



Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

Telephone: (781) 338-3000
TTY: N.E.T. Relay 1-800-439-2370

Mitchell D. Chester, Ed.D.
Commissioner

December 11, 2013

Dr. Marguerite Rizzi, Chairperson
Dr. Maureen Gaughan, Executive Director
Pilgrim Area Collaborative
120 Center Street
Pembroke, MA 02359

Re: Amended Collaborative Agreement

Dear Dr. Rizzi and Dr. Gaughan:

On behalf of the Board of Elementary and Secondary Education, I am happy to inform you that I have approved the amended collaborative agreement for the Pilgrim Area Collaborative.

The collaborative agreement was amended as required by recent amendments to M.G.L. c. 40, § 4E and new regulations, 603 C.M.R. 50.00, and in order to approve the withdrawal of the school committees of Carver and Pembroke from the collaborative. Accordingly, the collaborative now consists of the following member school committees: Duxbury, Halifax, Kingston, Marshfield, Middleborough, Plymouth, Plympton, Silver Lake Regional School District, Stoughton, and Whitman-Hanson Regional School District.

Please inform the Collaborative Board of Directors of this approval and request that they inform their member school committees. Please also assure your board of our continued support of your collaborative efforts to supplement and strengthen the programs of your member school committees.

Thank you for your assistance throughout this process. Should you have any questions, please contact Christine Lynch, Director of Regional Governance, at 781-338-6520.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell D. Chester".

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

c: Lance Kennedy, Chairperson, Carver School Committee
Elizabeth A. Sorrell, Superintendent, Carver Public Schools
Patrick Chilcott, Chairperson, Pembroke School Committee
Dr. Frank Hackett, Superintendent, Pembroke Public Schools
Debra M. Comfort, Associate General Counsel
Christine M. Lynch, Director of Regional Governance

**PILGRIM AREA COLLABORATIVE
COLLABORATIVE AGREEMENT**
Pursuant to M.G.L. Chapter 40, Section 4E
June 20, 2013

PREAMBLE/AUTHORIZATION

This document constitutes the Collaborative Agreement of the Pilgrim Area Collaborative established pursuant to the provisions of Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603CMR 50.00. This collaborative agreement shall not be effective until approved by the Massachusetts Board of Elementary and Secondary Education, and the member school committees.

Notwithstanding any other provisions of these articles the Pilgrim Area Collaborative, hereinafter called the Collaborative or PAC, is organized exclusively for educational purposes as specified on 501C(3) of the Internal Revenue Code and shall not carry on any activities not permitted by an entity exempt from federal income tax under Section 501C(3) of the Internal Revenue Code.

No substantial part of the activities of the Collaborative shall be carrying on propaganda or otherwise attempting to influence legislation or participating in or intervening in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

The Pilgrim Area Collaborative does not discriminate on the basis of 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.

The Pilgrim Area Collaborative is an Equal Opportunity Employer.

SECTION I: MEMBERSHIP

This agreement, dated on the signature page of this agreement, replaces the original agreement dated November 2, 1975, as most recently amended on July 1, 2011, entered into by and between the school committees of DUXBURY, HALIFAX, KINGSTON, MARSHFIELD, MIDDLEBOROUGH, PLYMOUTH, PLYMPTON, STOUGHTON, SILVER LAKE REGIONAL SCHOOL DISTRICT and WHITMAN-HANSON REGIONAL SCHOOL DISTRICT. Said school committees hereinafter are called "member districts", and their collaborative representatives are herein called "appointed representatives." This agreement will become effective upon the approval of the member districts and the Board of Elementary and Secondary Education.

SECTION II: PURPOSE, FOCUS, MISSION, AND OBJECTIVE

Purpose

The purpose of this Agreement is to jointly conduct educational programs and/or services for member districts in a cost-effective manner, to increase educational opportunities for children ages 3-22, and to improve educational outcomes for students

Focus

The Pilgrim Area Collaborative (PAC) focus is to provide high quality special education classroom programs, home programs and services, consultation services, professional development, as well as any additional programs and/or services as directed by the Board of Directors to our member and nonmember districts.

Mission Statement

The mission of the Pilgrim Area Collaborative is, in partnership with member districts, to be a resource by providing programs and services that reflect high-quality, research-based, best practices for the ever-evolving needs of the students, families, educators, and communities that we serve.

Objectives

The objectives of the Pilgrim Area Collaborative are to:

- a.) provide special education programs in the least restrictive environment;
- b.) offer quality professional development opportunities to educators;
- c.) offer programs and services in a cost-effective manner.

SECTION III: PROGRAMS AND SERVICES OFFERED

The Pilgrim Area Collaborative will offer:

- a.) special education day programs and services;
- b.) home programs and services;
- c.) professional development;
- d.) any additional programs and/or services voted by the Board of Directors, as permitted by applicable laws and regulations related to educational collaboratives.

SECTION IV: GOVERNANCE

The Collaborative shall be administrated by a Board of Directors, hereinafter referred to as the Board. Each member school committee will appoint through an appropriate vote, one of its school committee members or its superintendent to serve on the Board. An appointee of the Commissioner of Elementary and Secondary Education shall be a voting member of the collaborative board of directors.

- A. The Board shall meet monthly from October to June for a minimum of six meetings per academic year, or more often if necessary, to conduct its business.
- B. A simple majority of the Board represents a quorum and is necessary to conduct business which requires action. Approval of action items will be by simple majority of appointed representatives present, each vote being of equal weight. A quorum is not needed to close the meeting.
- C. All meetings of the Board will be held in compliance with the open meeting law of the Commonwealth of Massachusetts.
- D. The Board shall have authority to employ an Executive Director. The Executive Director will attend all meetings, but shall not be entitled to a vote.

- E. The Board shall annually organize itself by electing a chairperson, vice-chairperson, and secretary by a majority vote of the appointed representatives present. This vote will occur at the final Board meeting of an academic year, unless otherwise specified by a majority vote of the Board. Subcommittees of the Board will be established and shall include but shall not be limited to budget, policy, and personnel subcommittees. Personnel subcommittee appointed representatives will also act as the Board representatives for contract negotiations.
- F. An Operating Committee consisting of member district special education directors shall operate in an advisory manner to the Executive Director and the Board. The Operating Committee may make recommendations to the Executive Director and to the Board of Directors concerning programs and services to be offered by the Collaborative.
- G. The Board will develop *Operating Policies* which will set forth guidelines for the day-to-day operation of the Collaborative, and they shall be binding on all Collaborative Board members.
- H. In addition, the Board shall have the authority to lease necessary space and/or equipment to carry out the functions and purposes of the Collaborative.
- I. The Board shall appoint an independent Treasurer, as long as that person is not also an appointed representative of the Board. The Treasurer shall be authorized, subject to the direction of the Board, to receive and disburse any monies of the collaborative fund, which shall be established consistent with the provisions of Section VII.B, without further appropriation. The Treasurer shall give bond annually, at the expense of the Collaborative, for the faithful performance of his/her duties as Collaborative Treasurer and may be compensated for his/her services. The Treasurer of the education collaborative board of directors may make appropriate investments of the money of the collaborative consistent with section 55B of chapter 44. (See M.G.L. ch. 40, Section 4E(c).

SECTION V: CONDITIONS OF MEMBERSHIP

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

- A. Each appointed representative of the Board shall be entitled to a vote.
- B. Each appointed representative shall be responsible for providing timely information and updates to its appointing member district(s) on collaborative activities, as outlined in M.G.L. c. 40, § 4E and 603 CMR 50.04(2) and for providing other information as required or requested.
- C. Each appointed representative is expected to attend every Board meeting. When an appointed representative has missed one-half (1/2) of the meetings within a fiscal year, the chair of the Board shall inform the chair of the appointing member district of the appointed representative's absences. An appointed representative who misses more than two-thirds (2/3) of the Board meetings within a fiscal year will no longer be considered an appointed representative on the Board. The Board will notify the respective member district school committee that the seat will remain vacant until such time as the member district, by appropriate vote, appoints a new representative.

When a seat becomes vacant, the member district shall automatically become an inactive member of the Board, shall not count towards a quorum, and shall not have voting rights on the Board, but shall continue to have all other rights and obligations of membership.

- D. No appointed representative on the Board shall serve as an appointed representatives 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 appointed representative shall receive an additional salary or stipend for his/her service as a collaborative Board member.
- F. No appointed representative shall delegate his/her powers or send a representative in his/her place as a voting collaborative Board member and no member district shall delegate the rights, responsibilities, or duties of its appointed representative to any other individual, unless the member district is replacing the appointed representative with that individual.

SECTION VI: POWERS AND DUTIES OF THE BOARD AND APPOINTED REPRESENTATIVES TO THE BOARD

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

- A. It is the function and responsibility of the Board to formulate policy for the collaborative, and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. c. 40, § 4E and 603 CMR 50.00.
- B. The Pilgrim Area Collaborative shall be a public entity.
- C. The Board shall be vested with the authority to enter into agreements with member districts, non-member districts, or other collaboratives to establish mutually beneficial programs and services or pricing arrangements.
- D. The Board shall have oversight for:
 - 1. ensuring adherence to this collaborative agreement and progress toward achieving the purposes and objectives set forth in the agreement;
 - 2. determining the cost-effectiveness of programs and services offered by the collaborative;
 - 3. determining the appropriateness and cost-effectiveness of any borrowing, loans, or mortgages; and
 - 4. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate.
- E. The Board has standing to sue and be sued to the same extent as a city, town, or regional school district.

- F. The Board is a public employer and shall hire all employees of the educational collaborative and ensure that all employees possess the necessary and required credentials and approvals, including those required by M.G.L. c. 71, § 38G and 603 CMR 7.00, M.G.L. c. 74 and 603 CMR 4.00, and all acts and regulations amendatory thereof.
- G. The Board shall hire an Executive Director to oversee and manage the operation of the collaborative, a business manager or an employee with responsibilities similar to those of a town accountant to oversee collaborative 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 an appointed representative of the collaborative Board of directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. Ch. 40, § 4E.
- H. The Board shall ensure that no employee of the educational collaborative is employed at any related for-profit or non-profit organization.
- I. The Board shall develop such policies as it deems necessary to support the operation of the collaborative, including, but not limited to, policies relative to personnel, students, finance and internal controls, health and nursing, and any other policies required by state or federal law and regulation. The Board shall review the effectiveness of such policies to ensure currency and appropriateness, and may establish a subcommittee to do so.
- J. The Board shall ensure that the collaborative completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing information, reports or documents as the Department of Elementary and Secondary Education 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.

SECTION VII: FINANCE

The financial terms and conditions of membership include the following:

A. Financial Terms:

1. Pilgrim Area Collaborative does not assess membership dues to its member districts.
2. There is no difference in tuition rates or service fees for member or non-member districts.
3. The collaborative does not currently assess capital costs to its member districts, and the collaborative currently owns no capital assets. Should there be a need for the collaborative to incur an expenditure for capital equipment, the board shall first vote to determine the appropriateness of the expenditure and, upon an affirmative majority vote of the board, the collaborative shall include such costs in the annual budget and apportion such costs to each member school district in the same manner as it now apportions tuition costs.

4. The Board may, by majority vote, apply for and accept gifts, grants, or contributions from governmental and private sources, whether in cash or in kind.
5. The collaborative is subject to M.G.L. c. 30B for the procurement of goods and services.
6. All member districts agree to share equally for any liability accrued by the Collaborative (provided such liability is not covered by appropriate insurance of the Collaborative) as a result of any court actions, previous debts, if any, or audits of state and federal grants which result in liability to the Collaborative.

B. Collaborative Fund:

1. The Board shall establish and manage a fund to be called the PAC collaborative fund.
2. The PAC collaborative fund shall be the depository of all monies paid by the member districts and non-member districts and all grants, gifts, or contracts from the federal government, state government, charitable foundations, private corporations, or any other source; all such monies shall be paid directly to the collaborative Board and deposited in the fund.
3. The treasurer, subject to the direction of the Board, shall receive and disburse all money belonging to the collaborative without further appropriation.
4. All payments must be approved by the Board.
5. The treasurer may make appropriate investments of funds of the collaborative not immediately necessary for operations, consistent with M.G.L. c. 44, § 55B.

C. Borrowing, Loans, and Mortgages:

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

2. In the event that such borrowing, loan or mortgage is for the acquisition or improvement of real property:
 - a. the Board shall discuss its intent to apply for a real estate mortgage at a public meeting of the Board prior to the meeting of the collaborative Board at which the final vote is taken;
 - b. the Board shall provide notice to each member district within thirty (30) calendar days of applying for real estate mortgages; and
 - c. the Board shall approve such action by a majority vote.

D. Surplus Funds:

Any unexpended general funds, as defined consistent with 603 CMR 50.00, at the end of the fiscal year plus any previous year's surplus funds, as determined through the financial statements, will be considered cumulative surplus.

1. The determination of cumulative surplus shall not include funds deposited in a capital reserve as provided for in 603 CMR 50.07(9), funds deposited in trust in accordance with M.G.L. c. 32B, § 20 and any amounts prepaid for services or tuitions in accordance with M.G.L. c. 40, § 4E.
2. The Board will retain no more than 25 percent in cumulative surplus.
3. On an annual basis, after the Board has discussed the audit results of the previous fiscal year, the Board shall approve by majority vote, the final dollar amount of the cumulative surplus in accordance with PAC Board policy, and in accordance with law and regulation.
4. The Board shall determine whether such surplus funds is within the established 25 percent limit and whether the funds will be retained by the collaborative or whether all or some portion will be refunded to the member districts.
6. In the event an amount is to be refunded to the member districts, each member district share will be apportioned in accordance to its student membership in the collaborative for the previous fiscal year. The amount refunded will be issued as a check or a tuition credit as specified by each member district.

E. Annual Budget Preparation and Assessment of Costs:

1. Development of the Collaborative Budget: The Board shall annually determine the collaborative budget consistent with the timelines, terms, and requirements in M.G.L. c. 40, s 4E, regulations promulgated by the Department and this agreement.
 - a. At the June Board meeting 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 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. Member districts will be assessed tuition charges for individual students from respective member towns and districts based on predetermined total cost of individual programs as set by an approved operating budget divided by the total enrollment for each program. The above total cost will cover all administrative, instructional, other services, maintenance, fixed charges, summer school, and equipment purchases. Provision may be made by vote of the Board for adjusted charges in tuition upon the elimination of programs, or increasing or decreasing changes in the enrollment count in respective programs.
 - e. Fees for services shall be based on the cost of providing collaborative services and shall be approved by the Board of Directors on an annual basis.
2. The budget shall be discussed as a first read at a Board meeting prior to the June vote. This meeting will be held no less than 10 working days before the date of the June meeting.
 3. The Board shall adopt the final budget by affirmative majority vote at the June meeting.
 4. The Board may amend the budget throughout the year as fiscal issues dictate.

F. Transmitting the Budget and Payment Terms

1. The treasurer shall certify and transmit the budget and the tuition rates, membership dues and fees for services for the upcoming fiscal year to each member district not later than June 30 of the preceding fiscal year.
2. The Collaborative shall generate and mail invoices for tuition and services. Tuition will be invoiced in 10 equal amounts beginning July through April of each fiscal year. Services will be invoiced as the service is provided. Payment is due upon receipt of invoices.

G. Procedure for Amending the Budget

1. All budget amendments shall be proposed at a public meeting of the Board.
2. Any amendment that does not result in an increase in tuition rates, membership dues or fees for services shall be approved by a majority vote of the Board.
3. Any amendment to the budget that results in an increase in the tuition rates, membership dues or fees for services shall adhere to the following procedures:
 - a. All appointed representatives shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their member districts the content of the proposed amendment.
 - b. All amendments shall be voted on by the Board at a second public meeting of the Board no earlier than thirty (30) working days after the Board meeting at which the amendment was first proposed; adoption shall require a majority vote.
 - c. The treasurer shall certify and transmit the amended tuition rates, membership dues and fees for services to each member district not later than ten (10) working days following the affirmative vote of the Board.

SECTION VIII: PROCEDURE FOR AMENDING THE COLLABORATIVE AGREEMENT

The collaborative agreement may be amended from time to time in accordance with the following procedures. *(Note: In accordance with 603 CMR 50.03(5)(a) a draft collaborative agreement or draft amendment to a collaborative agreement shall be submitted to the Department of Elementary and Secondary Education for initial review, prior to its approval by the member districts.)*

- A. Any member district, appointed representative or the Executive Director may propose an amendment to the collaborative agreement pertaining to new business. Any proposal for amendment may be initiated by a vote of a majority of all present and voting appointed representative(s) of the Board of Directors. The Executive Director shall mail or deliver notice in writing to each member district School Committee that a proposal to amend the Agreement has been made, and shall enclose a copy of such proposal. Each member School Committee shall, at its next regularly scheduled meeting following receipt of such a proposal, vote on whether or not to accept it.
- B. The proposed amendment shall be presented in writing to the Executive Director of the Collaborative and the chair of the Board no less than twenty (20) working days prior to a meeting of the Board at which it shall first be discussed. No less than three (3) working days prior to the Board meeting at which the amendment is first discussed, the Executive Director shall cause copies thereof to be sent to all appointed representatives of the Board and post the meeting notice on the Collaborative web site.
- C. Any proposed amendment shall have two readings by the Board of Directors. At the final reading a majority vote of appointed representatives present, shall determine the final language of the amendment to the collaborative agreement.
- D. The voted agreement will be submitted to each member district for approval at their next scheduled school committee meeting.
- E. Once a majority of all member districts have approved and signed the amended agreement, the collaborative shall submit the signed amended agreement in accordance with 603 CMR 50.00 to the Commissioner of Elementary and Secondary Education/Board of Elementary and Secondary Education for approval.
- F. No amendment to the collaborative agreement shall be effective until approved and authorized by a majority of the member districts and by the Board of Elementary and Secondary Education.

SECTION IX: PROCEDURE AND TIMELINE FOR ADMITTING NEW MEMBER DISTRICTS

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

- A. Any new member district(s) may be admitted to the Collaborative at the start of any fiscal year provided that they apply in writing by the previous January 1 and at least a majority of the total membership of the Collaborative Board approves.

- B. Upon a majority affirmative vote of the Board, the collaborative agreement may be amended to add the new member district. The collaborative agreement shall be amended consistent with Section VIII of this agreement.
- C. The admission of a new member district to the educational collaborative shall become effective only after the execution and delivery by the current member districts and the applicant school committee or charter school Board of an amendment to the collaborative agreement agreeing to be bound by all the terms and conditions thereof, and approval by the Board of Elementary and Secondary Education.
- D. A school committee or charter school Board may be admitted to the collaborative as of July 1st of any fiscal year provided that all required approvals, including that of the Board of Elementary and Secondary Education, are obtained by the preceding April 30th of the fiscal year prior to the fiscal year in which the new member district is to be admitted to the collaborative.

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

- A. A member district may withdraw from the Pilgrim Area Collaborative provided that such member district provides written notice to every other member district that is party to this agreement as well as to the Executive Director of the collaborative and the collaborative Board of such intent at least 180 days before the end of such fiscal year, and provided that the Board of Elementary and Secondary Education has approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur.
- B. Written notification of a member district's intent to withdraw from the collaborative at the end of a fiscal year shall include the following:
 - 1. Notification addressed to the chair of the Board and the Executive Director that the member district has voted to withdraw from the collaborative with the effective date of withdrawal; and
 - 2. A copy of the minutes from the school committee or charter school Board meeting in which the member district voted to withdraw from the collaborative.
- C. Within thirty (30) days of notification of a member district's intent to withdraw from the collaborative, the Executive Director shall provide written notification of such intent to the Commissioner of Elementary and Secondary Education.
- D. An amendment to the Collaborative Agreement will be prepared in accordance with Section VIII of this agreement, to reflect changes in the agreement caused as a result of the change in membership of the collaborative.
- E. Upon withdrawal, a former member district shall not be entitled to any assets or a portion of any assets of the collaborative, including any surplus funds that may have been carried over from prior years and any capital reserve fund that may have been established by the Board.
- F. The withdrawing school committee or charter school Board must fulfill all of its financial obligations and commitments to the collaborative.

- G. A school committee or charter school Board that has withdrawn from the collaborative will continue to be liable to the collaborative for its pro-rata share of any debts, claims, demands, or judgments against the collaborative, incurred during said school committee's or charter school Board's membership.
- H. The withdrawal of any member district(s) at any time shall not affect the status of the collaborative agreement and the same shall remain in full force and effect unless specifically changed or amended by the Board.

If, after the withdrawal of a member district(s), less than two member districts remain, the collaborative Board will initiate termination proceedings as provided in Section XI.

SECTION XI: PROCEDURE FOR TERMINATION OF THE COLLABORATIVE AGREEMENT

- A. This Agreement may be terminated at the end of any fiscal year by two-thirds majority of the member districts provided that all member districts are given a written notice of the intent to terminate this Agreement at least six months before the end of any such fiscal year.
- B. The collaborative agreement shall only be terminated at the end of a fiscal year.
- C. The collaborative agreement shall be terminated at the end of any fiscal year following votes in favor of termination by two-thirds (2/3) of the school committees and/or charter school Boards of member districts
- D. Following the affirmative votes of the member districts to terminate this collaborative agreement, the Executive Director shall inform the member districts and non-member districts who are served by the collaborative and the Department in writing 180 days prior to the effective date of any termination.
- E. Following the affirmative votes of the member districts to terminate the collaborative agreement, a final independent audit will take place and will be provided to all appointed representatives and member districts as well as to the Department, including an accounting of assets and liabilities (debts and obligations) of the collaborative and the proposed disposition of same.
- F. Prior to termination, the Board shall:
 - 1. determine the fair market value of all assets for the collaborative, including, but not limited to, real estate, capital property, equipment and supplies owned by the collaborative;
 - 2. determine the process for the appropriate disposition of federal/state funds.
 - 3. identify the member district responsible for maintaining all fiscal records;
 - 4. identify the multiple member district(s) responsible for maintaining student, employee and program records;
 - 5. determine the means of meeting all liabilities (debts and obligations) of the collaborative, including obligations for post-employment benefits. All liabilities must be met before any monies are distributed to member districts.
 - 6. distribute surplus funds or capital reserve funds to the member districts on a pro rata basis; and
 - 7. ensure the appropriate disposition of all assets of the collaborative, including any unencumbered funds held by the collaborative, and any capital property and real estate owned by the collaborative. Unless the Board determines otherwise, all assets shall be sold and the monies shall be distributed to the member districts on a pro rata basis.

- G. Following the affirmative vote of the member districts to terminate the collaborative agreement, the Board shall notify the Department of the official termination date of the collaborative, and shall submit the documentation required by 603 CMR 50.11 to the Department.
- H. Should the Department revoke and/or suspend the approval of the educational collaborative agreement, the Board will follow all instructions from the Department, and Sections XI. E through XI. H, inclusive, shall be implemented to the extent these procedures are consistent with the order of the Department terminating the collaborative agreement.

This agreement shall take effect on the date of approval by the Board of Elementary and Secondary Education and shall continue indefinitely.

This agreement has been approved by duly authorized votes at public meetings held by the individual school committees and charter school Boards whose chairpersons have signed the attached approval pages.

No agreement or subsequent amendment to the agreement shall take effect unless and until approved and authorized by the Board of Elementary and Secondary Education. M.G.L. c. 40, § 4E.

First reading: February 7, 2013

Second reading: June 20, 2013

Approved by PAC Board of Directors: June 20, 2013



PILGRIM AREA COLLABORATIVE

120 Center Street, Pembroke, MA 02359
Tel: 781-293-6111 Fax: 781-293-9258
Web: www.pilgrimac.org

Maureen Gaughan, Ed.D., Executive Director

Connecting HOME – SCHOOL – COMMUNITY

COLLABORATIVE AGREEMENT

June 20, 2013

This revised Collaborative Agreement is accepted by majority vote of the members of the

DUXBURY School Committee

on the 17 day of September, 2013.

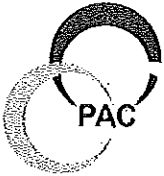
Anne R. Ward

Signature of Committee Chair

Anne R. Ward

Print Name

The MISSION of the Pilgrim Area Collaborative is, in partnership with member districts, to be a resource by providing programs and services that reflect high-quality, researched-based, best practices for the ever-evolving needs of the students, families, educators and communities that we serve.



PILGRIM AREA COLLABORATIVE

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Web: www.pilgrimac.org

Maureen Gaughan, Ed.D., Executive Director

Connecting HOME – SCHOOL – COMMUNITY

COLLABORATIVE AGREEMENT

June 20, 2013

This revised Collaborative Agreement is accepted by majority vote of the members of the

KINGSTON School Committee

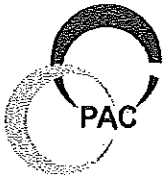
on the 15 day of October, 2013.



Signature of Committee Chair

Joseph L. Chaves

Print Name



PILGRIM AREA COLLABORATIVE

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Tel: 781-293-6111 Fax: 781-293-9258
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Maureen Gaughan, Ed.D., Executive Director

Connecting HOME -- SCHOOL -- COMMUNITY

COLLABORATIVE AGREEMENT June 20, 2013

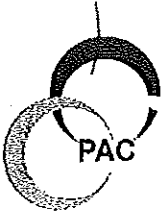
This revised Collaborative Agreement is accepted by majority vote of the members of the

HALIFAX School Committee

on the 10 day of July, 2013.


Signature of Committee Chair

CASSANDRA J. HANSON
Print Name



PILGRIM AREA COLLABORATIVE

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Connecting HOME - SCHOOL - COMMUNITY

COLLABORATIVE AGREEMENT

June 20, 2013

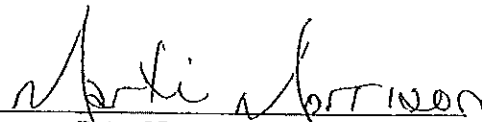
This revised Collaborative Agreement is accepted by majority vote of the members of the

MARSHFIELD School Committee

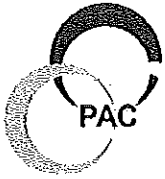
on the 16th day of July, 2013.



Signature of Committee Chair



Print Name



PILGRIM AREA COLLABORATIVE

120 Center Street, Pembroke, MA 02359
Tel: 781-293-6111 Fax: 781-293-9258
Web: www.pilgrimac.org

Maureen Gaughan, Ed.D., Executive Director

Connecting HOME – SCHOOL – COMMUNITY

COLLABORATIVE AGREEMENT

June 20, 2013

This revised Collaborative Agreement is accepted by majority vote of the members of the

MIDDLEBOROUGH School Committee

on the 2nd day of August, 2013.

A handwritten signature in black ink, appearing to read "Sara Mycock Cederholm", written over a horizontal line.

Signature of Committee Chair

Sara Mycock Cederholm

Print Name



PILGRIM AREA COLLABORATIVE

120 Center Street, Pembroke, MA 02359

Tel: 781-293-6111 Fax: 781-293-9258

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Maureen Gaughan, Ed.D., Executive Director

Connecting HOME ~ SCHOOL ~ COMMUNITY

COLLABORATIVE AGREEMENT

June 20, 2013

This revised Collaborative Agreement is accepted by majority vote of the members of the

PLYMOUTH School Committee

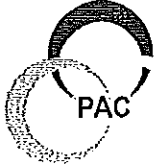
on the 5th day of August, 2013.



Signature of Committee Chair

Dennis Begley

Print Name



PILGRIM AREA COLLABORATIVE

120 Center Street, Pembroke, MA 02359

Tel: 781-293-6111 Fax: 781-293-9258

Web: www.pilgrimac.org

Maureen Gaughan, Ed.D., Executive Director

Connecting HOME -- SCHOOL -- COMMUNITY

COLLABORATIVE AGREEMENT

June 20, 2013

This revised Collaborative Agreement is accepted by majority vote of the members of the

Plympton School Committee

on the 28th day of OCTOBER, 20 13.

Shelly Karparis
Signature of Committee Chair

Shelly Karparis
Print Name



PILGRIM AREA COLLABORATIVE

120 Center Street, Pembroke, MA 02359

Tel: 781-293-6111 Fax: 781-293-9258

Web: www.pilgrimac.org

Maureen Gaughan, Ed.D., Executive Director

Connecting HOME - SCHOOL - COMMUNITY

COLLABORATIVE AGREEMENT

June 20, 2013

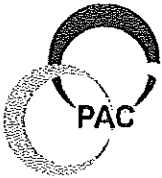
This revised Collaborative Agreement is accepted by majority vote of the members of the

SILVER LAKE REGIONAL School Committee

on the 11th day of July, 202013.


Signature of Committee Chair

CASSANDRA J. HANSON
Print Name



PILGRIM AREA COLLABORATIVE

120 Center Street, Pembroke, MA 02359
Tel: 781-293-6111 Fax: 781-293-9258
Web: www.pilgrimac.org

Maureen Gaughan, Ed.D., Executive Director

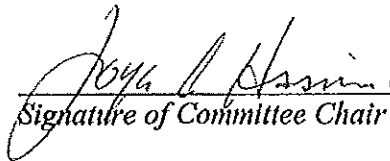
Connecting HOME – SCHOOL – COMMUNITY

COLLABORATIVE AGREEMENT June 20, 2013

This revised Collaborative Agreement is accepted by majority vote of the members of the

STOUGHTON School Committee

on the 9 day of July, 2013.



Signature of Committee Chair

Joyce A. Hussein

Print Name



PILGRIM AREA COLLABORATIVE

120 Center Street, Pembroke, MA 02359

Tel: 781-293-6111 Fax: 781-293-9258

Web: www.pilgrimac.org

Maureen Gaughan, Ed.D., Executive Director

Connecting HOME – SCHOOL – COMMUNITY

COLLABORATIVE AGREEMENT

June 20, 2013

This revised Collaborative Agreement is accepted by majority vote of the members of the

WHITMAN HANSON REGIONAL School Committee

on the 17th day of July, 2013.



Signature of Committee Chair

Robert W. Hayes


Print Name

PILGRIM AREA COLLABORATIVE
COLLABORATIVE AGREEMENT
June 20, 2013

This Collaborative Agreement is accepted by majority vote
of the members of the following member School Committees
(endorsements attached):

DUXBURY
HALIFAX
KINGSTON
MARSHFIELD
MIDDLEBOROUGH
PLYMOUTH
PLYMPTON
SILVER LAKE REGIONAL
STOUGHTON
WHITMAN-HANSON REGIONAL

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



Signature of Commissioner of Education

12-16-13

Date

Approved by the Board of Elementary and Secondary Education:

Chairperson

Date