

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

April 4, 2016

Rosalie O'Connell
Executive Director
CHARMS Collaborative
445 Central Street
Stoughton, MA 02072

Re: Amended Collaborative Agreement

Dear Executive Director O'Connell,

We have received an amendment to the CHARMS Collaborative Agreement, most recently approved on November 18, 2015. The amended agreement provides for the withdrawal of the Milton Public School District from the CHARMS Collaborative and adds language to clarify the conditions of membership.

We have found the amended agreement to be compliant with M.G.L. c. 40, § 4E and 603 C.M.R. 50.00. On behalf of the Board of Elementary and Secondary Education, I therefore, approve the most recent amendment to the CHARMS Collaborative Agreement, effective July 1, 2016 in conformity with 603 C.M.R. 50.03 (4) (b)1.

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 the Office 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: Debra M. Comfort, Associate General Counsel
Christine M. Lynch, Director of Regional Governance

Enclosure



CHARMS COLLABORATIVE

Jones School • 137 Walnut Street • Stoughton, Massachusetts 02072
(781) 344-1463 • Fax: (781) 344-5299

CHARMS Collaborative Agreement

Approved by the Charms Board of Director on June 13, 2014
Approved by Commissioner Chester on November 18, 2015

Agreement of Charms Collaborative

PREAMBLE

This Agreement is entered into, by and among the school committees of Avon, Canton, Holbrook, , Sharon and Stoughton and constitutes the Charms Collaborative Agreement (hereinafter referred to as the *Agreement*) of the Charms Collaborative (hereinafter referred to as the *Collaborative*) established and existing pursuant to the provisions of Chapter 40, Section 4E of the General Laws of the Commonwealth of Massachusetts and acts or amendments thereof as they may from time to time be enacted by the legislature, and 603 CMR 50.00. Charms Collaborative acknowledges that no agreement or subsequent amendment shall take effect unless and until approved by the member school committees and by the Board of Elementary and Secondary Education.

This Agreement replaces the original agreement dated July, 1998, as most recently amended on November 18, 2015, entered into by and between the school committees listed in Section I (herein, the “Member Districts”) and will be effective upon the approval of the Member Districts and the Board of Elementary and Secondary Education as indicated on the signatory page.

SECTION I: Membership

Pursuant to M.G.L. Chapter 40, Section 4E and 603 CMR 50.00, the membership of the Charms Collaborative, as of the effective date of this Agreement, includes the Member Districts from the following, as indicated by the signatures of the Chairs of the school committees:

- A. School Committee for the Avon Public Schools
- B. School Committee for the Canton Public Schools
- C. School Committee for the Holbrook Public Schools
- D. School Committee for the Sharon Public Schools
- E. School Committee of the Stoughton Public Schools

SECTION II: Mission, Purpose, Focus, Goals and Objectives

Mission and Purpose

Pursuant to M.G.L. Chapter 40, Section 4E and 603 CMR 50.00, the mission and purpose of the Collaborative is to jointly conduct and create educational programs and services for Member Districts and neighboring school districts when it is determined that such Collaborative programs and services can:

- Provide effective and efficient programs and services on a regional basis.
- Offer cost-effective options.
- Increase educational opportunities for children ages 3-22.

- Improve educational achievement for students with low-incidence disabilities in the least restrictive environment.
- Nurture community-based opportunities in order to expand independent living skills and support transitions.
- Provide professional development opportunities, staff training and consultation.
- Provide contracted services to school districts in order to promote and strengthen cooperative action on behalf of the students.
- Support parents as part of the Educational Team.

Focus

Pursuant to M.G.L. Chapter 40, Section 4E and 603 CMR 50.00, the focus of the Collaborative is the creation of special education programs and services in the least restrictive environment and comprehensive professional development within local communities of the Member Districts and neighboring school districts.

Goals and Objectives

Pursuant to M.G.L. Chapter 40, Section 4E and 603 CMR 50.00, the overall goals and objectives of the Collaborative include:

1. To provide quality programs to meet the on-going and changing needs of students.
 - a. To administer annual internal evaluations and needs assessments of each program.
 - b. To conduct periodic external reviews/evaluations of current and future programs.
 - c. To provide inclusive, sequential programs with a continuum of educational services and facilities within communities.
 - d. To provide on-going communications with Member and Non-Member Districts regarding collaborative programs in order to support their needs.
2. To create and maintain a stable financial infrastructure.
 - a. To consider increasing Charms membership in order to expand programs.
 - b. To pursue grants and other funding to support identified district needs in a cost-effective manner.
 - c. To provide quality, cost-efficient professional development.
 - d. To provide quality, cost-efficient contracted services to districts.
3. To provide comprehensive professional development opportunities for both Charms and districts.
 - a. To develop and implement a comprehensive assessment process to meet Collaborative and district professional development needs.
 - b. To provide staff training to meet local, state and federal regulations.
 - c. To provide staff development that sustains and enhances present programming within the Collaborative.

4. To support relationships and outreach to staff, parents and community in order to enhance awareness and communications.
 - a. To provide an on-going internal mechanism to increase dialogue and problem solving activities within the Collaborative and community.
 - b. To update the Collaborative website in order to share information and provide immediate access to information in accordance with the laws.
 - c. Increase community awareness and student involvement in the local communities

SECTION III: Programs and Services

Pursuant to M.G.L. Chapter 40, Section 4E and 603 CMR 50.00, the Collaborative shall offer the following programs and services, which will complement the educational programs and services of the Member Districts and neighboring school districts in a cost-effective manner. In addition, the Board may consider and approve other programs and services at the request of the Executive Director and/or Member Districts, consistent with M.G.L. Chapter 40, Section 4E and 603 CMR 50.00.

- A. Special Education day school placements and related services for students with low-incidence disabilities.
- B. Contracted Services
 1. Occupational and Physical Therapies
 2. Vision and Mobility Therapies
 3. Evaluations
 4. Home-Based Support for generalization of skills
 5. Counseling/Behavior Supports
 6. Community-Based Vocational Opportunities
 7. Community-Based Volunteer Opportunities
- C. Professional Development and Consultation
- D. 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

Pursuant to M.G.L. Chapter 40, Section 4E and 603 CMR 50.00, each Member District executing this Collaborative Agreement shall annually appoint the superintendent of schools or one school committee member to serve as its representative on the Collaborative Board of Directors (herein referred to as “appointed representatives”). An appointee of the Commissioner of Elementary and Secondary Education (hereafter referred to as “Commissioner”) shall be a voting member of the Collaborative Board of Directors. The Collaborative shall be managed by this Collaborative Board of Directors; hereinafter referred to as the “Board”.

- A. The Board will hold at least six meetings during the school year from September to June; July and August meetings will be scheduled at the discretion of the Board. Special meetings may be called at the discretion of the Chairperson. The

- Board shall meet at least twice during each year to authorize the programs, personnel and budget for the next fiscal year and accept the financial and evaluation reports for the prior fiscal year.
- B. 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.
 - C. The Board shall adopt the final budget by affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative budget was first proposed but no later than June 30 of the preceding fiscal year.
 - D. A quorum for conducting business shall consist of majority of the appointed representatives of the Board. The Board may act by a simple majority of appointed representatives present and voting, unless otherwise constrained by this Agreement. A quorum is not needed to close the meeting.
 - E. In order to pass any motion, a majority vote of the appointed representatives present will be required, except that a vote to terminate the Collaborative shall be approved in accordance with Section XI.
 - F. The Board shall organize itself annually by electing a Chairperson, Vice-Chairperson and Secretary by a majority vote of the appointed representatives present at the first Board meeting of the year. The Chairperson, by vote of the Board, may appoint such subcommittees or advisory or operating committees of the Board as to facilitate the work of the Board.
 - G. The Collaborative will follow all requirements of M.G.L. Chapter 30A, Sections 18-25, the Open Meeting Law. The Open Meeting Law supports the principle that the democratic process depends on the public having knowledge about the considerations underlying governmental action.
 - H. Approval of meeting minutes shall be by a vote of the appointed representatives at an open meeting.

SECTION V: Conditions of Membership

Pursuant to M.G.L. Chapter 40, Section 4E and 603 CMR 50.00, each Member District shall have the following rights and responsibilities as a member of Charms Collaborative:

- A. Each appointed representative on the Board is entitled to one vote.
- B. Each appointed representative shall be responsible for providing timely information and updates to its appointing Member District on Collaborative activities as outlined in M.G.L. Chapter 40, Section 4E and 603 CMR 50.00 and for providing other information as required or requested.
- C. It is the expectation that the appointed representatives will attend Charms Board meetings. When an appointed representative has missed one-half (1/2) of the meetings within a fiscal year, the Charms chair or vice chair of the Charms Board shall inform the school district chair of the appointing member district of the appointed representatives 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 of the Board. The

Board will notify the respective member district school committee that the seat will remain vacant until such a 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 have no voting rights on the Board, but shall continue to have all the rights and obligations of membership. At any time, the member school committee provides an appointed representative who attends the required meetings; full, active membership will be reinstated.

- D. No appointed representative on the Board shall serve as a member of a board of directors or as an officer or employee of any related for-profit or non-profit organization as defined in M.G.L. Chapter 40, Section 4E as most recently amended.
- E. No appointed representative on the Board shall receive an additional salary or stipend for service as a Board member.
- F. No appointed representative shall delegate powers or send a representative in his or her place as a voting 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.
- G. The appointed representatives will participate in all required trainings provided or approved by the Department of Elementary and Secondary Education (herein "Department") within 60 days of the appointed representative's initial appointment, as indicated in 603 CMR 50.00. Training shall include, but not be limited to, a review of the open meeting law, public records law, conflict of interest law, special education law, the budgetary process and the fiduciary and management oversight responsibilities of the appointed representatives.

SECTION VI: Powers and Duties of the Board and Appointed Representatives to the Board

The Charms Collaborative Board shall manage the Collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability over the operation of the Collaborative. The Board is vested with all authority and responsibilities provided to it by M.G.L. Chapter 40, Section 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, to hire all staff, and to ensure compliance with applicable state and federal laws and regulations, including M.G.L. Chapter 40, Section 4E and 603 CMR 50.00.
- B. The Charms 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 be responsible 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, including provisions of Section VII.C, and
 4. Approving all expenditures, including contracts, borrowing, and the purchases and sale of real estate.
- E. The Board shall have standing to sue or 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 Collaborative and ensure that all employees possess necessary and required credentials and approvals.
- G. The Board shall hire an Executive Director who shall manage the Collaborative on a day to day basis with responsibilities that include, but are not limited to, operational charge of all activities of the Collaborative, overseeing all personnel, and implementing Board policy. The Board may delegate other duties as to the extent permitted by applicable law and regulation.
- H. The Board shall hire a Business Manager with responsibilities similar to those of a town accountant, who, along with the Treasurer, will oversee Collaborative finances. This person shall report to the Board through the Executive Director.
- I. The Board shall hire at least one school nurse to support Collaborative programs.
- J. The Board shall hire, oversee and evaluate a Treasurer who shall annually give bond consistent with the requirements of M.G.L. Chapter 40, Section 4E.
- K. The Board shall ensure that there is segregation of duties between the Executive Director, Business Manager and Treasurer, and that these employees shall not serve as a member of the Collaborative Board or as an officer or employee of any related for-profit or non-profit organization.
- L. The Board shall ensure that an annual report for the preceding fiscal year be prepared, and upon approval by the Collaborative Board and no later than January 1 of each year, shall submit such report to the Commissioner and the chair of each Member District. The annual report will be made available on the Collaborative's website and will be provided to the public upon request.
- M. The Board shall ensure that the Collaborative annually prepares financial statements.
- N. The Board shall ensure that an independent audit is completed annually, and upon approval by the Board and no later than January 1 of each year, shall submit the audit report for the preceding fiscal year to the chair of each Member District, the Commissioner and the State Auditor. The audit will be made available on the Collaborative's website and will be provided to the public upon request.
- O. The Board shall ensure that annual reports, annual independent audits and other required information, reports or documents, are filed with the appropriate governmental agencies and posted to the Collaborative's website, consistent with the requirements of M.G.L. Chapter 40, Section 4E and 603 CMR 50.00.
- P. Charms Collaborative will maintain a website to include, at a minimum:
1. Appointed representatives to the Board;

2. Copies of minutes of open meetings held by Board;
 3. Copy of the Collaborative Agreement and any amendments;
 4. Copy of the Annual Report and Audit; and
 5. Contact information for key Collaborative staff members.
- Q. The Board shall establish an Operating Committee comprised of the Member Districts' Administrators of Special Education. The Operating Committee may advise the Board and Executive Director in fulfilling all policies and procedures established by the Board for special education programs and services as consistent with applicable laws and regulations.

SECTION VII: Finance

A. Financial Terms and Budget Preparation

Pursuant to 603 CMR 50.00, all funds supporting the Collaborative shall be paid to the Board and deposited into the Charms Educational Collaborative Fund. The Collaborative's fiscal year shall commence on July 1. The Collaborative Board shall annually determine the Collaborative budget consistent with the timelines, terms and requirements of the Department and this Agreement.

1. By April 30 of each year, the Board shall propose a budget for the upcoming fiscal year, which shall contain all planned financial activity 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. (Please refer to Sections VII. G. 1-4).
2. 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 (administration, instructional and rental expenses), salary expenditures, (instructional and administration), and fringe expenditures, including all employee benefit expenditures, as applicable.
3. Capital costs are included in tuition prices for each program they are allocated to.
4. Administrative costs shall include, but not be limited to: office expenses, supplies and equipment, travel, office rental, clerical staff salaries, legal retainer, postage, telephone, salaries of the Executive Director and other administrative staff. The Board shall determine administrative costs with such costs to be assessed to Members and Non-Member Districts in accordance with the provisions of this Agreement. Charms Collaborative does not assess membership dues to its Member Districts.
5. Program costs shall include all costs not included in administrative costs as defined in Section VII.A.4.
6. The budget used to determine tuition rates for Member Districts and Non-Member Districts as well as the methodology to determine fees (contracted services and professional development) is based on the cost of providing Collaborative programs as outlined below.

7. The Executive Director and Business Manager shall annually determine the projected expenses, including all program and administrative costs for each Collaborative program and service during the next fiscal year, based on an estimation of enrollment and projected agreements or plans for services. The projected expenses will be the basis as the Board determines the Member and Non-Member District tuition rates.
8. The Executive Director and Business Manager identify the expected revenue from each funding source, which shall include: tuition, fees (contracted services and professional development), grants, and donations based on the current fiscal year (July 1 – June 30).
9. Tuition and contracted service rates for both Member Districts and Non-Member Districts will be determined by the Board based on the expenses and revenue of the current fiscal year and the number of students served. The following year's tuition and contracted service rates will be based on the costs and needed revenue, to support the anticipated number of students. The tuition rates and rates for contracted services for the following fiscal year may reflect a percentage increase over the rates of the current fiscal year in order to balance revenues and expenditures, as determined by the Board.
10. Fees for services beyond contracted services (professional development) will be charged based on the cost of providing the services divided by the number of anticipated users.
11. Non-Member Districts shall be charged an additional percentage, not to exceed 20%, for tuition and contracted services as determined through the budget process. Non-Member Districts do not have a representative on the Board of Directors and therefore have an increased fiscal responsibility. The additional percentage, which makes up the difference in tuition and contracted services costs for Member and Non-Member Districts, is based upon previous fiscal year tuitions and contracted services. The additional percentage may be set in order to support administrative costs, staffing, programmatic fees and overhead. Upon the recommendation of the Executive Director and a vote of the Board, the Collaborative shall establish additional Non-Member District tuition rates and contracted services rates on an annual basis and may waive or decrease the additional charged to Non-Member Districts when doing so is determined to be in the best interest of the Collaborative.
12. The Board shall adopt the final budget by affirmative majority vote at a subsequent meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative budget was first proposed, and no later than June 30 of the preceding fiscal year.
13. The Executive Director, with majority Board vote, may apply for and accept gifts, grants, or any contributions from government and private sources.
14. The Collaborative acting through the Collaborative Board is subject to M.G.L. Chapter 30B for the procurement of goods and services.

B. Collaborative Fund

Pursuant to M.G.L. Chapter 40, Section 4E and 603 CMR 50.00, the Board must establish and manage an educational collaborative fund.

1. The Board shall establish and manage a fund to be known as the Charms Educational Collaborative Fund (herein, “the fund”).
2. The fund shall be the depository of all monies paid by the Member and Non-Member Districts and all grants, gifts or contracts from the federal and state governments, charitable foundations, private corporations, or any other sources; all such monies shall be paid directly to the Collaborative Board and deposited in such 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 the funds of the Collaborative not immediately necessary for operations, consistent with M.G.L. Chapter 44, Section 55 B.

C. Borrowing, Loans and Mortgages

The Board may authorize the borrowing of funds or enter into short- or long-term agreements or mortgages, and acquire or improve real property to support Collaborative operations, subject to the following procedures:

1. All borrowing, loans and mortgages shall be discussed at a public meeting of the Board. The Board shall provide notice to each Member District within 30 calendar days of applying for real estate mortgages;
2. 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 at the time of the application;
3. The Board shall determine, at a public meeting, through 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
4. The Board shall determine, at a public meeting, through majority vote, that the borrowing, loans and mortgages are necessary to carry out the purposes for which the collaborative is established;
5. 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 members 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

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

1. The determination of cumulative surplus shall not include funds deposited in the capital reserve as provided for in 603 CMR 50.00, funds deposited in trust in accordance with M.G.L. Chapter 32B, Section 20 and any amounts prepaid for services or tuitions in accordance with M.G.L. Chapter 40, Section 4E.
2. The Board will retain no more than 25 percent in cumulative surplus, as defined in 603 CMR 50.00.
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 law and regulation.
4. The Board shall determine whether such surplus funds are within the established 25 percent limit and whether the funds will be retained by the Collaborative or whether some portion will be refunded to the Member Districts.
5. Through a majority vote of the Board, surplus funds may be designated in the budget for specific purposes for the Collaborative to build, support and improve programs.
6. Through a majority vote of the Board, surplus funds may be refunded to Member Districts. Each Member District's share will be apportioned in accordance to its fiscal participation in the Collaborative for the previous fiscal year.

E. Capital Reserve

Pursuant to 603 CMR 50.00, the creation of a capital plan and a capital reserve fund shall be approved outside the agreement process. The Board may create a capital reserve fund to support costs associated with acquisitions, maintenance, and improvement of real property, pursuant to a capital plan. In order to create a Capital Reserve Fund:

1. A capital plan must be developed and approved by the Board;
2. Two-thirds (2/3) of the Member Districts must approve the establishment of the capital reserve fund;
3. The request for the approval of the Capital Reserve Fund must state the reason for the reserve and a limit on the balance that may be held in the reserve;
4. Deposits to the capital reserve fund shall be made through the annual budget process; and
5. Expenditures from the capital reserve fund must be authorized by the Board and must be used only for the project or purpose for which the account was established.

F. Transmitting the Budget and Payment Terms

Pursuant to 603 CMR 50.00, the Treasurer must certify and transmit the budget and the tuition rates and fees for services for the upcoming fiscal year to each Member District.

1. The Treasurer must certify and transmit the budget and the tuition rates and fees for contracted services for the upcoming fiscal year to each Member District no later than June 30 of the preceding fiscal year.
2. Contracts for tuition and contracted services shall be provided to Member and Non-Member Districts prior to the start of the school year and/or prior to the start of the contracted service and/or when requested by a district. The contract shall state the tuition and fees associated with the contracted services.
3. The Collaborative shall submit invoices to the Member and Non-Member Districts for contracted services and tuition on a monthly basis, and it shall be the obligation of Members and Non-Member Districts to pay such amounts within thirty (30) days of receipt of such invoice.

G. Amending the Budget

Pursuant to 603 CMR 50.00, the Collaborative shall adhere to the following 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 or any fees for contracted services shall be approved by the Board by a majority vote.
3. Any amendment that does result in an increase in tuition rates or any fees for contracted 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 later than thirty (30) working days after the Board meeting at which the amendment was first proposed; adoption shall require a majority vote; and
 - c. The Treasurer shall certify and transmit the amended tuition rates and fees for contracted services to each Member District not later than ten (10) working days following the affirmative vote of the Board.
4. Any amendment that results in a change to any of the approved line items described in Section VII. A.2. shall be approved by the Board by a majority vote.
5. Through a majority vote, the Board has the authority to reduce tuition rates and fees for contracted services to Member and Non-Member Districts, when doing so is determined to be in the best interest of the Collaborative.

H. Internal Revenue Code

Notwithstanding any other provision of these articles, the Collaborative is organized exclusively for educational purposes, as specified in Section 501(c) (3) of the Internal Revenue Code, and shall not carry on any activities not permitted to be carried on by any entity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code.

No substantial part of the activities of the Collaborative shall be carrying on of 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 any candidate for public office.

SECTION VIII: Procedure for Amending the Collaborative Agreement

Pursuant to 603 CMR 50.00, the Collaborative Agreement may be amended from time to time in accordance with the following procedures:

- A. A proposal for amendment of the Collaborative Agreement may be initiated by any Member District, appointed representative or the Executive Director.
- B. The proposed amendment shall be presented in writing to the Executive Director and the Chairperson 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 the appointed representatives and the chairs of the Member Districts together with notice as to the time and place of the first reading of the amendment.
- C. Following the first reading of the amendment, and any changes 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 any changes as the Department requires.
- E. No less than ten (10) working days prior to the Board meeting at which the revised amendment will be discussed, the Executive Director shall cause copies thereof to be sent to all appointed representatives and the chairs of the Member Districts together with notice as to the time and place of the second reading of the amendment.
- F. The proposed amendment shall be read a second time at the regular meeting next subsequent to the Department review, at which time, in order to be approved, there must be a majority vote of the Board in favor of the amendment. Following approval by the Board, the amended agreement shall be submitted by the Chairperson of the Board to the Member Districts for a vote to approve the amended agreement.

- G. Once the majority of all Member Districts have approved the amended agreement, the Collaborative shall submit the signed amended agreement in accordance with 603 CMR 50.00 to the Commissioner.
- H. 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

Pursuant to 603 CMR 50.00, a school district, through its school committee or charter school board, may become a member of the Collaborative consistent with the following terms:

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

SECTION X: Procedure and Timeline for Withdrawal of Current Member District(s)

A. Withdrawal Procedure and Timelines

Pursuant to 603 CMR 50.00, a Member District may withdraw from the Collaborative as of July 1st in any year consistent with the following procedures:

1. Such Member District provides written notice of its intent to withdraw from the Collaborative to every other Member District that is party to this Agreement as well as to the Executive Director and the Collaborative Board at least 180 days before the end of the fiscal year.
2. Written notification of a Member District's intent to withdraw from the Collaborative at the end of the fiscal year shall include:
 - a. Notification addressed to the Chairperson of the Board and the Executive Director that the Member District has voted to withdraw with the effective date.
 - b. A copy of the minutes from the school committee meeting in which the Member District voted to withdraw from the Collaborative.
3. Within thirty (30) days of notification of a Member District's intent to withdraw from the Collaborative, an amendment and all necessary procedures related to an amendment shall be prepared in accordance with Section VIII to reflect changes in the Agreement caused as a result of the change in membership of the Collaborative.
4. The amendment shall be effective on the following July 1 provided that a majority of Member Districts and the Board of Elementary and Secondary Education have approved the withdrawal by April 30th of the fiscal year in which the withdrawal is to occur
5. If any Member District withdraws from the Collaborative without giving the required 180 day written notice, that Member District shall forfeit the right to receive a share of any funds designated by the Board for return to the Member Districts for that fiscal year.
6. If, after the withdrawal of a Member District, less than two Member Districts remain, the Collaborative Board will initiate termination proceedings as provided in Section XI.
7. The withdrawal of any Member District at any time shall not affect the status of the Collaborative Agreement and the same shall remain in full force and effect until specifically amended by the Board and approved by the Member Districts and the Board of Elementary and Secondary Education.

B. Procedure for Apportioning Assets and Liabilities

Pursuant to 603 CMR 50.00, the Agreement includes the following procedure for apportioning assets and liabilities as well as a process for determining how surplus funds will be allocated upon the withdrawal of a Member District:

1. 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 of any portion of any capital reserve fund that may have been established by the member school committees.

2. The withdrawing school committee must fulfill all of its financial obligations and commitments to the Collaborative.
3. A school committee that has withdrawn from the Collaborative will continue to be liable to the Collaborative for its pro-rated financial contribution including share of debts, claims, demands, or judgments against the Collaborative, incurred during said school committee's membership. The liability will be apportioned in accordance to its fiscal participation in the collaborative for the previous fiscal year.
4. Upon withdrawal, the withdrawing school committee will be reimbursed any funds prepaid to the Collaborative by the Member District for tuition or services under M.G.L. Chapter 40, Section 4E.

SECTION XI: Procedure for Termination of the Collaborative Agreement

Pursuant to 603 CMR 50.00, the Collaborative may be terminated if Member Districts vote to terminate the operations of the Collaborative, consistent with the procedures outlined below. The Collaborative must adhere to the termination procedures in the Collaborative Agreement and closing guidelines issued by the Department as indicated in 603 CMR 50.00.

- A. A Member District may request that the Board initiate proceedings to terminate the Collaborative Agreement by giving notice to all Member Districts and the Executive Director at least twelve (12) months before the end of the fiscal year.
- B. Within thirty (30) days of a request that the Board initiate termination proceedings, the Board shall discuss the request to terminate the Collaborative and determine the next steps. A two-thirds (2/3) vote of the Board is required in order to initiate termination proceedings. Should the Board vote to initiate termination proceedings, notice must be provided to all Member Districts within ten (10) working days of such vote.
- C. The Collaborative Agreement shall only be terminated at the end of the fiscal year.
- D. 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 Member Districts.
- E. Following the affirmative votes of the Member Districts to terminate the Collaborative Agreement, the Executive Director shall inform the Member and Non-Member Districts who are served by the Collaborative and the Department in writing 180 days prior to the effective date of termination.
- F. Following the affirmative vote 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 the same.
- G. Prior to termination, the Board shall:

1. Determine 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 Districts responsible for maintaining all fiscal, employee and program records.
 4. Identify the appropriate Member and Non-Member Districts responsible for maintaining student records.
 5. Through a majority vote of the Board, liabilities may be assigned to Member Districts. Each Member District's liability will be apportioned in accordance to its fiscal participation in the Collaborative for the previous fiscal year. 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. Prorated basis for the distribution of these funds will be determined by the Member District's percentage of fiscal participation from the previous year.
 7. Ensure the appropriate disposition of all assets of the Collaborative, including any unencumbered funds held by the Collaborative.
- H. Following the affirmative vote of the Member Districts to terminate the Collaborative Agreement, the Board shall notify the Department of the official termination date of the Collaborative, and shall submit the documentation required by 603 CMR 50.11 to the Department.
- I. Should the Department revoke and/or suspend the approval of the Collaborative Agreement, the Board will follow all instructions from the Department, and Sections XI. E through XI. H shall be implemented to the extent these procedures are consistent with the order of the Department terminating the Collaborative Agreement.

SECTION XII: Indemnification

Neither the Executive Director nor any other employee of the Collaborative nor any appointed representative shall be liable to the Collaborative or to any Member District thereof for any act or omission of the Executive Director or any other employee of the Collaborative or any appointed representative be held personally liable in connection with the affairs of the Collaborative except only for liability arising out of his/her own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative or its member town/school committees.

Neither the Executive Director nor any other employee of the Collaborative nor any appointed representative or member town/school committee shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, against or with respect to the Collaborative or arising out of any action taken or omitted for or on behalf of the Collaborative and the Collaborative shall be solely liable therefor and resort shall be had exclusively to the Collaborative property for the payment or performance thereof and each member of the Board, member town/school committee and the Executive Director or any other employee of the Collaborative shall be entitled to full

indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary to the provisions hereof, such Board member, Executive Director or any other employee of the Collaborative or member town/school committee shall be held personally liable. Any person dealing with the Collaborative shall be informed of the substance of this provision except that any such person need not be informed of the indemnification contained herein and where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.

The Executive Director or any other employee of the Collaborative and his/her legal representatives and each appointed representative and his/her legal representatives and each member town/school committee and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid in settlement and counsel fees incurred in reasonable settlement of any action, suit or proceeding to which such appointed representatives, member town/school committee or Executive Director or any other employee of the Collaborative or his/her representatives may be made a party or otherwise involved by reason of his/her/its capacity as appointed representative, Executive Director or any other employee of the Collaborative or member town/school committee, except only liabilities and expenses arising out of his/her/its own willful misfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative as finally adjudged in such action or, in the event of settlement or termination of such action without final adjudication as determined by independent counsel for the Collaborative. Said right of indemnification shall be in addition to any other rights to which such appointed representatives or Executive Director or any other employee of the Collaborative or member town/school committee may be entitled as a matter of law or which may be lawfully granted to him/her/it.

SECTION XIII: Non-Discrimination

The Collaborative does not discriminate on the basis of race, sex, color, religion, sexual orientation, gender identity, age, disability or national or ethnic origin in the administration of its educational policies, administrative policies, scholarship or loan programs, athletic and other school-administered programs or in employment. The Board's policy of nondiscrimination will extend to students, staff, the general public, and individuals with whom it does business.

SECTION XIV: Effective Date

This Collaborative Agreement shall not be effective until approved by the member school committees and the Massachusetts Board of Elementary and Secondary Education. 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 individual school committees whose chairpersons have signed below.

Date approved by Collaborative Board of Directors: **June 13, 2014**

Date Charms Collaborative Agreement Amendment was approved by the Collaborative Board of Directors: December 18, 2015

Dates approved by member school committees/charter school board:

Avon Public Schools	Date: 4-6-15
Canton Public Schools	Date: 11-5-15
Holbrook Public Schools	Date: 4-7-15
Milton Public Schools	Date: 10-2-15
Sharon Public Schools	Date: 4-29-15
Stoughton Public Schools	Date: 9-8-15

Approval dates for the Charms Collaborative Agreement Amendment

Avon Public Schools	Date: 2-1-16
Canton Public Schools	Date: 2-25-16
Holbrook Public Schools	Date:
Sharon Public Schools	Date: 2-10-16
Stoughton Public Schools	Date: 1-28-16

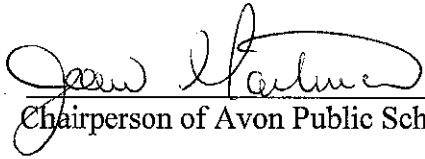
The school committee of the Canton Public Schools has reviewed and approved the Charms Collaborative Agreement Amendment.

Renée B. Schmitt 2/25/16
Chairperson of Canton Public Schools Date

Approved by the Board of Elementary and Secondary Education:

Walter E. Cuta _____
Commissioner Date

The school committee of the Avon Public Schools has reviewed and approved the Charms Collaborative Agreement Amendment.


Chairperson of Avon Public Schools

2/01/2016
Date

Approved by the Board of Elementary and Secondary Education:

Commissioner

Date

Date Charms Collaborative Agreement Amendment was approved by the Collaborative Board of Directors: December 18, 2015

Dates approved by member school committees/charter school board:

Avon Public Schools	Date: <u>Jan 14, 2016</u>
Canton Public Schools	Date: _____
Holbrook Public Schools	Date: _____
Sharon Public Schools	Date: _____
Stoughton Public Schools	Date: _____

The school committee of the Sharon Public Schools has reviewed and approved the Charms Collaborative Agreement Amendment.

 Veom *CL* 3/22/16 Chairperson of
Sharon Public Schools Date

Approved by the Board of Elementary and Secondary Education:

Commissioner

Date

Date Charms Collaborative Agreement Amendment was approved by the Collaborative Board of Directors: December 18, 2015

Dates approved by member school committees/charter school board:

Avon Public Schools	Date: _____
Canton Public Schools	Date: _____
Holbrook Public Schools	Date: _____
Sharon Public Schools	Date: <u>02/10/16</u>
Stoughton Public Schools	Date: _____

Date Charms Collaborative Agreement Amendment was approved by the Collaborative Board of Directors: December 18, 2015

Dates approved by member school committees/charter school board:

Avon Public Schools Date: _____

Canton Public Schools Date: _____

Holbrook Public Schools Date: _____

Sharon Public Schools Date: _____

Stoughton Public Schools Date: 1/28/14 *mlc*