Tantasqua

6/20/14
Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT


Date

Approved by the Board of Elementary and Secondary Education:

COMMISSIONER

Date

Signatures:



CHAIRPERSON OF MEMBER DISTRICT
Webster

9/11/14
Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

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Date

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Michelle Japarauzky
CHAIRPERSON OF MEMBER DISTRICT
Uxbridge

0/12/14
Date

CHAIRPERSON OF MEMBER DISTRICT

Date

CHAIRPERSON OF MEMBER DISTRICT

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CHAIRPERSON OF MEMBER DISTRICT

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Date

CHAIRPERSON OF MEMBER DISTRICT

Date

Approved by the Board of Elementary and Secondary Education:

Michelle Japarauzky
COMMISSIONER

10-29-14
Date