AGENDA #11

on: Thursday, March 5, 2020
at: 6:00 p.m. – Executive Session
7:00 p.m. – Regular Session
in: Esther Howland South Chamber, City Hall

ORDER OF BUSINESS

I. CALL TO ORDER

INVOCATION – Reverend Richard Trainor
Blessed Sacrament Church

PLEDGE OF ALLEGIANCE

NATIONAL ANTHEM

II. ROLL CALL

III. APPROVAL OF RECORDS - NONE

IV. MOTION FOR RECONSIDERATION – NONE

V. IMMEDIATE ACTION

gb #9-403.1 - Administration/Mr. Monfredo/Miss Biancheria/
Miss McCullough/Mayor Petty
(February 24, 2020)

To recognize Colleen Ferguson, a physical education teacher at
McGrath Elementary School, for being recognized by the American
Heart Association as a 2020 Heart of Gold honoree at the Heart and
Stroke Ball.

gb #0-82 - Administration
(February 26, 2020)

To consider input from the School Committee’s student representatives.

The Worcester Public Schools is an Equal Opportunity/Affirmative Action Employer/Educational Institution and does not discriminate regardless of race, color, ancestry, sex, gender, age, religion, national origin, gender identity or expression, marital status, sexual orientation, disability, pregnancy or a related condition, veteran status or homelessness. The Worcester Public Schools provides equal access to employment and the full range of general, occupational and vocational education programs. For more information relating to Equal Opportunity/Affirmative Action, contact the Human Resource Manager, 20 Irving Street, Worcester, MA 01609, 508-799-3020.
VI. REPORT OF THE SUPERINTENDENT - NONE

VII. COMMUNICATIONS AND PETITIONS

**c&p #0-10** - Clerk  
(February 26, 2020)

To consider a communication from a citizen, on behalf of the Worcester Education Justice Alliance, relative to the report from the community led discussion on the WPS budget that was held on February 19th at Worcester State University.

**c&p #0-11** - Clerk  
(February 28, 2020)

To consider a communication from the EAW relative to a request to enter into negotiations over a successor collective bargaining agreement for the following contract:

Units A and B

**c&p #0-12** - Clerk  
(February 28, 2020)

To consider a communication from the EAW relative to a request to enter into negotiations over successor collective bargaining agreements for the following contracts:

Instructional Assistants  
Parent Liaisons  
ESL Tutors

VIII. REPORT OF THE STANDING COMMITTEE - NONE

IX. PERSONNEL - NONE
X. **GENERAL BUSINESS**

**gb #0-12.1**  - Administration/Ms. McCullough/Miss Biancheria/ Mrs. Clancey/Mr. Foley/Mr. Monfredo/Ms. Novick  
(February 26, 2020)

Response of the Administration to the request to provide one year of data on the number of students in the WPS who have mastered a particular trade and succeeded in securing a position in it and review this data in an effort to provide additional opportunities for students interested in pursuing trades.

**gb #0-56.1**  - Administration/Ms. Novick/Mrs. Clancy/Mr. Foley/ Mr. Monfredo  
(February 24, 2020)

Response of the Administration to the request that the City Solicitor prepare and share with all in the city and school systems subject to the public records law a statement to that end to append to emails.

**gb #0-83**  - Mr. Monfredo/Miss Biancheria/Mrs. Clancy/Mr. Foley/ Mr. Foley/Ms. McCullough/Ms. Novick/Mayor Petty  
(February 26, 2020)

Request that the Administration forward letters of congratulation to:

- Doherty Memorial High School Girls’ Basketball team for winning the Inter-high basketball championship
- South High Community School Boys’ Basketball team for winning the Inter-high basketball championship and
- Worcester Technical High School Boys’ Basketball team for winning the State Vocational Tournament for the second straight year and for being co-champions in the Colonial Athletic League

**gb #0-84**  - Mr. Monfredo/Miss Biancheria/Mrs. Clancy/Mr. Foley/ Ms. McCullough/Ms. Novick/Mayor Petty  
(February 26, 2020)

Request that the Administration forward letters of congratulations to the following members of the “South High WGBH Quiz Team” for performing well in the preliminary round of the WGBH’s High School contest:

Seniors: Jacob Boatright and Jessica Clivio  
Juniors: Sam Posner and Julio Morales-Mena  
Sophomore: Tiffany Rose  
Coaches: Kayla Avellino and Kitren Farrell
GENERAL BUSINESS (continued)

**gb #0-85** - Ms. Novick/Mrs. Clancey/Mr. Foley/Ms. McCullough/ Mr. Monfredo  
(February 26, 2020)

Request that the Administration provide a report in a Friday Letter on how home teams needing field access for practices were accommodated during the building of North High School and the current construction at South High Community School.

**gb #0-86** - Ms. Novick/Mrs. Clancey/Mr. Foley/Ms. McCullough/ Mr. Monfredo  
(February 26, 2020)

Request that the Administration provide a summary of the changes to the Doherty building project for the March 19 meeting.

**gb #0-87** - Mrs. Clancey/Mr. Foley/Ms. McCullough  
Mr. Monfredo/Ms. Novick  
(February 26, 2020)

Request that the Administration provide a report regarding the feasibility of offering a Drug Education Program to students in lieu of suspension.

**gb #0-88** - Miss Biancheria/Ms. McCullough/Mr. Monfredo  
(February 26, 2020)

Request that the Administration schedule a presentation by Mr. Pezzella at a regularly scheduled monthly meeting of the nurses on the issues of vaping and opioids.

**gb #0-89** - Miss Biancheria/Mr. Foley/Ms. McCullough/Mr. Monfredo  
(February 26, 2020)

Request that the Administration forward to the School Committee all the information it receives relative to the coronavirus.

**gb #0-90** - Miss Biancheria/Mrs. Clancey/Ms. McCullough/Mr. Monfredo  
(February 26, 2020)

Request that the Administration provide an update on the funded programs for the Summer of 2020 to include the College Community Connection.
GENERAL BUSINESS (continued)

**gb #0-91** - Administration  
(February 26, 2020)

To authorize the Administration to resubmit a Statement of Interest to the Massachusetts School Building Authority for Burncoat High School (district priority project) for major renovation or replacement for 2020.

**gb #0-92** - Administration  
(February 22, 2020)

To consider the deletion of the following policies as proposed by the Massachusetts Association of School Committees:

- IHA – Basic Instructional Program
- JLA – Student Insurance Program
- JLD – Guidance Program
- JP – Student Gifts and Solicitations

**gb #0-93** - Administration  
(February 24, 2020)

To consider approval of the following updated MASC policies proposed to be included in the MASC Policy Manual:

- BEDH  Public Comment at School Committee Meetings
- IC/ICA  School Year/School Calendar
- IE  Organization of Instruction
- IGA  Curriculum Development
- IGB  Support Services Programs
- IHAM  Health Education
- IHB  Special Instructional Programs and Accommodations
- JC  Attendance Areas
- JCA  Assignment of Students to School
- JH  Student Absences and Excuses
- JLCB  Immunization of Students

**gb #0-94** - Administration  
(February 26, 2020)

To consider approval of the following courses:

- Historia de Latin America
- Introduction to Computer Science & Digital Literacy
- Innovation Pathways Capstone
- Introduction to Horticulture
- Website Development
GENERAL BUSINESS (continued)

gb #0-95 - Administration
(February 26, 2020)

To consider approval of the Agreement of the Central Massachusetts Collaborative to include the proposed amendments as contained in Annex A of the backup, effective July 1, 2020.

XI. EXECUTIVE SESSION

gb #0-96 - Administration
(February 26, 2020)

To discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares – International Union of Public Employees, Local 125 – Plumbers and Steamfitters.

XII. ADJOURNMENT

Helen A. Friel, Ed.D.
Clerk of the School Committee
February 28, 2020

Mayor Joseph Petty
C/O Dr. Helen Friel
20 Irving Street
Worcester, MA. 01609

Dear Mayor Petty:

This letter is meant to notify you that the EAW is hereby exercising its right to enter into negotiations over a successor collective bargaining agreement for Units A and B. The EAW would like to request the school committee negotiations team consist of at least two school committee members to commit to the process of negotiating a new contract.

Please advise your counsel to contact my office in order to arrange negotiation dates. The first meeting being to set the ground rules for the negotiation process.

Sincerely,

Roger Nugent
President

Cc: Superintendent Maureen Binienda
   Attorney Sean Sweeney
   Jennifer Boulais
   Beth Kaake
February 28, 2020

Mayor Joseph Petty
C/O Dr. Helen Friel
20 Irving Street
Worcester, MA. 01609

Dear Mayor Petty:

This letter is meant to notify you that the EAW is hereby exercising its right to enter into negotiations over a successor collective bargaining agreement for all ESP Units including: Instructional Assistants, Parent Liaisons, Therapy Assistants and ESL Tutors. (This does not include Transportation).

The EAW would like to request the school committee negotiations team consist of at least two school committee members to commit to the process of negotiating a new contract.

Please advise your counsel to contact my office in order to arrange negotiation dates. The first meeting being to set the ground rules for the negotiation process.

Sincerely,

Roger Nugent
President

Cc: Superintendent Maureen Binienda
   Attorney Sean Sweeney
   Jennifer Boulais
   Beth Kaake
### Class of 2018 Data

Total seniors = 324

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<thead>
<tr>
<th>PLAN</th>
<th>Number of Seniors</th>
<th>Percentages</th>
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<tr>
<td>2 Year -</td>
<td>107</td>
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<td>4 Year -</td>
<td>171</td>
<td>53%</td>
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<td>2 &amp; 4 Years Total</td>
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<td>Work-</td>
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<tr>
<td>Military-</td>
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<tr>
<td>Other-</td>
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Total Class 325 100%

### Class of 2019 Data

Total seniors = 311

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<th>PLAN</th>
<th>Number of Seniors</th>
<th>Percentages</th>
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<td>144</td>
<td>46%</td>
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<td>2 &amp; 4 Years Total</td>
<td>244</td>
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<td>54</td>
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<td>4%</td>
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<tr>
<td>Other-</td>
<td>2</td>
<td>.5%</td>
</tr>
</tbody>
</table>

Total Class 311 100%
February 19, 2020

Helen A. Friel, Ed. D.
Assistant to the Superintendent/
Clerk of the School Committee
Worcester Public Schools
City of Worcester, Massachusetts

Re: gb #0-56 – Request for Public Records Statement

Dear Dr. Friel:

At the request of the School Committee, you asked that I prepare a statement to be appended to emails generated by School Department employees and School Committee members that identifies the email as a public record.

The following is an appropriate statement responsive to that request:

Under Massachusetts law, any email created or received by an employee of the Worcester Public Schools is considered a public record subject to the requirements of M.G.L. c. 66. No assumption of privacy should be made. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.

Please let me know if you have any further questions or concerns.

Very truly yours,

Michael E. Traynor
City Solicitor

cc: Superintendent Binienda
In prior years, the Massachusetts School Building Authority (MSBA) invited the following projects for funding consideration:

**Nelson Place School (2012) (project complete)**
**South High Community School (2014) (currently in construction phase)**
**Doherty Memorial High School (2017) (currently in feasibility study phase)**

The Administration of the Worcester Public Schools requests to re-submit Burncoat High School (district priority project) to the Massachusetts School Building Authority (MSBA) for major renovation or replacement.

The MSBA has approved Worcester East Middle School for an Accelerated Repair Project for roof replacement. The district will resubmit Worcester East Middle School for major renovation work following the completion of the roof replacement.

The recommendation for Burncoat High School is based on the present condition of the school using various in-district and independent evaluations including, but not limited to, MSBA Needs Assessment Report (2010 and 2017), NEASC report(s), and previous facilities assessments. Based on the condition and needs assessments of these schools, the Administration recommended, and the School Committee and City Council approved these projects for the prior year Statement of Interest submittals to the MSBA.

The traditional major renovation/replacement, or so-called core projects, submission process is open through Wednesday, April 8, 2020.

The following pages describe the MSBA process and the proposed projects.

**MSBA Statements of Interest Overview:**
A separate Statement of Interest must be submitted for each existing school for which the city, town, or regional school district may have an interest in applying to the MSBA for a grant. The SOI requires the city, town, or regional school district to: (1) identify the priority category(s) (set forth below) for which it is expressing interest, (2) provide a brief description of the facility deficiencies that the District believes it has and how those deficiencies align with the eight statutory priorities, and (3) provide any readily-available supporting documentation. Pursuant to M.G.L. c. 70B, § 8, the MSBA shall consider applications for school construction and renovation projects in accordance with the priorities listed below. A district may designate as many categories as may apply to that particular school facility.
1. Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of school children, where no alternative exists, as determined in the judgment of the Authority;
2. Elimination of existing severe overcrowding, as determined in the judgment of the Authority;
3. Prevention of the loss of accreditation, as determined in the judgment of the Authority;
4. Prevention of severe overcrowding expected to result from increased enrollments, which must be substantiated, as determined in the judgment of the Authority;
5. Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility, as determined in the judgment of the Authority;
6. Short term enrollment growth, as determined in the judgment of the Authority;
7. Replacement of or addition to obsolete buildings in order to provide a full range of programs consistent with state and approved local requirements, as determined in the judgment of the Authority; and
8. Transition from court-ordered and approved racial balance school districts to walk-to, so-called, or other school districts, as determined in the judgment of the Authority.

**MSBA Process Overview:**

1. **Identify the Problem:** Local community identifies deficiencies in school facilities through the Statement of Interest process
2. **Validate the Problem:** MSBA and local community work together to validate deficiencies identified
3. **Evaluation of potential solutions:** MSBA and local community work in collaboration to identify potential solutions
4. **Confirm the solution:** MSBA and local community agree on solution and appropriate course of action
5. **Implement the agreed upon solution:** MSBA and local community continue collaboration through design and construction

**MSBA Process:**

The Statement of Interest phase is the initial step to inform the MSBA of perceived deficiencies within a school facility. Cost identification and financial solutions are not needed at this phase of the MSBA process. The MSBA will evaluate the submission of each community and invite those to advance to project team formation and feasibility study phase.
State law requires that schools:

...shall give instruction and training in orthography, reading, writing, the English language and grammar, geography, arithmetic, drawing, music, the history and Constitution of the United States, the duties of citizenship, health education, physical education and good behavior...

The law further states that American history and civics, including the Constitution of the United States, the Declaration of Independence, the Bill of Rights, local history and government will be taught as required subjects in the public schools.

Physical education is compulsory for all students, except that no student will be required to take part in physical education exercises if a physician certifies in writing that such exercises would be injurious to the student.

The Fundamental Skills

The business of schools is to equip all children with the skills, tools, and attitudes that will lay the basis for learning now and in the future. This means giving highest priority to developing skills in reading, writing, speaking, listening, and solving numerical problems.

The first claim of the community’s and School Committee’s resources will be made for the realization of these priorities.

CROSS REF.: ADF, School District Wellness Program

LEGAL REFS.: M.G.L. 71:1,2,3; 71:13

603 CMR 26:05
A noncompulsory accident insurance plan totally administered by an insurance company may be made available to students. The District does not assume any responsibility regarding service, claims, or other matters relating to the insurance program.

All students participating in competitive athletics shall be required to be covered by a medical insurance plan.
Guidance is defined as helping individuals understand themselves in the light of their abilities, aptitudes, interests, attitudes, strengths and limitations. This process should assist students in the development of their potential; their decisions relating to personal, educational, and vocational matters, and also in becoming capable of mature self-guidance.

The school system's guidance program will be based on this definition and developed from these broad fundamental principles:

1. Individuals are different from one another in their capabilities, aptitudes, interests, needs, goals, desires and values.
2. Conditions may be improved. Equality of educational opportunity will benefit the individual and society.
3. Guidance is a continuous and developmental process. Every experience of the individual influences his/her performance in some way.
4. Guidance does not propose to program an individual's course of action but rather tries to assist him/her in arriving at his/her own satisfactory solutions.

Guidance services will include: educational guidance; testing programs; occupational, career, and higher education assistance and information; study aids; consultation services; and personal developmental guidance as needed. These services will be available to all students.

While some of the problems of the individual may relate to behavior and consequently entail guidance on behavior, student discipline will not be a regular function of guidance personnel.

LEGAL REFS.: M.G.L. 71:38A through 71:38E; 71:46G; 76:5
603 CMR 26.00
File: JP - STUDENT GIFTS AND SOLICITATIONS

Because of the embarrassment that might result among children, students will be discouraged from giving gifts to classroom teachers and other school personnel, but gifts can be given at appropriate times. For the same reason, there will be no formal exchange of gifts between students in the classroom.

Solicitation of funds for charitable purposes from students of the school system will be made only as approved by the Superintendent.

Any organization desiring to distribute flyers or other materials to students in connection with fund drives may do so only with the approval of the Superintendent or the designee.

CROSS REFS.: GBEBC, Staff Gifts and Solicitations

JJE, Student Fund-Raising Activities

KHA, Public Solicitations in the Schools

KHB, Advertising in the Schools
All regular and special meetings of the School Committee shall be open to the public. Executive sessions will be held only as prescribed by the Statutes of the Commonwealth of Massachusetts.

The School Committee desires individuals to attend its meetings so that they may become better acquainted with the operations and the programs of our local public schools. In addition, the Committee would like the opportunity to hear public comment.

Public comment is not a discussion, debate, or dialogue between individuals and the School Committee. It is an individual's opportunity to express an opinion on issues within the School Committee's authority.

To ensure the ability of the School Committee to conduct the District's business in an orderly manner, the following rules and procedures are adopted:

1. At the start of each regularly scheduled School Committee meeting, individuals will sign in for an opportunity to speak during public comment. The public comment segment shall not exceed 15 minutes. All speakers are encouraged to present their remarks in a respectful manner.

2. Speakers will be allowed up to three (3) minutes to present their material and must begin their comments by stating their name and city/town. The presiding Chair may permit extension of this time limit, in extenuating circumstances.

3. Topics for discussion should be limited to those items within the School Committee's scope of authority. The authority of the School Committee primarily concerns the review and approval of the budget of the district's public schools, the performance of the Superintendent, and the educational goals and policies of the district's public schools. Comments and complaints regarding school personnel (apart from the Superintendent) or students are generally prohibited unless those comments and complaints concern matters within the scope of School Committee authority.

4. The Chair of the meeting, after a warning, reserves the right to terminate speech which is not constitutionally protected because it constitutes true threats that are likely to provoke a violent reaction and cause a breach of the peace, or incitement to imminent lawless conduct, or contains obscenities.

5. Written comments longer than three (3) minutes may be presented to the presiding Chair before or after the meeting. All remarks will be addressed through the Chair of the meeting. Comments made during the public comment portion of the meeting do not necessarily reflect the views or positions of the School Committee.

6. Sign up instructions will be provided for those who wish to participate in Public Comment.

LEGAL REFS.: M.G.L. c. 30A: 18-25

CROSS REFS: BE, SCHOOL COMMITTEE MEETINGS
BEC, EXECUTIVE SESSIONS
BEDA, NOTIFICATION OF SCHOOL COMMITTEE MEETINGS

SOURCE: MASC
Revised January 2020
The school calendar for the ensuing year will be prepared by the Superintendent and submitted to the School Committee for approval annually. The number of days or instructional hours scheduled for the school year will be determined in accordance with the following standards set by the Massachusetts Board of Elementary and Secondary Education:

1. The School Committee shall schedule a school year which includes at least 185 school days for each school in the District.

2. Elementary school will operate for a minimum of 180 days. Schools shall ensure that every elementary school student is scheduled to receive a minimum of 900 hours per school year of structured learning time, as defined in regulation. Time which a student spends at school breakfast and lunch, passing between classes, in homeroom, at recess, in non-directed study periods, receiving school services, and participating in optional school programs shall not count toward meeting the minimum structured learning time requirement for that student.

3. Secondary schools will operate for a minimum of 180 days. Schools shall ensure that every secondary school student is scheduled to receive a minimum of 990 hours per school year of structured learning time, as defined in regulation. Time which a student spends at school breakfast and lunch, passing between classes, in homeroom, at recess, in non-directed study periods, receiving school services, and participating in optional school programs shall not count toward meeting the minimum structured learning time requirement for that student.

For the information of staff, students, and parents/guardians, the calendar will set forth the days schools will be in session; holidays and vacation periods; in service days; and parent conferences.

SOURCE: MASC April 2019


603 CMR 27.00,

NOTE: When a policy covers two topics that appear consecutively in the classification system, the codes and headings can be combined, as shown at the top of this page.

The category "School Year" is designed for policies about the year for students, rather than the working year for teachers and other staff members.
The District offers a diversified educational program compatible with the needs of the community and state standards.

The organizational plan is designed to facilitate the philosophy of educating every student, each to their fullest potential.

The structure will consist of multiple levels (for example, Primary/Elementary, Middle and Secondary levels).

The Primary/Elementary level includes schools with kindergarten through grade five. The Middle level consists of schools for grades six, seven and eight. The Secondary level consists of schools with grades nine, ten, eleven, and twelve. *

Special education services are integrated across each grade level in all schools.

The organization is designed to meet the standards established by the Department of Elementary and Secondary Education's Curriculum Frameworks, by Time and Learning regulations, and in order to serve the needs of all students.

*NOTE: District to reflect local configuration.*

CROSS REFS: IC/ICA School Year / School Calendar

LEGAL REFS: 603 CMR 27.00

SOURCE: MASC April 2019
Constant adaptation and development of the curriculum is necessary if the District is to meet the needs of the students in its schools. To be successful, curriculum development must be a collaborative enterprise involving staff and administrators utilizing their professional expertise.

The Committee expects the faculty and administration to regularly evaluate the education program and to recommend modifications of practice, changes in curriculum content, and the addition or deletion of courses to the instructional program.

SOURCE: MASC April 2019

LEGAL REF.: M.G.L. 69:1E

603 CMR 26:05
File: IGB - SUPPORT SERVICES PROGRAMS

The Student Services staff will work in cooperation with District building staff and administration to coordinate and supervise the implementation of curriculum, the instructional program, and support services to meet the needs of all students.

The Assistant Superintendent* shall be responsible for all services for students who are not eligible for special education assistance, such as psychological services, speech correction, homebound and hospital teaching and such other programs as may be assigned.

SOURCE: MASC April 2019

*NOTE: District to reflect local configuration

CROSS REF.: ACE, Nondiscrimination on the Basis of Disability
The School Committee believes that the greatest opportunity for effective health education lies within the public schools because of their potential to reach children at the age when positive, lifelong health habits are best engendered and because the schools are equipped to provide qualified personnel to conduct health education programs.

The School Committee is committed to a sound, comprehensive, research-based health education program as an integral part of each student's general education. **Health education will be taught as a separate academic discipline in grades K through 6 and as a separate class in other grades.**

The health education program will emphasize a contemporary approach to the presentation of health information, skills, and the knowledge necessary for students to understand and appreciate the functioning and proper care of the human body. Students also will be presented with information regarding complex social, physical and mental health problems, which they might encounter in society. In an effort to help students make intelligent choices on alternative behavior of serious personal consequence, health education will examine the potential health hazards of social, physical and mental problems existing in the larger school-community environment.

In order to promote a relevant, dynamic approach to the instruction of health education, the School Committee will continue to stress the need for curricular, personnel, and financial commitments that are necessary to assure the high quality of the district's health education program.

*NOTE: Highlighted sentence should be changed to reflect district practice.*

SOURCE: MASC April 2019

LEGAL REF.: M.G.L. 71:1
The goals of this school district's special education program are to allow each child to grow and achieve at their own level, to gain independence and self-reliance, and to return to the mainstream of school society as soon as possible.

The requirements of law and regulation will be followed in the identification of children with special needs, in referrals for their evaluation, in prescribing for them suitable programs and in assessing their educational progress. In keeping with state requirements, all children with special needs between the ages of three to twenty-two who have not attained a high school diploma or its equivalent will be eligible for special education.

The School Committee believes that most children with special needs can be educated in the regular school program if they are given special instruction, accommodations and the support they need. These children should also be given the opportunity to participate in the school district's non-academic and extracurricular activities.

The Committee recognizes that the needs of certain children are so great that special programs, special classes or special schools may be necessary. When appropriate programs, services, or facilities are not available within the public schools, the Committee will provide these children with access to schools where such instruction and accommodations are available.

It is the desire of the Committee that the schools work closely with parents/guardians in designing and providing programs and services to children with special needs. Parents/guardians will be informed, and conferred with, whenever a child is referred for evaluation. In event of any disagreement concerning diagnosis, program plan, special placement, or evaluation, the parents/guardians will be accorded the right of due process.

The Committee will secure properly trained personnel to work with the children with special needs. Since the financial commitment necessary to meet the needs of all of these children is extensive, the Committee will make every effort to obtain financial assistance.

SOURCE: MASC April 2019

LEGAL REFS.: The Individuals with Disabilities Ed. Act (PL 108-446, adopted 12/03/04)

Rehabilitation Act of 1973

M.G.L. 71B:1 et seq.

603 CMR 28:00 inclusive

NOTE: A school district's procedures for implementing Special Education laws and regulations are often too extensive to include in a policy manual. In such instances, a note can be added to the policy to point out the existence and availability of a document containing current procedures.
Attendance areas for the various schools of the town will be drawn up by the Superintendent and approved by the School Committee. The primary considerations that govern the establishment of a school attendance area are school capacity and transportation considerations. Generally, students will attend the school in the attendance area in which they live.

In establishing an attendance area, the Committee will take into consideration safe walking conditions consistent with the Committee's transportation policies.

From time to time an overcrowded condition in an existing school, the development of new residential areas, or the opening of a new school may require the establishment or change of previously established school attendance areas.

The Committee will confer with community representatives prior to setting new attendance lines. However, the Committee's primary basis for judgment must be equality of educational opportunity for all students rather than the personal desires of any one group.

The Superintendent is authorized to make exceptions to attendance lines for individual children in the best interests of the student and/or the school.

SOURCE: MASC February 2019

LEGAL REFS.: M.G.L. 71:37C; 71:37D; 71:37I; 71:37J

603 CMR 17.00

603 CMR 26.00

CROSS REF.: JCA, Assignment of Students to Schools

NOTE: This category is for a statement on methods of establishing attendance areas. A map or written description of areas is sometimes included in a policy manual as an exhibit document coded JC-E.

The cross reference above is to a closely related category in the NEPN classification system. Use code JCA for any requirement for students to attend the school in their attendance area and any exceptions to the requirements.
Generally, students will be required to attend school in the attendance area in which they reside, unless the Superintendent has granted special permission.

Special permission may be granted for the following reasons:

1. If the change involves a hardship case or if there are medical considerations.

2. If the change appears to be in the interests of the child, of the schools, or for disciplinary and administrative reasons.

3. If the legal residence of a child changes from one attendance area to another during the school year and the parents/guardians wish the child to remain in his former school; permission will not extend beyond the current school year.

4. To permit school students to take courses not offered in their assigned schools.

School bus transportation will not be provided for students attending schools outside their attendance area unless they can be accommodated on existing bus routes and schedules or a hardship is involved; or unless specific permission is granted by the Superintendent.

SOURCE: MASC February 2019

LEGAL REFS.: M.G.L. 71:37C; 71:37D; 71:37I; 71:37J

603 CMR 17.00

603 CMR 26.00

CROSS REF.: JC, Attendance Areas

NOTE: The cross reference is to a related category in the NEPN classification system.
Regular and punctual school attendance is essential for success in school. The Committee recognizes that parents/guardians of children attending our schools have special rights as well as responsibilities, one of which is to ensure that their children attend school regularly, in accordance with state law.

Therefore, students may be excused temporarily from school attendance for the following reasons: illness or quarantine; bereavement or serious illness in family; weather so inclement as to endanger the health of the child; and observance of major religious holidays.

A child may also be excused for other exceptional reasons with approval of the Principal or designee.

A student's understanding of the importance of day-to-day schoolwork is an important factor in the shaping of his character. Parents/guardians can help their children by not allowing them to miss school needlessly.

Accordingly, parents/guardians will provide a written explanation for the absence or tardiness of a child. This will be required in advance for types of absences where advance notice is possible.

In instances of chronic or irregular absence reportedly due to illness, the school administration may request a physician's statement certifying such absences to be justified.

**Student Absence Notification Program**

Each Principal or designee will notify a student's parent/guardian within 3 days of the student's absence in the event the parent/guardian has not informed the school of the absence.

Each Principal or designee shall make a reasonable effort to meet with any student, and that student's parent/guardian, who has missed five (5) or more unexcused school days (a school day shall be equal to two (2) or more class periods in the same day) in a school year. The meeting shall be to develop action steps to improve student attendance and shall be developed jointly by the Principal or designee, the student, and the student's parent/guardian. The parties may seek input from other relevant school staff and/or officials from relevant public safety, health and human service, housing, and nonprofit agencies.

**Dropout Prevention**

A student who has not graduated from high school and has been absent from school for ten (10) consecutive days of unexcused absence shall not be considered permanently removed from school unless the Principal has sent notice to the student, and that student's parent/guardian. The notice shall be sent within five (5) days of the tenth consecutive day of absence and shall offer at least 2 dates and times within the next ten (10) days for an exit interview with the Superintendent or designee, the student, and the student's parent/guardian. The notice shall be in both English and the primary language of the home, if applicable. The notice shall include contact information for scheduling the exit interview and shall indicate the parties shall reach an agreement on the date/time of the interview within the ten (10) day timeframe. The timeframe may be extended at the request of the parent/guardian and no extension shall exceed 14 days.

The Superintendent or designee may proceed with any interview without a parent/guardian present, provided the Superintendent has documented a good faith effort to include the parent/guardian.

The Superintendent or designee shall convene a team of school staff to participate in the exit interview and shall provide information to the student and, if applicable, the student's parent/guardian on the detrimental effects of early withdrawal from school and the alternative education programs and services available to the student.

**SOURCE:** MASC February 2019

**LEGAL REFS.:** M.G.L. 76:1; 76:1B; 76:16; 76:18; 76:20
Students entering school for the first time, whether at kindergarten or through transfer from another school district, will be required to present a physician's certificate attesting to immunization against communicable diseases as may be specified from time to time by the Department of Public Health. The only exception to these requirements will be made on receipt of a written statement from a doctor that immunization would not be in the best interests of the child, or by the student's parent or guardian stating that vaccination or immunization is contrary to the religious beliefs of the student or parent/guardian.

SOURCE: MASC October 2016

LEGAL REF.: M.G.L. 76:15
## Proposed Course Description:

In this course students will investigate, research and develop a full global understanding of Latin American history and culture in their native Spanish language. Students will attain a multi-disciplinary analysis of the social sciences which will be utilized to help students gain a comprehensive understanding from pre-colonial period to contemporary 21st Century America. Students will reflect on identity, revolutions, nation-state formation, modernization and social mobilization based on analysis of primary sources such as cinema, music, literature, art and historical documents along with secondary sources. This course will be taught in Spanish and is designed for native Spanish speakers and for students who have developed proficiency in speaking, reading and writing in Spanish.

### Essential question/s for the course:
- How are prejudice and bias created? How do we overcome differences?
- What is empathy?
- What does it mean to be a global citizen?
- Is there a universal moral obligation?
- Can literature serve as a vehicle for social change?
- When should an individual take a stand against what he/she believes to be an injustice? What are the most effective ways to do this?
- Do we have choices concerning fairness and justice?
- Does labeling and stereotyping influence how we look at and understand the world?
- In what ways can a minority keep their issues on the larger culture's "radar screen"?
- Who and what makes up Latin America?
- How do cultural history events shape today's Latin America?
- Are there two sides of history?
- How does the economic situation in Latin America lead to the current immigration pattern?
- How does the economy play a role in identity?

### Standards addressed in the course:

**World Readiness Standards for Learning Languages**

1. **Interpretive Communication:** Learners understand, interpret, and analyze what is heard, read, or viewed on a variety of topics.
2. **Presentational Communication:** Learners present information, concepts, and ideas to inform, explain, persuade, and narrate on a variety of topics using appropriate media and adapting to various audiences of listeners, readers, or viewers.
3. **Making Connections:** Learners build, reinforce, and expand their knowledge of other disciplines while using language to develop critical thinking and to solve problems creatively.
4. **Acquiring Information and Diverse Perspectives:** Learners access and evaluate information and diverse perspectives that are available through the language and its cultures.
5. **Cultural Comparison:** Learners use the language to investigate, explain, and reflect on the concept of culture studied and their own.
WORCESTER PUBLIC SCHOOLS – NEW COURSE REQUEST FORM

MA History and Social Science Frameworks 2018
1. Organize information and data from multiple primary and secondary sources.
2. Analyze the purpose and point of view of each source, distinguish opinion from fact
3. Evaluate the credibility, accuracy, and relevance of each source

MassCore is a rigorous and comprehensive course study recommended by the Commonwealth as preparation for college and career. MassCore is also the vehicle through which high school students can gain competence in computational, scientific, visual, creative, and critical thinking and can engage opportunities for “hands-on” application and exploration of new areas of knowledge and experiences.

How does this course support the readiness of students for college and career?
This course will allow students to explore, discuss and debate contemporary issues impacting Latin Americans and Latino communities. All students will acquire the knowledge and skills to think analytically about how past and present interactions of people shaped who we are today. The knowledge and skills gained will enable our students to make informed decisions that reflect fundamental rights and democratic values as productive citizens in local, national, and global communities.

Topics:
1. Support analysis of primary and secondary sources, connecting insights gained from specific details to an understanding of the text as a whole
2. Determine the central ideas or information of a primary or secondary source; provide an accurate summary that makes clear the relationships among the key details and ideas.
3. Evaluate various explanations for actions or events and determine which explanation best accords with textual evidence, acknowledging where the text leaves matters uncertain.
4. Determine the meaning of words and phrases as they are used in a text, including analyzing how an author uses and refines the meaning of a key term over the course of a text
5. Analyze in detail how a complex primary source is structured, including how key sentences, paragraphs, and larger portions of the text contribute to the whole.
6. Evaluate authors' differing points of view on the same historical event or issue by assessing the authors' claims, reasoning, and evidence
7. Integrate and evaluate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, as well as in words) in order to address a question or solve a problem.
8. Evaluate an author's premises, claims, and evidence by corroborating or challenging them with other information.

Please Note:
All New Course Requests must come through the school principal.

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WORCESTER PUBLIC SCHOOLS – NEW COURSE REQUEST FORM

Date of Request: 01/14/20 Requesting School/ Office: Burncoat Middle School

Proposed Course Name: Introduction to Comp. Science & Digital Literacy

Required Prerequisite Course/s:

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Is proposed course a Career/Vocational Technical Course

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<th>Non-Chapter 74</th>
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Proposed Course Description: In the course, students will be introduced to a breadth of Computer Science and Digital Literacy Topics. Topics covered include: Algorithms & Programming, Networks & the Web, Computer Graphics, and Robotics & the Engineering and Design Process. Through this course students will participate in a variety of projects using a variety of digital tools that will help build upon their abilities to communicate and learn from each other.

Essential question/s for the course:
1. Students are asked to make connections to the big ideas and essential questions of other subjects and of their larger context as they find and solve problems.
2. To what extent can I use technology in order to contribute to an ever-growing and ever-evolving global society?
3. To what extent can creative development be an essential process for creating computational language and artifacts?
4. To what extent does computing enable people to use creative development process to create computational facts for personal expression or to solve a problem?
5. To what extent can programs be developed for creative expression, to satisfy personal curiosity, to create new knowledge, or to solve problems (to help people, organizations, or society)?

Standards addressed in the course:

Grades 6 to 8: Computational Thinking [CT]

Abstraction [6-8.CT.a]
1. Describe how data is abstracted by listing attributes of everyday items to represent, order and compare those items (e.g., street address as an abstraction for locations; car make, model, and license plate number as an abstraction for cars).
2. Define a simple function that represents a more complex task/problem and can be reused to solve similar tasks/problems.
3. Use decomposition to define and apply a hierarchical classification scheme to a complex system, such as the human body, animal classification, or in computing.

Algorithms [6-8.CT.b]
1. Design solutions that use repetition and conditionals.
2. Use logical reasoning to predict outputs given varying inputs.
3. Individually and collaboratively, decompose a problem and create a sub-solution for each of its parts (e.g., video game, robot obstacle course, making dinner).
4. Recognize that more than one algorithm can solve a given problem.
5. Recognize that boundaries need to be taken into account for an algorithm to produce correct results.

Data [6-8.CT.c]
1. Demonstrate that numbers can be represented in different base systems (e.g., binary, octal, and hexadecimal) and text can be represented in different ways [e.g., American Standard Code for Information Interchange (ASCII)].
2. Describe how computers store, manipulate, and transfer data types and files (e.g., integers, real numbers, Boolean Operators) in a binary system.
3. Create, modify, and use a database (e.g., define field formats, add new records, manipulate data), individually and collaboratively, to analyze data and propose solutions for a task/problem.

4. Perform a variety of operations such as sorting, filtering, and searching in a database to organize and display information in a variety of ways such as number formats (scientific notation and percentages), charts, tables, and graphs.

5. Select and use data-collection technology (e.g., probes, handheld devices, geographic mapping systems) to individually and collaboratively gather, view, organize, analyze, and report results for content-related problems.

**Grades 6 to 8: Digital Tools and Collaboration [DTC]**

**Digital Tools [6-8.DTC.a]**

1. Identify and explain the strengths, weaknesses, and capabilities of a variety of digital tools.

2. Identify the kinds of content associated with different file types and why different file types exist (e.g., formats for word processing, images, music, three-dimensional drawings.).

3. Integrate information from multiple file formats into a single artifact.

4. Individually and collaboratively, use advanced tools to design and create online content (e.g., digital portfolio, multimedia, blog, webpage).

5. Individually and collaboratively, develop and conduct an online survey.

**Collaboration and Communication [6-8.DTC.b]**

1. Communicate and publish key ideas and details individually or collaboratively in a way that informs, persuades, and/or entertains using a variety of digital tools and media-rich resources.

2. Collaborate synchronously and asynchronously through online digital tools.

3. Demonstrate ability to communicate appropriately through various online tools (e.g., e-mail, social media, texting, blog comments).

**Research [6-8.DTC.c]**

1. Perform advanced searches to locate information using a variety of digital sources (e.g., Boolean Operators, limiters like reading level, subject, media type).

2. Evaluate quality of digital sources for reliability, including currency, relevancy, authority, accuracy, and purpose of digital information.

3. Gather, organize, and analyze information from digital sources by quoting, paraphrasing, and/or summarizing.

4. Create an artifact, individually and collaboratively, that answers a research question and communicates results and conclusions.

5. Use digital citation tools to cite sources using a school- or district-adopted format [e.g., Modern Language Association (MLA)], including proper citation for all text and non-text sources (e.g., images, audio, video).

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**How does this course support the readiness of students for college and career?**

As they leave the course, students will have begun to develop identities as creators rather than consumers of technology, and that they will be ready and excited to further explore Computer Science in the ways that best suit each individual student.

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**Please Note:**

All New Course Requests must come through the school principal.

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**ANNEX A**

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**For Office Use Only**

- Approved Date:
- S.C. Item Number:
- Assigned Course Number:
- Dept. Code:
- Subject Area Code Number:
- Subject Area Course:
- Zip Code Number:
**Worcester Public Schools – New Course Request Form**

**Date of Request:** 2/7/2020  
**Requesting School/Office:** Worcester Public Schools - Innovation Pathway Program

<table>
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<th>Innovation Pathways Capstone</th>
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**Proposed Course Description:** In this course, students will complete their culminating experience in the Innovation Pathways Program. Students will either have the opportunity to complete an internship with a local company or complete a project that is designed around an area of need for a partner company. During this course, students will be given time to reflect on their experiences and will make a formal presentation in reference to their internship or project as well as complete a post-secondary plan. This course will be evaluated on a Pass/Fail basis.

**Essential question/s for the course:**
- What processes should be followed for communication, research, time management, and reporting as students work on professional projects in conjunction with local companies? What professional skills can be shown through this project work?
- How does this work relate to the skills developed through the Innovation Pathways Program and the rest of the student's high school experience?
- How has this experience influenced the student's post-secondary plan?

**Standards addressed in the course:**

**Vocational Technical Education Framework**
- **4.A.01 Career Plan and Portfolio**
- **4.B.01 Demonstrate appropriate oral and written communication skills in the workplace**
- **4.B.02 Demonstrate active listening skills**
- **4.C.01 Demonstrate attendance and punctuality**
- **4.C.03 Accepts direction and constructive criticism**
- **4.C.04 Demonstrate motivation and initiative**
- **4.C.05 Demonstrate awareness of workplace culture and policy**
- **4.C.06 Interact appropriately with coworkers**

**MyCAP – College and Career Advising Framework**
- Students will demonstrate personal responsibility
- Students will demonstrate the ability to communicate and listen effectively in academic and work-related settings.
- Students will demonstrate self-advocacy skills
- Student will demonstrate knowledge of key employability skills, and of the relationship between careers and required post-secondary education

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Revised February 3, 2015
WORCESTER PUBLIC SCHOOLS – NEW COURSE REQUEST FORM

How does this course support the readiness of students for college and career?
This course is part of the Innovation Pathways Program available to high school students attending comprehensive high schools in Worcester. The student experience in this course and the related studies of Innovation Pathways specifically targets technical and professional skills that relate to the students' career interests. They will put these skills in practice through this course as they will work in a professional capacity with local employers and partners.

Please Note:
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Worcester Public Schools – New Course Request Form

Date of Request: 2/24/2020
Requesting School/Organization: Burncoat High School

Proposed Course Name: Introduction to Horticulture

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| Required Prerequisite Course/s: None

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Proposed Course Description: This course will enable students to study all aspects of the Horticulture Pathway. The curriculum will stress study of landscape management, plant and soil science, turf management, equipment operations, small engine repair, and greenhouse management. Students will learn proper use of hand and power tools, construction materials, measuring and estimating, and blueprint and plan reading. Related hands-on activities will be implemented in this course.

Essential question/s for the course:
1. How will the study of Introduction to Horticulture introduce to students the variety of career pathways available within this field?
2. How will a career in Horticulture impact the environment?

Standards addressed in the course:
1. Health and Safety (1.A)
2. Landscape Management (2.P)
5. Tools and Equipment Operations & Repair (2.F)
6. Greenhouse Management (2.K)

Please see refer to the Chapter 74 Manual for Vocational Technical Education Programs Agriculture and National Resources Occupational Cluster Horticulture for indicators for each standard.

How does this course support the readiness of students for college and career?
Students will develop an understanding of the variety of career pathways available to them within the field of Horticulture.

Please Note:
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For Office Use Only

Approved Date:
S.C. Item Number:
Assigned Course Number:
Dept. Code:
Subject Area Code Number:
Subject Area Course:
Zip Code Number:
**Worcester Public Schools - New Course Request Form**

**Date of Request:** 2/25/2020

**Requesting School/Office:** Worcester Public Schools - Innovation Pathways Program

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**Proposed Course Description:** In this course, students will begin to explore the fundamentals of designing and programming websites to meet customer needs. Students will learn website programming skills and work on projects individually and in teams to practice navigating customer needs and problem-solving obstacles that come up in designing different types of websites. In addition to the website specific skills, students will also gain an understanding of the type and availability of related employment in Computer Science.

**Essential question/s for the course:**
- Can you navigate the technical programming to develop a website that meets customer needs?
- How do you meet customer needs for design and functionality of a website?
- Can you adapt programming languages and needs based on what suits the customer best?
- Do you conduct yourself in a professional manner in both your productivity and customer service?
- Develop problem solving and teamwork skills to best meet the needs of your customer.

**Standards addressed in the course:**

*Information Technology Services Occupational Cluster
Programming and Web Development*

2.A. Fundamentals of Health and Safety
2.A. Explain the role of information technology in the workplace and community
2.A. Explain concepts fundamental to security
2.B. Demonstrate problem solving and troubleshooting techniques
2.B. Create software design
2.B. Demonstrate software implementation
2.B. Perform software testing
2.B. Demonstrate team and project management skills
2.C. Implement concepts fundamental to programming
2.D. Demonstrate fundamental of Hypertext Markup Language (HTML)
2.D. Demonstrate fundamental of cascading style sheets (CSS)
2.D. Demonstrate fundamentals of JavaScript
2.D. Construct a website
4.B. Demonstrate appropriate oral and written communication skills in the workplace
4.B. Demonstrate active listening skills
4.C. All of this standard – Work Ethic and Professionalism

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Worcester Public Schools – New Course Request Form

How does this course support the readiness of students for college and career?
This course is a part of the Innovation Pathways Computer Science Program. Students are specifically exploring this field as it is a potential interest of theirs in pursuing as a future career and this program is designed to give them both technical skills and an experience of what a future career in the field would be like, thus helping them make a more informed post-secondary plan. This field is aligned with the local Blue Print on employment needs and students will graduate with marketable skills and a knowledge of how to pursue future education and success in the area.

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Agreement of the Central Massachusetts Collaborative
Formerly Central Massachusetts Special Education Collaborative

Effective July 1, 2020
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Signatures
Preamble/Authorization
This document constitutes the Collaborative Agreement of the Central Massachusetts Collaborative, formerly known as the Central Massachusetts Special Education Collaborative, and hereinafter, sometimes “CMC” or the “Collaborative” which is established as a public entity and exists pursuant to the provisions of Section 4E of Chapter 40 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.

This Collaborative Agreement, amends, restates and supersedes the original Collaborative Agreement dated July 16, 1975, as most recently amended on April 28, 2017, entered into by and between the school committees listed in Section I (herein, the “member districts”) and shall not be effective until approved by the member districts and the Massachusetts Board of Elementary and Secondary Education as indicated on the signatory page.

Section I: Membership
At the time of the adoption of this Agreement the members of CMC are the respective School Committees from the following districts: Oxford Public Schools, Webster Public Schools and Worcester Public Schools, as indicated by the signatures of the Chairs of each school committee.

Section II: Mission, Objectives, Focus and Purposes
CMC’s mission is to jointly conduct programs and/or services which shall complement and strengthen member districts in a cost-effective manner, increase educational opportunities for children ages 3-22, and improve educational outcomes for students.

CMC’s purpose is to develop and provide educational programs and related services to the students of member districts when it is determined that such services and programs can most effectively and economically be provided on a collaborative basis.

The focus of the CMC is:
- the creation of specialized education programs for students ages 3-22 with or without disabilities;
- services delivered to member district staff - including training, professional development, consultation, or other service;
- development of partnerships with community and state agencies to enhance support to member districts;
- application for grants or other sources of funding for programs from entities that may include, without limitation, state agencies, community-based partners, corporate entities, and institutions of higher education, etc.; and
- application for grants or other sources of funding to operate programs for individuals that complement the mission and vision of CMC.
The overall objectives of CMC include:
- providing a challenging academic experience to improve the academic achievement of enrolled students;
- offering a variety of quality professional development opportunities to general and special educators and related service providers; and
- to offer all programs and services in a cost-effective manner.

Section III: Programs and Services To Be Offered

CMC will offer the following programs and services which shall complement the educational programs and services of the member districts in a cost-effective manner:
- day school placements and other programs and services for students with and without disabilities deemed appropriate by the Board of Directors; and
- professional development programs for general and special educators.

Section IV: Governance

No later than June 30, annually, each member district shall appoint one (1) person to serve on the Board of Directors of the Collaborative, sometimes hereinafter referred to as a Board Member. All persons so appointed and serving on the Board of Directors shall be either a school committee member or the superintendent of schools of the respective member district. In the event that any person so appointed shall, for any reason, cease to be a member of the applicable member district’s school committee or shall cease to serve as a superintendent of schools of the member district, such person shall be deemed to have resigned his or her office on the Board of Directors effective immediately. In addition to the members appointed by the member districts, the Commissioner of Elementary and Secondary Education, hereinafter, the Commissioner, shall appoint one (1) person to serve as a liaison to the Collaborative Board of Directors. Each person so appointed to serve on the Board of Directors shall continue to serve until such time as his/her successor has been duly appointed and qualified. In the event that a vacancy occurs in any seat on the Board of Directors, the entity which originally appointed the Board Member who served in such vacant seat shall appoint either a school committee member or the acting or interim superintendent of schools a person to complete the term of office of the Board Member who formerly held such seat.

CMC shall be managed by this Collaborative Board of Directors, hereinafter sometimes referred to as the “Board” or the “Board of Directors”. The Executive Director of the CMC shall attend each Board meeting.

A. The Board of Directors shall meet not fewer than six (6) times annually. The Board will establish its annual schedule of meetings in September or as soon thereafter as is reasonably practicable and shall comply with the M.G.L. c30A, §§18-25. July and August meetings will be scheduled at the discretion of the Board.
B. So long as the Collaborative shall have two member districts, a quorum for conducting business shall consist of two voting member districts of the Board. If at any time hereafter the Collaborative shall have three or more member districts, a quorum shall consist of a majority of the voting members of the Board. A quorum is not needed to close any meeting of the Board.

C. The Board has the authority to act by a simple majority vote of Board Members present provided that there is a quorum as established pursuant to Section IV B., hereinabove; notwithstanding the foregoing, a vote to terminate the Collaborative shall be approved only in accordance with Section XI of this Agreement.

D. The Board shall annually during September, or as soon thereafter as is reasonably practicable, organize itself by electing a Chairperson.

E. The Executive Director or his/her designee will act as executive secretary to the Board unless otherwise voted by the Board. The Chairperson, with the vote of the Board, may appoint such sub committees or advisory or operating committees of the Board as will facilitate its work or as the Board may deem necessary or desirable from time to time.

Section V: Conditions of Membership

Each member district shall have the following rights and responsibilities.

A. Each Member on the Board will serve as the representative of his or her respective member district and will have one (1) vote. Notwithstanding the fact that members of the Board of Directors serve as the representative of their respective member districts, while acting in his/her capacity as a member of the Board of Directors of the Collaborative, each such member of the Board has a fiduciary responsibility to discharge his or her duties with care, skill, prudence and diligence for the benefit not only of the Board Member’s district, but also for the students served by the Collaborative. If the interests of the Collaborative conflict with the interests of the member district, the Board Member shall have a duty to inform the member district and the Collaborative about the conflict at the next regularly scheduled open meeting of the body.

B. Each member of the Board of Directors shall be responsible for providing information and updates on the activities of the Collaborative on a quarterly basis to the Board Member’s appointing school committee at an open meeting as outlined in applicable law or regulation, currently codified at M.G.L. c.40,§4E and 603 CMR 50.04(2), and shall be responsible for providing such other information as required or requested by the Member district.

C. Each Board Member is expected to complete training provided by the Department of Elementary and Secondary Education (hereinafter, the “Department”) on the roles and responsibilities of their position within 60 days of their initial appointment to the Board.
D. No Board Member shall serve on the board of directors or as an officer or employee of a related for-profit or non-profit organization.

E. Each Board Member is expected to attend every scheduled Board meeting. No Board Member shall delegate his/her powers or send a representative in his/her place as a voting member. In the event that at any time a Board Member misses at least two scheduled meetings and the number of scheduled meetings missed constitutes one-half (1/2) or more of the regular or special meetings of the Board held to date within the then current fiscal year, the Chair of the Board shall inform the Chair of the Member district school committee of the Board Member's absences. In the event that, at any time, a Board Member shall have missed at least two scheduled meetings and the number of scheduled meetings missed constitutes two-thirds (2/3) or more of the Board meetings held to date within the then current fiscal year, such Board Member shall be deemed to have resigned his/her office as a member of the Board of Directors. Thereupon, the Chair of the Board will notify the Chair of the school committee of the member district that the seat is vacant and will remain vacant until such time as the member district, by appropriate vote, appoints a new representative to serve as a Board Member.

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

The Board shall be responsible generally for the operation and management of the Central Massachusetts Collaborative and shall be responsible for providing fiduciary and organizational oversight and accountability over its operation. The Board shall be vested with all authority and responsibilities provided or available to such boards pursuant to M.G.L. c.40, §4E and/or pursuant to 603 CMR 50.00 and all acts and regulations amendatory thereof, and the Board shall be vested with the authority and responsibility to take all actions necessary or incidental to exercise by the Collaborative of those authorities and responsibilities accorded or available to education collaboratives pursuant to M.G.L. c.40, §4E and/or pursuant to 603 CMR 50.00 and all acts and regulations amendatory thereof, such powers and duties to include but not limited to the following:

A. To formulate policy for the Collaborative, to hire all staff, approve the budget, oversee the operation of the Collaborative and to ensure compliance with applicable state and federal laws and regulations, including but not limited to M.G.L. c.40, §4E and 603 CMR 50.00

B. To enter into agreements with member and non-member districts or other collaboratives to establish mutually beneficial programs and services or pricing arrangements and for other purposes if in the best interest of the Collaborative.
C. To lease land, buildings and equipment, to borrow funds in accordance with Section VII.C of this Agreement, to establish by-laws, and advisory councils, to enter into contracts, and to sue.

D. To 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 in accordance with Section VII.C; and
4. approving all expenditures, including contracts, borrowing, and the purchase and sale of real estate in accordance with Section VII.C.

E. The Board is a public employer and shall hire all employees of CMC 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.

F. The Board shall hire
1. an Executive Director who shall have duties as the Board may determine, including but not limited to day to day operational charge of all activities of the Central Massachusetts Collaborative, overseeing all of the Collaborative’s programs and personnel with the exception of the treasurer, and with implementing the policy of the Board;
2. a Business Manager or an employee with responsibilities similar to those of a town accountant to oversee the Collaborative’s finances;
3. at least one school nurse to support the Collaborative’s programs; and
4. a Treasurer, who shall annually give bond consistent with the requirements of applicable law currently set forth at M.G.L.Ch.40, §4E and reports directly to the Board.

G. The Board shall ensure that there is a segregation of duties between the Executive Director, Treasurer, and Business Manager, and that these employees shall not serve as a member 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 and all acts and regulations amendatory thereof.

H. The Board shall develop and adopt 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 laws and regulations. The
Board shall review the effectiveness of such policies to ensure currency and appropriateness and may establish a subcommittee to make recommendations to the Board concerning such policies.

I. The Board shall ensure that the Collaborative conducts, completes and files an annual report and an annual independent audit, as well as such other student, program, financial and staffing information, reports or documents as the Department deems necessary. The Board shall ensure that the annual reports and annual independent audits are filed with appropriate governmental agencies and posted as required by law or regulation as it may be amended at any time and from time to time, and which currently requires posting on CMC's website, consistent with the requirements of M.G.L. c.40, §4E and 603 CMR 50.00.

J. Indemnification:
1. Neither the Executive Director nor any member of the Board shall be liable to the Collaborative or to any member district hereof for any act or omission of the Executive Director or any member of the Board or be held personally liable in connection with the affairs of the Collaborative except only liability arising out of his/her own willful malfeasance, bad faith, gross negligence or reckless disregard of duty to the Collaborative or its members.
2. Neither the Executive Director nor any member of the Board shall be personally liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind, against or with respect to the Collaborative or arising out of any action taken or omitted for or on behalf of the Collaborative and the Collaborative shall be solely liable therefore and resort shall be had exclusively to the Collaborative property for the payment or performance thereof and each member of the Board, and the Executive Director shall be entitled to full indemnity and full reimbursement out of Collaborative property, including, without limitation, fees and disbursements of counsel, if, contrary provisions hereof, such Board Member, Executive Director and member district shall be held personally liable. Any person dealing with the Collaborative shall be informed of the substance of this provision except that any such person need not be informed of the indemnification contained herein, where the Board deems it appropriate, documents or instruments executed by or by authority of the Board shall contain reference hereto.
3. The Executive Director and his/her legal representatives and each Board Member and his/her legal representatives and each member District and its legal representatives shall be indemnified by the Collaborative against all liabilities and expenses, exclusive of amounts paid to the Collaborative, including judgments, fines, penalties, amounts paid in settlement and counsel fees, incurred in reasonable settlement of any action, suit or Central Massachusetts Collaborative proceeding to which such member of the Board, member district or Executive Director or his/her/its legal representatives may be made a party or otherwise involved by reason of his/her/its capacity as a member of the Board, Executive Director or member district, except only liabilities and expenses arising out of his/her/its own willful misfeasance,

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bad faith, gross negligence or reckless disregard of duty to the Collaborative as finally adjudged in such action or, in the event of settlement or termination of such action without final adjudication, as determined by independent counsel for the Collaborative. Said right of indemnification shall be in addition to any other rights to which such member of the Board or Executive Director or member district may be entitled as a matter of law or which may be lawfully granted to him/her/it.

Section VII: Finance

A. Financial Terms:

1. The fees, tuitions, and rates to be charged to member districts for all Collaborative services will be considered and set annually by the Board of Directors, including but not limited to fees for specialized programs for students (tuition), hourly rates for services (therapy, evaluations, consultation, etc.), or overhead calculations for services rendered (professional development, etc.). Fees, tuitions and rates will be calculated through the annual budgeting process for each program as described in Section VII.F.1.g.

2. The Board may, by majority vote, establish buy-in fees to be paid by new member districts to reflect capital costs that have previously been incurred by the Collaborative and member districts. New member districts will pay a share of existing debt based on criteria to be determined by the Board during the time of consideration of approval of the new member and reflected in the Amended Agreement developed in accordance with Section VIII and IX of this Agreement. Such share will be reflected in the calculation of the annual budget.

3. The Board of Directors may enter into agreements with member and non-member districts or other Collaboratives to establish mutually beneficial pricing arrangements.

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 CMC is subject to M.G.L. c. 30B and all acts and regulations amendatory thereof, for the procurement of goods and services.

B. Collaborative Fund:

1. The Collaborative herein agrees to establish an Educational Collaborative Fund known as the Central Massachusetts Collaborative Fund (herein referred to as the Collaborative Fund) which shall be overseen by the Collaborative Board of Directors.

2. The Collaborative Fund may be held in various accounts in various financial institutions. The Collaborative Fund shall be the depository for all funds received by the Collaborative from member and non-member districts, grants, or gifts to the Collaborative from the federal government, state government, charitable foundations, private corporations or any other source; all such monies shall be paid directly to CMC and deposited in said collaborative fund.

3. The Board of Directors shall appoint a Treasurer of the Collaborative Fund as set forth in Section VI, F. and G. of this...
Agreement. No member of the Collaborative Board shall be eligible to serve as Treasurer of the CMC.

4. Subject to the direction of the Board of Directors, the Treasurer is authorized to receive and disburse funds of the CMC Fund without further appropriation.

5. The Treasurer shall annually give bond for the faithful performance of duties and, to the extent required by applicable law or regulation, such bond shall be in a form and amount approved by the Commonwealth of Massachusetts Department of Revenue, and the Board of Directors of the CMC. Any funds of the CMC Fund not immediately necessary for operations may be invested by the Treasurer, consistent with the provisions and requirements of applicable law or regulation, including but not limited to Section 55B of Chapter 44 of the General Laws.

6. Compensation for the Treasurer of the Collaborative shall be established by the Board.

C. Borrowing, Loans, and Mortgages:
   1. The Board may authorize the borrowing of funds or enter into short- or long-term agreements or mortgages, acquiring fixed assets including real property to support Collaborative operations, subject to the following procedures:
      a. all discussions of borrowing, loans and mortgages will be held within a public meeting of the Board;
      b. the Board shall investigate various options with respect to any proposed or anticipated borrowing, loans, and mortgages to ensure that the terms thereof are the most favorable to the Collaborative for such purposes at the time of application; and
      c. the Board shall determine, through a majority vote, at a public meeting, that the terms related to such borrowing, loans and mortgages are cost-effective and the most favorable available to the Collaborative for such purposes at the time of 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 any 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 in which the final vote to approve such mortgage is taken;
   b. the Board shall provide notice to each member district within thirty (30) days of applying for any real estate mortgages; and
   c. the Board shall approve such action by a majority vote.

D. Surplus Funds:
General funds, as defined in 603 CMR 50.07(5)(b) and 50.07(9), unexpended at the end of any fiscal year plus any previous year's surplus funds as determined through the financial statements of the Collaborative, will be considered Cumulative Surplus funds (hereinafter, "Cumulative Surplus").

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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 and all acts and regulations amendatory thereof. 
2. The Board will retain no more than twenty-five (25) percent of the previous fiscal year’s general fund expenditures as specified by 603 CMR 50.07(9). 
3. On an annual basis, after the Board has accepted the audit results of the previous fiscal year, the Board shall approve by majority vote, the final dollar amount of the Cumulative Surplus. 
4. The Board shall determine whether such Cumulative Surplus funds are within the established twenty-five (25) percent limit as set forth in Section VII, D.2. above, and whether and what portion of the Cumulative Surplus funds will be retained by the Collaborative, whether and what portion of the Cumulative Surplus funds will be expended as provided hereinafter, and whether any, all or what portion of the Cumulative Surplus funds will be refunded to the member districts. 
5. In the event that the Board determines that any portion of the Cumulative Surplus funds are to be refunded to the member districts, the proportion of the total Cumulative Surplus funds to be refunded to a particular member district shall reflect the same proportion that such member district’s student membership for the previous fiscal year bears to the total student membership of the Collaborative for all member districts for that previous fiscal year. 
6. Cumulative Surplus funds may be expended in future years’ budgets as a revenue source by Board vote to carry out the purposes for which the Collaborative is established.

E. Capital Reserve Fund
1. The Central Massachusetts Collaborative may create a capital reserve fund (herein "capital reserve" or "reserve") to support costs associated with the acquisition, maintenance, and improvement of fixed assets, including real property, pursuant to a capital plan. 
2. Funds in a capital reserve account may be used only for the project or purpose for which the account was established. 
3. The establishment of a capital reserve shall be subject to the approval of two-thirds of the member districts. The request for approval must state the reason for the reserve, the methodology of assessing capital costs to members as outlined in Section VII.F.1.c and a limit on the balance that may be held in reserve. 
4. Deposits into the capital reserve shall be proposed and approved through the budget process. 
5. In the event that the purpose for which the capital reserve was created requires modification, the Collaborative Board of directors shall revise its capital plan and provide notice to all member districts. If the member district does not vote to disapprove the revised capital plan within a 45 day period, that member shall be deemed to have approved the revised capital plan. Two-thirds (2/3) approval of the member districts is required to revise the capital plan.
F. Annual Budget Preparation and Assessment of Costs

1. Development of the Central Massachusetts Collaborative Budget:

The Board shall annually determine the Collaborative budget consistent with the timelines, terms, and requirements in conformity with applicable law and regulations, currently as provided in M.G.L. c.40, §4E, and in conformity with M.G.L. 603 CMR 50.07(5) promulgated by the Department and in conformity with the terms of this Agreement.

a. In collaboration with staff and member districts, CMC begins forecasting the annual budget each October. The process includes input from Collaborative committees, program directors and staff. Strategic plans created will guide this process. Program directors estimate future program services/enrollments based on this input. The Executive Director and Business Manager meet with program directors to review anticipated enrollment and prior trends to establish appropriate staffing and fiscal resources. When final enrollment and expenses are forecasted, rates are established to support both the qualitative and quantitative program elements.

b. The preliminary budget draft is presented and reviewed by the Finance Subcommittee before submission to the Collaborative Board of Directors. The Finance Subcommittee’s recommended preliminary budget is presented to the Board of Directors for initial review (first reading) in December. The timing of the budget presentation is critical to inform member districts of forecasted rates for the upcoming fiscal year. A second reading of the budget is held in January for the Board vote. Additional meetings will be held as necessary to finalize the annual budget. Forecasts are created in accordance with governing local and state policies.

c. The budget shall contain all planned financial activity for the upcoming fiscal year. Capital costs shall be included in the budget and each member district shall be charged a proportionate share based on the member district’s enrollment of students in the Collaborative as of October 1 SIMS data from the previous school year.

d. The general fund budget shall segregate all operating expenditures, capital expenditures, debt service payments, and deposits to capital reserve.

e. Expenditures from grant funds, trust funds, and other funds not designated as general funds that by law may be expended by the Board without further appropriation shall be segregated in the budget.

f. The 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.

g. The proposed budget shall delineate the tuition prices for member and non-member districts as well as fees for services. Tuition rates and fees for services are based on the overall cost, including direct program costs and indirect administrative expenses, and the number of students served by
the program or service. All direct program costs shall be developed by determining the necessary costs for individual programs. These costs include but are not limited to the personnel expenses, occupancy costs, equipment rentals, instructional supplies and non-instructional expenses, operational expenses and transportation costs. The total indirect administrative costs shall be developed and then apportioned to each program based on a per pupil basis. Administrative costs include but are not limited to the salaries and benefits of administrative staff, occupancy costs, supplies and equipment, postage, travel, legal fees, professional membership dues and subscriptions, technology and communications.

2. The Budget shall be discussed at a public meeting of the Board and notice shall be provided to each member district at least ten (10) working days before the date of such Board meeting.

3. The Board shall adopt the final budget by affirmative majority vote of the Board at a subsequent Board meeting no earlier than ten (10) working days after the Board meeting at which the Collaborative budget was first proposed but no later than the June 30th date, preceding the first day of the fiscal year.

G. Transmitting the Budget and Payment Terms:

1. The Treasurer shall certify and transmit the budget, the capital cost assessments, fees and the tuition rates for the upcoming fiscal year to each member district not later than the June 30th date, preceding the first day of the fiscal year.

2. The Collaborative shall submit invoices to member districts and non-member districts for services on a monthly basis.

3. Tuition bills, capital cost assessments, and fees for services shall be paid within thirty (30) days of the mailing of invoices to member and non-member districts.

4. In the event that any member district fails to make timely payment of any tuition bill, capital cost assessment and/or fee for services and such arrearage in the aggregate equals or exceeds $100,000.00, and/or in the event that such arrearage continues for a period of more than ninety days, the Board, by a majority vote, may impose interest on the unpaid amount to accrue at the legal rate allowed by law, may commence and pursue collection proceedings against the delinquent member district and further may suspend the voting privileges of the delinquent member district. The right to impose interest, the right to commence and pursue collection proceedings and the right to suspend such voting privileges shall be in addition to and not in lieu of all other rights and remedies which the Collaborative and the non-delinquent member districts may have at law or in equity for such failure to make timely payment, all of which rights and remedies are herein specifically reserved to the Collaborative and the non-delinquent member districts.

H. Procedure for Amending the Budget

1. All budget amendments shall be proposed at a public meeting of the Board.
2. Any amendment that does not result in an increase in tuition rates, capital cost assessments, or fees for services shall be approved by the Board by a majority vote.

3. Any amendment to the budget that results in an increase in capital cost assessments, tuition rate(s) or fees for services shall adhere to the following procedures:
   a. All appointed Board Members shall, within ten (10) working days of the public meeting at which the amendment was first proposed, report to their member district 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 of the Board.
   c. The Treasurer shall certify and transmit the amended capital cost assessments, tuition rates and fees for services to each member district no later than ten (10) working days following the affirmative vote of the Board to amend the Budget at the second meeting of the Board described in Section VII,H. 3.b, above.

4. The Board has the authority to reduce tuition rates, capital cost assessments, and fees for services to member and non-member districts, when doing so is determined by the Board to be in the best interest of the Collaborative.

Section VIII: Procedure for Amending the Collaborative Agreement

The Collaborative Agreement of the CMC may be amended from time to time as the need may be, pursuant to the following procedures:

A. A proposal for amendment of the Collaborative Agreement may be initiated by the school committee, by any member district, by any member of the Board of Directors, or by the Executive Director.

B. The proposed amendment shall be presented in writing to the Executive Director and the Chair of the Board no less than twenty (20) working days prior to the meeting of the Board of Directors at which it shall first be read. No less than ten (10) working days prior to the Board meeting at which the amendment is first read, the Executive Director shall cause copies thereof, together with notice as to the time and place of the first reading of the proposed amendment, to be sent to all Board Members and to the Chairs of the school committees of the member districts.

C. Following the first reading of any proposed amendment and any changes as requested by the Board, the Executive Director shall submit the proposed amendment as it may be amended by the Board, to the Department for initial review.

D. Upon Department review, the Executive Director shall make such changes, if any, required by the Department and submit the same to the Board for its review and a first reading of the proposed amendment as so revised.

E. No less than (10) working days prior to the Board meeting at which the revised proposed amendment will be discussed, the Executive Director shall cause copies thereof, together with notice as to the time and place of the first reading and vote thereof, to the Chairpersons of the school committees of the member districts.
F. The proposed amendment, as revised, shall be read a second time at the regular meeting next subsequent to its first reading, at which time, in order to be approved, there must be a majority vote of the Board of Directors approving the proposed amendment as revised.

G. Once the Board of Directors has approved such amendment, the Chair of the Board shall forward the amended Agreement to the member districts for their approval.

H. Once a majority of the member school committees have approved and signed the amended Agreement, the Collaborative shall submit the signed amended Agreement in accordance with all applicable law and regulation currently set forth at M.G.L. c.40, §.4E and 603 CMR 50.00, to the Commissioner of Elementary and Secondary Education/Board of Elementary and Secondary Education for approval.

I. No amendment to the Collaborative Agreement shall be effective until approved and authorized by a majority of the member school committees and by the Board of Elementary and Secondary Education.

Section IX: Procedure and Timeline for Admitting New Member Districts

A school committee or charter school board may become a member of the CMC consistent with the following terms:

A. At least 180 days prior to the beginning of a new fiscal year, the prospective member school committee shall submit to the Chair of the Board and the Executive Director of the Collaborative notification of the intent to join the Collaborative and request to be admitted to membership, along with a copy of the school committee/charter school board minutes that indicates an affirmative vote of the school committee/charter school board to seek membership in the Collaborative.

B. Upon receipt of the prospective member school committee’s/charter school board’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, this Agreement will be amended to add the new member district. The Agreement shall be amended consistent with Section VIII of this Agreement.

D. The amendment or the votes of approval may provide for the deferral of the admission of a new member district until July 1 of the next subsequent fiscal year.

E. A school committee or charter school board may be admitted to the Collaborative as of July 1 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 30 of the fiscal year prior to the fiscal year in which the new member district is to be admitted to the Collaborative.

F. The new member district or charter school board may designate a non-voting representative to the Collaborative Board of Directors following the approval for admission and continuing until the actual date of such admission as described in IX. E. above.

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

A. Any member district may withdraw from the Central Massachusetts Collaborative as of July 1, in any year, provided that such member district gives a written notice to every other party to this Agreement as well as to the Executive Director of the Collaborative and to the Board of Directors.
the Collaborative of such intent at least 180 days before the end of such fiscal year, and provided the Board of Elementary and Secondary Education has approved the withdrawal by April 30, of the fiscal year at the conclusion of which the withdrawal is to occur. Withdrawal may only take place at the end of the fiscal year.

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 Collaborative’s 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 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 Agreement shall be amended consistent with Section VIII of this Agreement.

D. Upon withdrawal of any member district, neither such withdrawing member district, nor the school committee of such member district, nor the town or city of such withdrawing member district shall be entitled to any assets or portion of any assets of the CMC including but not limited to any surplus or Cumulative Surplus funds, provided however that a member district’s share of the capital assets or capital reserve funds held by the Collaborative shall be distributed to the withdrawing member district that contributed to the purchase of the particular capital asset or capital reserve deposit then held by the Collaborative, in proportion to the withdrawing member district’s contribution toward the capital reserve account for the particular project or purpose for which the capital reserve fund account was established. Such distribution will be made pursuant to such payment terms, which shall be over the lifetime of capital asset, established by the Board in its reasonable discretion.

E. The withdrawing member district must fulfill all its financial obligations and commitments made to the Collaborative and the withdrawal of the member district from the Collaborative and the Collaborative’s approval of such withdrawal shall not be deemed to be a release of such financial obligations and commitments.

F. A member district that has withdrawn from the Collaborative will continue to be liable to the Collaborative and/or to any claimant against the Collaborative for its pro-rata share of the budget for any debts, claims, demands or judgments of or against the Collaborative arising in whole or in part during the period of said former member district’s membership in the Collaborative.

G. Upon withdrawal from the Collaborative, the withdrawing member district will be reimbursed for any funds for prepaid tuition or services in accordance with applicable law and regulation, currently as set forth under M.G.L. c.40 §4E. To the extent permitted by law and regulation, the Collaborative shall have the right to determine the terms, timing and method of such reimbursement and shall have the right to offset any claim for reimbursement against any obligations and/or liabilities of the withdrawing member district to the Collaborative.

H. The withdrawal of any member district(s) at any time shall not affect the status of the Collaborative Agreement and same shall remain in full force and effect until specifically changed or amended by the Board, and
approved by the member districts and the Board of Elementary and Secondary Education.

I. If, upon the withdrawal of a member district(s), fewer 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. A member district may request that the Board initiate termination proceedings of the Collaborative Agreement by giving notice to all other member districts and to the Executive Director at least twelve (12) months before the end of the then current 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 next steps.

C. The termination of the Collaborative Agreement may only be effective as of the end of the fiscal year.

D. The CMC Agreement may be terminated at the end of any fiscal year only by the affirmative vote for termination of at least two-thirds (2/3) vote of the member districts of the Collaborative, all of which the votes must be taken and notice of each vote with copies of the approved minutes of each of the meetings during which the vote to terminate was approved, must be received by the Executive Director no later than 200 days prior to the effective date of termination.

E. Following the Executive Director’s receipt of notice of such affirmative votes of the school committees of the member districts to terminate the Collaborative Agreement with copies of the applicable approved minutes from the school committee meetings approving such termination, the Executive Director shall inform the member districts and non-member districts who are served by the Collaborative and the Department in writing of the vote to terminate the Collaborative Agreement at least 180 days prior to the effective date of termination.

F. Following the affirmative votes of the member districts to terminate the Collaborative Agreement, a final independent audit will take place and a final independent audit report will be provided to all Board Members and to the member districts as well as to the Department, such audit report to include but not be limited to an accounting of assets and liabilities (debts and obligations) of the Collaborative and the proposed disposition of same.

G. Prior to termination, the Board shall:
1. determine the fair market value of all assets of 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, equipment and supplies;
3. identify the member district responsible for maintaining all fiscal records after termination of the Collaborative;
4. identify the member and non-member districts responsible for maintaining student records.
5. identify the member district responsible for maintaining employee and program records after termination of the Collaborative;
6. 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;

7. distribute surplus funds or capital reserve funds to member districts as follows: surplus funds shall be distributed to member districts according to the terms of Section VII, D. 5 of the Agreement; capital reserve funds shall be distributed to member districts in proportion to each member district’s contribution toward the capital reserve account for the particular project or purpose for which the capital reserve fund account was established; to the extent that any surplus funds or capital reserve funds remain after distribution in such manner, such remaining funds shall be distributed to the member districts in a manner which shall reflect the same proportion that each member district’s student membership for the previous fiscal year bears to the total student membership of the Collaborative for all member districts for that previous fiscal year;

8. 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 in a manner which shall reflect the same proportion that each member district’s student membership for the previous fiscal year bears to the total student membership of the Collaborative for all member districts for that previous fiscal year.

II. 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 the then applicable law and regulation, currently as provided by 603 CMR 50.11 to the Department.

I. In the event that the Department revokes and/or suspends the approval of the CMC Agreement, the Board will follow all lawful instructions from the Department, and Sections XI.E through XI.H, inclusive, shall be implemented to the extent these procedures are consistent with the lawful order of the Department terminating the Collaborative Agreement.

NON-DISCRIMINATION PRACTICES

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

This Agreement shall take effect on July 1, 2020, providing all required local approvals and that of the Commissioner of Elementary and Secondary Education on behalf of the Board of Elementary and Secondary Education are received by the preceding April 30th, and shall continue indefinitely.
This Agreement has been approved by the CMC Board of Directors at public meetings held as listed below.

Dates of public readings and approval by the CMC Board of Directors:
Date of First Reading: December 12, 2019
Date of Second Reading: January 16, 2020
Date approved by the Collaborative Board of Directors: January 16, 2020

This Agreement has been approved by duly authorized votes at public meetings held by the individual school committees whose Chairpersons have signed below.

Date(s) approved by member School Committees:

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Signatures:

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This Agreement has been approved on behalf of the Board of Elementary and Secondary Education by:

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