

School Committee Meeting Book

April 29, 2020 7:00 pm

Town Hall -100 Maple Avenue Selectmen's Meeting Room



AGENDA April 29, 2020 7:00pm Remote Meeting

THIS MEETING IS NOT OPEN TO PHYSICAL PARTICIPATION BY THE PUBLIC. TOWN HALL IS CLOSED TO THE PUBLIC. IF AN ALTERNATIVE MEANS OF REMOTE PARTICIPATION FOR THE PUBLIC BECOMES AVAILABLE WE WILL PUBLISH THAT INFORMATION SEPARATELY.

On March 12, 2020, Governor Baker issued an Executive Order modifying certain requirements of the Open Meeting Law, to enable public bodies to carry out their responsibilities while adhering to public health recommendations regarding social distancing.

The Executive Order relieves public bodies from the requirement in the Open Meeting Law that meetings be conducted in a public place that is open and physically accessible to the public, provided that the public body makes provision to ensure public access to the deliberations of the public body through adequate, alternative means. "Adequate, alternative means" may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body in real time. A municipal public body that for reasons of economic hardship and despite best efforts is unable to provide alternative means of public access in real time may instead post on its municipal website a full and complete transcript, recording, or other comprehensive record of the proceedings as soon as practicable afterwards.

In addition, all members of a public body may participate in a meeting remotely; the Open Meeting Law's requirement that a quorum of the body and the chair be physically present at the meeting location is suspended.

All other provisions of the Open Meeting Law, such as the requirements regarding posting notice of meetings and creating and maintaining accurate meeting minutes, as well as the limited, enumerated purposes for holding an executive session, remain in effect.

<u>Items</u>		Suggested time allotments
I.	Public Participation	7:00-7:10
II.	Chairperson's Report & Members' Reports	
III.	Superintendent's Report	
IV. A.	Time Scheduled Appointments: Update regarding the school district's response to the COVID-19 school closure	7:10 – 7:30
V.	Curriculum	
VI.	Policy	
VII. A.	Finance & Operations Update on Impact of COVID-19 Pandemic on Finance &	7:30 – 8:00
В.	Operations: Report Contract Amendment with AA Transportation for School	8:00 – 8:10

Closure Period: Vote



C.	Payroll Continuity for Staff During School Closure Period: Vote	8:10 – 8:30
VIII.	Old Business	
IX.	New Business	
X.	Approval of Minutes	8:30 – 8:35
	Executive Session For the purpose of negotiations with some or all of the following: the Shrewsbury Education Association Unit A, Shrewsbury Education Association Unit B, the Shrewsbury Paraprofessional Association, the Shrewsbury Cafeteria Workers, and/or non-represented staff. For the purpose of reviewing, approving, and/or releasing executive session minutes.	8:35 – 9:00
XII.	Adjournment	9:00

Next regular meeting: Wednesday, May 6



ITEM NO: I Public Participation

MEETING DATE: **4/29/20**

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee hear thoughts and ideas from the public regarding the operations and the programs of the school system?

BACKGROUND INFORMATION:

Copies of the policy and procedure for Public Participation are available to the public at each School Committee meeting.

ITEM NO: II. Chairperson's Report/Members' Reports

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee hear a report from the Chairperson of the School Committee and other members of the School Committee who may wish to comment on school affairs?

BACKGROUND INFORMATION:

This agenda item provides an opportunity for the Chairperson and members of the Shrewsbury School Committee to comment on school affairs that are of interest to the community.

STAFF AVAILABLE FOR PRESENTATION:

School Committee Members

Ms. Sandra Fryc, Chairperson

Mr. Jon Wensky, Vice Chairperson

Dr. B. Dale Magee, Secretary

Ms. Lynsey Heffernan, Committee Member

Mr. Jason Palitsch, Committee Member

ITEM NO: III. Superintendent's Report

SPECIFIC STATEMENT OR QUESTION:

Will the School Committee hear a report from Dr. Joseph M. Sawyer, Superintendent of Schools?

BACKGROUND INFORMATION:

This agenda item allows the Superintendent of the Shrewsbury Public Schools to comment informally on the programs and activities of the school system.

STAFF AVAILABLE FOR PRESENTATION:

Dr. Joseph M. Sawyer, Superintendent of Schools

ACTION RECOMMENDED FOR ITEMS I, II, & III:

That the School Committee accept the report and take such action as it deems in the best interest of the school system.



ITEM NO: IV. Time Scheduled Appointments: MEETING DATE: 4/29/20
A. Update regarding the school district's response to the COVID-19 school closure

BACKGROUND INFORMATION:

The situation regarding the Coronavirus (COVID-19) pandemic continues to evolve. The district is closed through the end of the 2019-2020 academic year per mandate by Governor Baker for all schools in the state. At the meeting, Dr. Sawyer and other district administrators will provide an update on how the school district's response to the pandemic has evolved during the past week.

ACTION RECOMMENDED:

That the School Committee hear the report and take such action as it deems in the best interest of the school system.

MEMBERS & STAFF AVAILABLE FOR PRESENTATION:

Dr. Joseph M. Sawyer, Superintendent of Schools Other district administrators as needed



11EM NO: IV. Time Scheduled Appointments:	MEETING DATE:	4/29/20
BACKGROUND INFORMATION:		
ACTION RECOMMENDED:		
STAFF AVAILABLE FOR PRESENTATION:		



11EM NO: V. Curriculum	MEETING DATE:	4/29/20
BACKGROUND INFORMATION:		
ACTION RECOMMENDED:		
STAFF AVAILABLE FOR PRESENTATION:		



ITEM NO: VI. Policy	MEETING DATE:	4/29/20
BACKGROUND INFORMATION:		
ACTION RECOMMENDED:		
COMMITTEE MEMBERS/STAFF AVAILABLE FOR PRESEN	ITATION:	



ITEM NO: VII. Finance & Operations MEETING DATE: 4/29/20
A. Update on Impact of COVID-19 Pandemic on Finance & Operations: Report

BACKGROUND INFORMATION:

The COVID-19 Pandemic is having a profound effect on all operational aspects of the district. In his report tonight, Mr. Collins will update the Committee on the pandemic's impact on finances and operations relative to the bus contract amendment agreement, payroll continuity, year-end FY20 forecasting, and the FY21 budget status.

ACTION RECOMMENDED:

That the School Committee hear the report and take such action as it deems in the best interest of the school system.

STAFF AVAILABLE FOR PRESENTATION:

Mr. Patrick Collins, Assistant Superintendent for Finance and Operations

Dr. Joseph M. Sawyer, Superintendent of Schools

COVID-19 Related Financial Matters

Dr. Joseph M. Sawyer, Superintendent

Mr. Patrick C. Collins, Asst. Superintendent for Finance and Operations

Topics

- School transportation contract amendment recommendation
- Pay continuity recommendation
- Year-end forecasting for FY20
- FY21 budget status update

School Transportation Contract Amendment

- Based upon guidance issued by the MA DESE Commissioner of Education on March 27, 2020 school districts with a common transportation were advised to work together to reach a contract amendment during school closure to assure the viability of the company and readiness to return to service upon re-opening.
- There are few transportation providers in Massachusetts and nationwide as the industry has high barriers to entry.
- 11 districts including Shrewsbury worked with AA Transportation to reach a contract amendment with the same terms and conditions

School Transportation Contract Amendment

- Amendment terms call for a payment of 75% of the daily rate cost for each bus for each day closure.
- Even with this amendment, AA Transportation is experiencing significant lost revenue due to loss of related work and billing for athletic trips, field trips, bus monitors.
- This amendment does create some savings in the current FY20 budget

School Transportation Contract Amendment

- This amendment does create some savings in the current FY20 budget
- On a \$3.77M busing budget for these services, this represents a 13% overall savings

Category	Amount/Estimate
Home-to-School	\$311,268
Bus Monitors	\$126,500
Athletics	\$ 45,000
School sponsored events [i.e. Music, Speech and Debate]	\$ 4,000
Total	\$486,768

School Transportation Contract Amendment In Context..lt helps BUT

- We are expecting to experience a \$1.76M decrease in revenue collections for tuitions, fees, food services, and facility rentals
- We are experience new and unbudgeted Covid-19 expenses
- We are looking at having to make significantly greater reductions in the FY21 Budget beyond the \$1.7M in program and staff cuts already made

- These groups of staff are engaged in remote learning or school management/support and all payroll is fully budgeted and available in the FY20 budget.
 - Administrators
 - Teachers, counselors, nurses
 - Clerical and IT support
 - Paraprofessionals

- The following part-time [non-benefited] positions are funded via the General Fund Operating Budget and have no opportunity for work:
 - Door Monitors
 - Crossing Guards
- Additional cost to pay until end of school year: \$13,365
- Impacted staff: 16 staff, 9 of whom have a second job with S.P.S.

- The Food Service staff are funded via the Food Service Revolving Fund and some staff are working a reduced schedule in the ongoing Meal Support Program while others have no work. Some work is still yet to be done to clean up, move food, and close kitchens until August.
- Additional cost to pay until end of school year: \$113,487
- Impacted staff: 48 staff, 14 of whom have health/life insurance benefits. Excluded from this group are the director and administrative assistant who are both needed during closure to continue all program administration and coordination with staff if furloughed

Food Service Fund: Year End Forecasting

Begin Year Fund Balance	\$	606,509	
FY20 Estimates:			
Assuming school closure 3/17 to end of school year			
Revenue	\$	1,465,772	
Expenditures	\$	1,830,584	Assumes pay continuity
Net Loss	\$	(364,812)	
End of Year balance	\$	241,697	
FY19 Annual Revenue		2,202,919	
FY20 Balance as Percent of Ann. Revenue		11%	

Although pay continuity draws the fund balance down significantly, there is adequate funding to provide pay continuity until the end of the school year.

- The Extended School Care staff are funded via the Extended School Care Revolving Fund. During closure staff have been doing some online training.
- Additional cost to pay until end of school year: \$178,200.
- Impacted staff: 90 staff, 9 of whom have health/life insurance benefits. Of the 90 staff, 56 have a second job with S.P.S. as a paraprofessional during the day.

Extended School Care Fund: Year End Forecasting

FY20 Begin Year Fund Balance	\$ 204,466	
FY20 Estimates:		
Assuming school closure 3/17 to end of school year		
Revenue	\$1,014,356	
Expenditures	\$1,652,000	Assumes pay continuity
Net Loss	\$ (637,644)	
End of Year balance	\$ (433,178)	Would have to be funded via General Fund
FY19 Annual Revenue	\$ 1,710,483	
FY20 Balance as Percent of Ann. Revenue	-25%	

Unemployment Cost Forecasting

- Furloughing employees costs real money- to reimburse the MA State Unemployment system
- There exists a possibility that furloughing employees now may cause eligibility of employees to collect over the summer months, something that typically is prohibited
- Calling back furloughed employees for a few days work in June may protect against the summer costs

Unemployment Cost Forecasting

- Due to the federal stimulus legislation, the Town costs may be reduced from 50% to 25% of an employee's average weekly wages.
- Additionally, employees may be eligible for an \$600 per week on top of their 50% average weekly wages. The additional \$600 is not a cost that has to be reimbursed by the Town. This could be the proverbial "win-win" for our furloughed employees who will have to navigate the unemployment system

Unemployment Cost Forecasting

								Regula	r Fu	ll Pay		Es	stim	mated Unemploym	er	nt Cost Scenarios	;		
Notes	Funding Source	Category	Comp Days in May	Comp Days in June	Total Days	Equivalency in Weeks	Da	ily Cost	Re	Total maining iability		Estimated Unemployment Cost at 50% Town Liability		Estimated Unemployment Cost at 25% Town Liability	s	for 10 more		HeadCount Impact	Headcount on Health or Life Insurance
							Г					Fown UI Costs for 6.4 of schoo			W	Town UI Co veeks/remainder through la	of school year and		
1	Gen. Fund	Crossing Guards	20	12	32	6.4	\$	189	\$	6,237		\$ 3,119			\$			8	
2	Gen. Fund	Door Monitors	20	12	32	6.4	\$	216	\$	7,128		\$ 3,564	\$	1,782	\$	9,133	\$ 4,566	8	
3	ESC Revolving Fund	Extended School Care	20	12	32	6.4	\$	5,400	\$	178,200		\$ 89,100	\$	44,550	Ş	228,319	\$ 114,159	90	9
				Estimate	d Total I	iability			\$	191,565		\$ 95,783	\$	47,891	\$	245,443	\$ 122,721	106	9
1	Cossing Guards include	8 part-time staff, 2 of v	whom have	e full-time	jobs as	a paraprofessio	nals	during s	choo	day and	1 w	ho also works as a o	door	or monitor.	H		<u>†</u>		
	Door Monitors include																		
3	Extended School Care v	vages includes 34 full a	nd part-tir	ne staff w	hose sole	e job is with ESO	Cano	l 56 staf	f wh	o <mark>h</mark> ave a 2	nd j	ob with SPS. Exclud	les D	Director and Admin	1. <i>A</i>	Assistant.			

Potential cost options under varied scenarios.

Furlough v. Layoff: Basic Differences

Furlough

- Temporary leave due to lack of work
- Furloughed employees can retain employer sponsored benefits with employer share still paid
- Can access unemployment benefits if meet other eligibility requirements

Layoff

- Permanent termination from employment
- Must access benefit continuance via "COBRA" and loss of employer share payment
- Can access unemployment benefits if meet other eligibility requirements

Recommendation

- Given the significant liability and lack of resources in the Extended School Care account, and the severe negative financial situation we find ourselves now with our General Fund Operating Budget and into FY21, it is recommended that we furlough the Crossing Guards, Door Monitors, and Extended School Care group of staff (with the exception of the Director and Administrative Assistant who we need to help manage us through this process) effective close of business May 1, 2020 until start of business on the morning of June 15, 2020.
- From June 15 to June 16 all staff would be recalled from furlough to conduct end of year clean up, preparations for start up in fall, and learn about any Covid-19 related protocols for re-opening. This same group would then be provided the customary "reasonable assurance" of re-employment letter for Fall 2020.

Recommendation

• The payroll savings from furloughing Extended School Care staff, Door Monitors, and Crossing Guards to the FY20 General Fund Operating School Dept. Budget would be approximately \$192,000.

• The new cost to Town Unemployment Budget would be approximately \$48,000, or 25% of the above figure.

FY20 Budget Forecasting

- Certainty of school closure for remainder of year brings greater certainty to FY20 year-end forecasting
- Key decisions need to be finalized regarding:
 - School transportation contract amendment
 - Pay continuity
 - Out of district special education tuitions
 - Some outstanding collective bargaining items impacting budget
 - \bullet Any additional educational or operational resources needed to manage through until June 30^{th}

FY20 Budget Forecasting

- Remaining revenue to forecast
- Outstanding accounts receivable from fees and outstanding school lunch accounts that families owe the School Dept.
- Requests for refunds-disposition

FY21 Budget

- Our Town Manager, Mr. Mizikar, has made another FY21 revenue forecast using a range of scenarios, all of which conclude a significant decrease in revenue from his original budget plan
- A revised timeline for the Annual Town Meeting and setting of FY21 budgets has been put forth but not finalized. Generally, postponing provides more clarity especially with respect to state aid
- We need to revise/update our own revenue projections for the state Special Education Circuit Breaker Reimbursement Program and all feebased services such as busing, athletics, activities

FY21 Budget

- We need to update our expense budgets to incorporate the latest information regarding;
 - Out of district and vocational/technical enrollments and associated tuitions
 - All personnel changes and related budget impact
 - Forecast needs for Covid-19 related expenses into the 2020-2021 year



ITEM NO: VII. Finance & Operations MEETING DATE: 4/29/20
B. Contract Amendment with AA Transportation for School Closure Period:

Vote

BACKGROUND INFORMATION:

Please see agenda item VII. A. In that report, Mr. Collins will present information on a proposed bus contract amendment that ensures the viability of the AA Transportation and also achieves some savings for the school districts during school closure. Dr. Sawyer is recommending that the Committee vote to approve the proposed bus contract amendment.

ACTION RECOMMENDED:

That the School Committee, in accordance with the Massachusetts Commissioner of Elementary and Secondary Education guidance issued on March 27, 2020, and in the mutual interest of Shrewsbury Public Schools and AA Transportation Co., vote to approve the amendment Between the Shrewsbury Public Schools and AA Transportation Inc. [of Shrewsbury, MA] dated April 29, 2020, contingent upon the final approval of the Shrewsbury Town Manager who is the municipality's Chief Procurement Officer

STAFF AVAILABLE FOR PRESENTATION:

Dr. Joseph M. Sawyer, Superintendent of Schools

Mr. Patrick Collins, Assistant Superintendent for Finance and Operations



Shrewsbury Public Schools

Patrick C. Collins, Assistant Superintendent for Finance & Operations

29 April 2020

To: School Committee

Subj: SCHOOL TRANSPORTATION CONTRACT AMENDMENT

Background

In response to the myriad negative impacts of Covid-19 on public education, The Massachusetts Commissioner of Elementary and Secondary Education, Jeff Riley, issued a guidance memorandum to all school districts on March 27, 2020 [see attached].

Part of that memo addressed the important topic of the viability of the school transportation providers as the vast majority of school districts outsource this function to private companies. In that guidance he quotes some language from the CARES Act Educational Stabilization Fund that urges the pay continuity for employees and contractors to the greatest extent practicable.

To this end MA DESE facilitated school districts with a common vendor to work together and develop school transportation contract amendments.

Process

In Central Massachusetts, AA Transportation Co. provides services to eleven school districts serving a larger number communities as some districts are regionalized. Over the past two weeks, we engaged in a dialogue with all stakeholders and arrived at what we believe is reasonable amendment to ensure the viability of the AA Transportation and also achieve some savings for the school districts during school closure.

I received a template contract amendment document from our legal counsel and we have modified that document with our specific amendment terms.

All eleven school districts are in agreement with this amendment and all will receive the same "discount percentage" for school closure days. While this arrangement has been agreed upon in concept by all school district business administrators, each district will have its own local approval process and execute a contract amendment between its district and AA Transportation Co.

We used and shared other district/vendor amendment data and saw that school districts and vendor resolutions ranged in the 75% to 82.5% range when it was required that the vendor make its employees "whole" from a wage and benefit perspective. So, we are confident that our amendment that stipulates a 75% payment for each "home-to-school" bus is well within a range of "the market norm".

Finally, since our original contract was approved and signed by our Town Manager, Mr. Mizikar, I have sent our draft agreement to him for his review as well. As Shrewsbury's Chief Procurement Officer, he has final say on any contract amendment and he supports the one we have devised.

Estimated Impact of Amendment

This amendment will create some one-time FY20 savings as estimated below. Certainly, these savings can assist in covering some unexpected Covid-19 related expenses and possibly assist us with closing the FY21 budget gap for FY21.

Category	Amount/Estimate			
Home-to-School	\$311,268			
Bus Monitors	\$126,500			
Athletics	\$45,000			
School sponsored events [i.e.	\$4,000			
Music, Speech and Debate]				
Total	\$486,768			

Vote Recommendation

In accordance with the Massachusetts Commissioner of Elementary and Secondary Education guidance issued on March 27, 2020, and in the mutual interest of Shrewsbury Public Schools and AA Transportation Co., I move to approve the *AMENDMENT Between the SHREWSBURY PUBLIC SCHOOLS and AA Transportation Inc. [of Shrewsbury, MA]* dated April 29, 2020, contingent upon the final approval of the Shrewsbury Town Manager who is the municipality's Chief Procurement Officer.

AMENDMENT Between the SHREWSBURY PUBLIC SCHOOLS and

AA Transportation Inc. [of Shrewsbury, MA]

This Amendment is entered into between the Town of Shrewsbury and Shrewsbury Public Schools, acting through its Superintendent and the Chair of its School Committee, (hereinafter, the "Shrewsbury Public Schools" or the "District") on the one hand, and AA Transportation Co. on the other hand, (collectively referred to as the "Parties") on this 29th day of April, 2020 to amend the Contract for School Transportation dated 27 March 2018 (hereinafter "Agreement"). It is intended to memorialize certain commitments by the Parties as outlined herein.

WHEREAS, on March 10, 2020, Charles D. Baker, Governor of the Commonwealth of Massachusetts, acting pursuant to the powers provided by Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, declared that there now exists in the Commonwealth of Massachusetts a state of emergency due to the outbreak of the 2019 novel Coronavirus ("COVID19"); and,

WHEREAS, Charles D. Baker, Governor of the Commonwealth of Massachusetts, ordered that all public and private elementary and secondary (K-12) schools in the Commonwealth, excluding residential and day schools for special needs students, shall suspend all normal, in-person instruction and other educational operations at the end of the school day on Monday, March 16, 2020 and shall not re-open for normal operations before Monday, June 29, 2020 (hereinafter the "Governor's Mandatory Closure"); and,

WHEREAS, the Shrewsbury Public Schools recognize that these unprecedented times involving COVID-19 and the attendant Governor's Mandatory Closure will impact certain uniquely positioned vendors that primarily are in operation to support the Shrewsbury Public Schools; and,

WHEREAS the Town of Shrewsbury and the Shrewsbury Public Schools are parties to a contract with AA Transportation Co. to provide transportation to certain of the District's students. Although the bus drivers and other support personnel associated with the Agreement are employees of AA Transportation Co. such employees play an integral role in the transportation of District students and are instrumental in the orderly operation of the District on a daily basis when school is in session; and,

WHEREAS it is the shared desire of the signatories to this Amendment that the bus drivers and other support personnel employed by AA Transportation Co., Inc. and who are regularly assigned to work transporting the District's students have been furloughed during the period of the Governor's Mandatory Closure be compensated as provided herein; and,

WHEREAS it is recognized that Massachusetts General Laws, Chapter 41, Section 56 only allows for the payment of services actually rendered to the Town; and,

NOW, THEREFORE, in an effort to establish some general commitments between the Parties during this period of uncertainty, the Shrewsbury Public Schools and AA Transportation Co., Inc. mutually agree to the following:

- This Amendment modifies the current Agreement for School Transportation Services in place during the Governor's Mandatory Closure. All other provisions of that Agreement remain in effect.
- 2. AA Transportation Co., Inc. will give notice to and re-employ all drivers and support personnel and make buses, bus drivers and all other support personnel available to the Town of Shrewsbury and/or the Shrewsbury Public Schools to provide transportation services as may be needed during the Governor's Mandatory Closure. It is further expected that AA Transportation Co., Inc. will adhere to recommendations around issues of social-distancing and maximum assembly of persons issued by the Governor in connection with the transportation pursuant to this paragraph.
- 3. AA Transportation Co., Inc. will "make whole" from a wage and benefit standpoint (the "Make Whole Wages and Benefits") all bus drivers and support personnel in support of this contract retroactively to the first official school closure date of March 17, 2020 and forward through the end of the 2019-2020 regular school year as defined by the District's school calendar. For purposes of this Agreement Make Whole Wages and Benefits will be based on average weekly regular route wages and charter wages paid during the month of February 2020, and benefits provided and subject to such terms and conditions hereof as of February 2020.
- 4. AA Transportation Co., Inc. agrees to indemnify and hold the Shrewsbury Public Schools harmless in connection with its transportation pursuant to Paragraph 2 above and any litigation or damages arising therefrom. AA Transportation Co, Inc. also agrees to maintain liability insurance, in at least the same coverage amount and under the same terms that it maintains pursuant to the Agreement, on all buses to be utilized in connection with the transportation of individuals as outlined in Paragraph 2 above.
- 5. The Shrewsbury Public Schools will pay AA Transportation Co., Inc. [\$308.80] for each school day that school is closed during the Governor's Mandatory Closure for "Home-to-School" buses and vans under contract. This amount represents seventy-five percent [75%] of the daily contractual cost for student transportation (i.e. "Home-to-School") based on current vehicle usage between the Shrewsbury Public Schools and AA Transportation Inc. pursuant to the Agreement. No other services such as field trips, athletics, special charters, or bus/van monitors will be billed or paid for during the school closure period.
- 6. AA Transportation Co., Inc. agrees as a condition of its receipt of the payments outlined herein at Paragraph 5 above that it will pay all employees assigned to the Shrewsbury Public Schools contract average weekly regular route wages and charter wages paid during the month of February 2020 of all such employees. AA Transportation Inc. agrees

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- to furnish evidence of these payments, by individual, if requested by the Shrewsbury Public Schools.
- 7. By making this agreement and as a condition of its receipt of the payments outlined herein at Paragraph 5 above, AA Transportation Co., Inc. does not give up its right to apply for COVID-19 federal stimulus relief funds for which it might be eligible. Both parties acknowledge and understand that under no circumstance is it intended that AA Transportation Co., Inc. receive both payments from the Shrewsbury School District. other school districts and customers and federal stimulus funds that would exceed the total revenue that AA Transportation Co. would otherwise receive under normal operations had the Governor's Mandatory Closure not occurred. As such, AA Transportation Co., Inc. hereby notifies the district that the company has applied for an SBA loan under the CARES act. AA Transportation Co., Inc. will notify the district upon receipt of notification of forgiveness of any portion of said CARES act loan or receipt of any other similar stimulus grant. Further, if the federal stimulus forgiveness or such other grant and or forgiveness received by AA Transportation, in combination with the payments agreed upon in Paragraph 5 above received from the Shrewsbury School District, other school districts and other customers exceed what would have totaled expected revenue had the Governor's Mandatory Closure not occurred, then AA Transportation Co. agrees it will return such overpayments to the Town/District as either a cash payment or credit towards future services as agreed upon by the Town/District and AA Transportation on a pro rata percentage basis.
- 8. AA Transportation Co. acknowledges that this agreement is contingent on authority being granted to the Town of Shrewsbury Y and the Shrewsbury Public Schools to make the payments outlined herein at Paragraph 4 above. In the event that a determination is made or opinion rendered that such payments are not permissible or lawful under state, federal or local laws, regulations, or ordinances, whether issued by a court of competent jurisdiction or appropriate governmental agency or legal representative, the obligation to make such payments shall cease and this Amendment shall become null and void with no further recourse to AA Transportation Co. In addition, in the event that a determination is made or opinion rendered that such payments are not permissible or lawful under state, federal or local laws, regulations, or ordinances, whether issued by a court of competent jurisdiction or appropriate governmental agency or legal representative, any payments made hereunder shall be credited back to the Town of Shrewsbury and Shrewsbury Public Schools for purposes of satisfying charges associated with any future services provided by Shrewsbury under the Agreement. In the event this Amendment shall become null and void as provided in this Paragraph, then and all claims that AA Transportation Co., Inc.'s may have under the Contract for School Transportation dated 27 March 2018 shall be fully restored.
- 9. It is agreed by the Shrewsbury Public Schools and AA Transportation Co. that this Amendment and its terms are only effective for the duration of the Governor's Mandatory Closure (i.e., end of school on Monday, March 16, 2020 through reopening for normal operations no sooner than June 30, 2020), and any extension of the Governor's Mandatory Closure as specifically ordered by the Governor. This

Amendment and its terms do not apply to any period beyond the Governor's Mandatory Closure, even if voluntarily imposed by the Shrewsbury Public Schools. Further, in the event that either federal or state legislation [not guidance] is subsequently enacted relating to the payments to public school transportation providers prior to June 29, 2020, then this Agreement shall be nullified and both parties will act in accordance with the new legislation and its terms and any related regulations.

- 10. AA Transportation Co., Inc. shall submit an invoice pursuant to this agreement to the Shrewsbury Public Schools in the amount of \$308.80 daily rate for each school day during the Governor's Mandatory Closure. Payment shall not be made for weekend days or other days that the Shrewsbury Public Schools would not be in session (i.e., non-school days, holidays, school vacation, etc.) in accordance with the Shrewsbury Public Schools 2019-2020 School Calendar which occur during the Governor's Mandatory Closure or any extension specifically ordered by the Governor. Such invoices shall include language such as; "Maintaining bus fleet equipment, staff, facilities, and all related operations in a readiness status at the disposal of the District during Covid-19 School Closure" so as accurately capture the rationale for such payment.
- 11. This Amendment does not establish any precedent nor is it any guarantee that the same commitments will be made under similar circumstances in the future.

This agreement is made on this 29	day of April 2020.	
Print Shrewsbury	Signature	
For the Town of Shrewsbury and Shre	wsbury Public Schools	
Print Shrewsbury Ron Einenwe For AA Transportation Co.	Signature	



News from Commissioner Jeffrey C. Riley & the MA Department of Elementary and Secondary Education

On the Desktop - March 27, 2020

Payments for Contracted Services

Dear Superintendents, Charter School Leaders, Assistant Superintendents, Collaborative Leaders, Executive Directors of Approved Special Education Schools, and School Business Officials,

In response to questions I have received about payments while schools are closed, I am writing to provide further recommendations to districts relating to: (1) tuition payments for resident students enrolled in certain public school programs; (2) tuition payments for out-of-district day or residential special education programs; (3) payments for contracted special education related service providers; and (4) outsourced operational services, such as school transportation.

1. Tuition payments for collaboratives, non-residential vocational enrollments, recovery high schools, Horace Mann charter schools, and inter-district tuition agreements

Given the expectations that schools will continue to provide services to students even while physically closed and that Chapter 70 aid will continue to be distributed based on prior year enrollment, it is our expectation that districts and municipalities with resident students enrolled in other Massachusetts public schools will continue to make all required tuition payments. This includes tuition for:

- collaboratives,
- non-resident Chapter 74 vocational enrollments,
- recovery high schools,
- Horace Mann charter schools, and
- inter-district tuition agreements.

Cities and towns are also expected to pay assessments due to regional districts to which they belong.

Payments for Commonwealth charter school tuition, Commonwealth virtual school tuition, and inter-district school choice tuition will continue to be processed by DESE through DOR's monthly local aid distribution.

2. Tuition payments for out-of-district day or residential special education programs and "circuit breaker" reimbursement

It is our expectation that school districts will continue to provide tuition payments to day and residential special education programs to maintain this essential system capacity and promote continuity of service for students to the greatest extent possible. Most residential schools remain open, and day programs have agreed to continue providing learning opportunities and services to students remotely during this period. The tuition payments will be eligible for reimbursement under the circuit breaker program if they exceed the statutory threshold and are otherwise eligible.

3. Service payments for contracted special education-related service providers (e.g. external organizations and agencies that provide occupational therapy, physical therapy, speech therapy, and other services to in-district students)

On March 21, 2020, the U.S. Department of Education (USED) released a <u>supplemental fact</u> <u>sheet</u> addressing the risk of COVID-19 while serving students with disabilities. In this recent guidance, USED indicates that districts should continue to provide special education services to students with disabilities to the extent feasible and consistent with public health obligations. Given the need to continue to provide some services, I recommend that districts work with providers to review and potentially amend the providers' scopes of service to ensure vendor contracts reflect the necessary requirements to get these services up and running. For instance, districts could incorporate distance learning services as well as professional learning to prepare contract staff for distance learning or other available means of providing services. The need for this ongoing work to serve students (and to prepare contracted staff to do so effectively) should enable providers to continue to bill districts for services rendered.

4. Outsourced operational services

In addition to guidance already issued by the federal Office of Management and Budget (M-20-11 and M-20-17), the version of the federal stimulus bill passed by the U.S. Senate on March 25, 2020 includes a provision that any state or school district that receives money from the Education Stabilization Fund established by the bill "shall to the greatest extent practicable, continue to pay its employees and contractors during the period of any disruptions or closures related to the coronavirus." That bill is scheduled to be voted on by the U.S. House of Representatives on March 27, 2020. To the extent consistent with that directive, we expect school districts to continue payments for outsourced operational services that are needed to ensure continuity of essential services when schools reopen. Such payments may be conditioned on negotiated changes to contracts in order to address unanticipated service needs during the state of emergency. These services include, but are not limited to, transportation, custodial, and food services, in addition to the day and residential special education programs noted above.

Sincerely,

Jeffrey C. Riley Commissioner



ITEM NO: VII. Finance & Operations MEETING DATE: 4/29/20
C. Payroll Continuity for Staff During School Closure Period: Vote

BACKGROUND INFORMATION:

After initially mandating school closure through April 6, and then May 4, 2020, the state extended school closure through the end of the 2019-2020 academic year as part of its efforts to slow the spread of the COVID-19 virus. The district has shifted to a work-from-home model in order to maintain operations and to provide remote learning for students as well as support for them and their families. On April 15 the Committee voted to approve the continued compensation of all Shrewsbury Public Schools employees through at least May 1 of the mandated school closure for the COVID-19 pandemic. Per his earlier report, Mr. Collins has analyzed the district's resources; based on that analysis, Dr. Sawyer is making a number of recommendations, which are detailed in the enclosed memorandum.

ACTIONS RECOMMENDED:

That the Committee vote to approve the continued compensation of the following salaried and hourly employees during the school closure period, at their contractual rates of pay based on their typical time worked per pay period, for the remainder of their contractual work year during Fiscal Year 2020, which ends June 30, 2020: professional educators in the Shrewsbury Education Association Unit A; paraprofessionals in the Shrewsbury Paraprofessional Association; unclassified staff including secretaries, clerical support staff, and information technology staff; administrators in the Shrewsbury Education Association Unit B; and all non-represented school administrators.

That the Committee vote to approve the continued compensation of all Food Services Department employees for at least the dates of May 5 through May 15 of the mandated school closure for the COVID-19 pandemic, at their contractual rates of pay based on their typical time worked per pay period.

That the Committee vote to place the following positions on furlough effective with the end of business on Friday, May 1 through the start of business on the morning of Monday, June 15: all crossing guards, all door monitors, and all Extended School Day positions, with the exception of the Director of Extended Learning and the Assistant to the Director of Extended Learning.

STAFF AVAILABLE FOR PRESENTATION:

Dr. Joseph M. Sawyer, Superintendent of Schools

Mr. Patrick Collins, Assistant Superintendent for Finance and Operations



SHREWSBURY PUBLIC SCHOOLS

100 Maple Avenue, Shrewsbury, MA 01545 Tel: 508-841-8400 Fax: 508-841-8490 schools.shrewsburyma.gov



Joseph M. Sawyer, Ed.D. Superintendent of Schools

Margaret M. Belsito Assistant Superintendent Student Services Amy B. Clouter
Assistant Superintendent
Curriculum, Instruction, & Assessment

Patrick C. Collins
Assistant Superintendent
Finance & Operations

Jane O. Lizotte, Ed.D.
Assistant Superintendent
Community Partnerships & Well-Being

Barbara A. Malone Executive Director Human Resources

April 29, 2020

To: School Committee

From: Joe Sawyer

Re: Pay continuity for staff during the COVID-19 pandemic school closure

Dear School Committee:

At your meetings on March 18, 2020, you voted to authorize that hourly-paid and salaried employees receive their typical pay for mandated closure days through April 6, the original length of Gov. Baker's order to close schools. Subsequent to that, the Governor extended the school closure through May 1. At your April 1, 2020 meeting, you voted to extend pay for all employees through April 17, which represented one additional payroll period, per my recommendation. At your April 15, 2020 meeting, you extended pay for all employees again, through Friday, May 1, again per my recommendation.

As you know, last week Gov. Baker extended the school closure period through the end of the current school year. Based on this, I am asking the School Committee to take action at your meeting this evening regarding pay continuation, as described below.

Mr. Collins has continued to analyze the district's financial resources, as noted in the slide presentation for tonight's meeting. Mr. Collins's report also created a framework that illustrates the multiple dimensions that must be considered regarding the decision to continue employees' pay during the school closure. These include:

- Fiscal impact of continued pay
- Availability of funds for continued pay
- Cost implications of furloughs or layoffs (local cost of unemployment system)
- Administrative burden (communication & processing re: unemployment system)
- Impact on the School Department's budget (current year and next year)
- State and federal guidance and eligibility for potential funding tied to maintaining jobs
- Continuity of services during the closure and upon reopening
- Disruption to employees
- Morale and loyalty of employees
- Taxpayer sentiment

These dimensions must be considered in light of the options relative to continued pay, furloughing some number of employees, and/or laying off some number of employees.

My recommendations are as follows:

- 1) Given that professional educators (teachers, counselors, psychologists, school nurses, etc.); paraprofessionals; secretaries, clerical, and information technology support staff; and administrators are all working remotely, it is necessary and appropriate to continue their normal pay for the remainder of the school year, which is now scheduled to end on Tuesday, June 16 (note: some of these positions work contracts beyond the end of the school year).
- 2) Rotating teams of food services workers (i.e., cafeteria staff) have been working to provide meals for both pick up and delivery for students whose circumstances require this. Additionally, all cafeteria staff are scheduled to perform work in the near future to clean kitchen spaces (using appropriate precautions), now that the state has lifted restrictions on performing cleaning and maintenance of school buildings. It is my recommendation to take another incremental step with regard to this group of employees by voting to continue the food service workers' pay for the next pay period, which encompasses May 4 May 15. This will cost approximately \$34,000, which is available in the revolving fund for Food Services. I will bring an updated recommendation to you regarding this employee group at your May 13 meeting.

- 3) Our 16 employees who are working part-time roles as crossing guards and door monitor positions (nine of whom work in another capacity for the district) are not able to work remotely in these roles, and it is my recommendation that these employees be furloughed from these roles effective the close of business on May 1, 2020 until the start of business on the morning of Monday, June 15, 2020.
- 4) We have 90 employees working in our Extended School Care program, 34 of whom work for the district only in that program (five who work 35 hours/week or more, 12 who work between 20 and 34 hours/week, and 17 who work fewer than 20 hours) and 56 of whom also work as paraprofessionals for SPS (with a typical schedule of six hours/week in Extended School Care beyond their paraprofessional job). As you know, the district has exhausted the revolving account for Extended School Care due to the stoppage of tuition payments and the continued pay of the employees since the school closure, so that approximately \$110,000 is already needed to be transferred from the appropriated budget to cover their pay through May 1. Given the financial implications, it is my recommendation that these employees be furloughed from these roles effective the close of business on May 1, 2020 until the start of business on the morning of Monday, June 15, 2020. The Director of Extended Learning and the Assistant to the Director of Extended Learning would not be furloughed, as they will be needed to assist furloughed ESC staff with unemployment claim paperwork, which will be substantial.

The impact of these recommended furloughs on the School Department payroll will be avoiding the expenditures of approximately \$192,000, while the cost of unemployment is estimated at approximately \$48,000, as under updated federal law the town will be responsible for 25% of the cost.

Please note that all employees who are filling positions that are furloughed will be eligible to file for unemployment claims for lost pay, and that for those who are eligible for benefits, the Town's portion of payment for health insurance premiums remains in force (the employee is required to pay the employee's share "over the counter," but is not required to use the COBRA process).

It is with reluctance that I make these recommendations for furloughs, and I want to make clear that we value these roles highly and we will support these individuals in filing for unemployment benefits. The purpose of the furlough is to keep their jobs intact with the intent of having them resume to do some training and preparation work at the end of June to be ready for the start of school in the fall when students are able to return in some fashion.

I recommend that the School Committee vote to approve the following suggested motions:

That the Committee vote to approve the continued compensation of the following salaried and hourly employees during the school closure period, at their contractual rates of pay based on their typical time worked per pay period, for the remainder of their contractual work year during Fiscal Year 2020, which ends June 30, 2020: professional educators in the Shrewsbury Education Association Unit A; paraprofessionals in the Shrewsbury Paraprofessional Association; unclassified staff including secretaries, clerical support staff, and information technology staff; administrators in the Shrewsbury Education Association Unit B; and all non-represented school administrators.

That the Committee vote to approve the continued compensation of all Food Services Department employees for at least the dates of May 5 through May 15 of the mandated school closure for the COVID-19 pandemic, at their contractual rates of pay based on their typical time worked per pay period.

That the Committee vote to place the following positions on furlough effective with the end of business on Friday, May 1 through the start of business on the morning of Monday, June 15: all crossing guards, all door monitors, and all Extended School Day positions, with the exception of the Director of Extended Learning and the Assistant to the Director of Extended Learning.

I look forward to answering any questions you have regarding this recommendation at our meeting this evening.



ITEM NO: VIII. Old Business	MEETING DATE:	4/29/20
BACKGROUND INFORMATION:		
ACTION RECOMMENDED:		
MEMBERS/STAFF AVAILABLE FOR PRESENTATION:		



ITEM NO: IX. New Business	MEETING DATE:	4/29/20
BACKGROUND INFORMATION:		
ACTION RECOMMENDED:		
STAFF AVAILABLE FOR PRESENTATION:		



ITEM NO: X. Approval of Minutes MEETING DATE: 4/29/20

BACKGROUND INFORMATION:

The minutes from the School Committee Meeting held on April 22, 2020 are enclosed.

ACTION RECOMMENDED:

That the Committee accept the minutes from the School Committee Meeting held on April 22, 2020.

STAFF AVAILABLE FOR PRESENTATION:

Ms. Sandra Fryc, Chairperson Dr. B. Dale Magee, Secretary

SHREWSBURY PUBLIC SCHOOLS 100 MAPLE AVENUE SHREWSBURY, MASSACHUSETTS

MINUTES OF SCHOOL COMMITTEE MEETING

Wednesday, April 22, 2020

Present via virtual participation: Ms. Sandy Fryc, Chairperson; Mr. Jon Wensky, Vice Chairperson; Dr. B. Dale Magee, Secretary; Ms. Lynsey Heffernan; Mr. Jason Palitsch; Mr. Patrick Collins, Assistant Superintendent for Finance and Operations; Ms. Amy Clouter, Assistant Superintendent for Curriculum, Instruction, and Assessment; Ms. Meg Belsito, Assistant Superintendent for Student Services; Dr. Jane Lizotte, Assistant Superintendent for Community Partnerships and Well-Being; Ms. Barb Malone, Executive Director of Human Resources; and Dr. Joseph Sawyer, Superintendent of Schools.

Due to the Coronavirus (COVID-19) pandemic, this meeting was not open to physical participation by the public, but was broadcast live on SELCO Channels 29 & 329 and streamed live on the Shrewsbury Media Connection website. A complete audio/video recording of this meeting is available on the Shrewsbury Public Schools website.

The meeting was convened at 7:00 by Ms. Fryc, who advised that public participation was suspended due to the meeting being virtual, but noted viewers could email questions and comments to the School Committee.

I. Update regarding the school district's response to the COVID-19 school closure

Dr. Sawyer began the report by providing an update on the district's response to the COVID-19 pandemic with an overview of key facts and messages, and described planning going forward for remote learning, previously planned activities/events, and summer programming in light of Governor Baker's recent order that all Massachusetts public & private PreK-Grade 12 schools remain closed for the rest of the current school year. Director of Nursing Noelle Freeman provided an update from the Department of School Nursing; Director of Information Technology Brian L'Heureux shared information on technology relative to devices, access, platforms by grade level, and support; Ms. Clouter addressed remote learning, and professional development for educators; Ms. Belsito provided an update from the Department of Student Services that included information on guidance received from the MA Department of Elementary and Secondary Education (DESE); Dr. Lizotte described the Shrewsbury High School (SHS) Student and Alumni Mentoring Program and provided details on an upcoming virtual 5K being planned for the community; and Mr. Collins addressed the impact of the pandemic and school closure to the current fiscal year (FY20), and the next fiscal year (FY21).

Committee members noted the importance of honoring and recognizing the senior class at SHS, and acknowledged the need for enhanced transparency and public input while navigating the complex issues

currently facing the district. In response to clarifying questions, Ms. Clouter and Mr. L'Heureux provided additional information on ways to assess student learning (now and in the fall), and to track student access to/use of technology.

II. Continuity of funding of Assabet Valley Collaborative services during school closure: Vote

Dr. Sawyer noted DESE Commissioner Jeffrey Riley is advising that districts continue to pay contracted service vendors so those providers are able to recommence operations when school resumes. Dr. Sawyer described the work of the Assabet Valley Collaborative (AVC); advised that Shrewsbury Public Schools (SPS) is a charter district member and he is the SPS representative on AVC's Board of Directors; and noted the importance of member districts continuing to provide funding for the services AVC provides (now remotely) to students, and to enable its transportation contractor to remain viable.

On a motion by Dr. Magee, seconded by Mr. Palitsch, the Committee voted unanimously to authorize the district administration to take necessary actions to continue the funding of special education and consultation services contracted with the Assabet Valley Collaborative, with the understanding that those services are being modified as necessary during the school closure period, within the approved Fiscal Year 2020 budget. Roll call votes were as follows: Dr. Magee, yes; Ms. Heffernan, yes; Mr. Palitsch, yes; Mr. Wensky, yes; and Ms. Fryc, yes.

III. Approval of Minutes

Without objections from the Committee, the minutes from the School Committee Meeting held on April 15, 2020 were accepted as distributed.

IV. Executive Session

A. For the purpose of negotiations with some or all of the following: the Shrewsbury Education Association Unit A, Shrewsbury Education Association Unit B, the Shrewsbury Paraprofessional Association, the Shrewsbury Cafeteria Workers, and/or non-represented staff.

B. For the purpose of reviewing, approving, and/or releasing executive session minutes.

Ms. Fryc requested a motion to adjourn to Executive Session for the purpose of negotiations with some or all of the following: the Shrewsbury Education Association Unit A, Shrewsbury Education Association Unit B, the Shrewsbury Paraprofessional Association, the Shrewsbury Cafeteria Workers, and/or non-represented staff, where deliberation in an open meeting may have a detrimental effect on the bargaining position of the public body; and for the purpose of reviewing, approving, and/or releasing executive session minutes, and return to Open Session only for the purpose of adjourning for the evening. On a motion by Dr. Magee, seconded by Mr. Palitsch, on a roll call vote: Dr. Magee, yes; Ms. Heffernan, yes; Mr. Palitsch, yes; Mr. Wensky, yes; and Ms. Fryc, yes, the School Committee voted to adjourn to executive session at 8:23 pm.

V. Adjournment

On a motion by Mr. Wensky, seconded by Ms.Heffernan, the committee unanimously agreed to adjourn the meeting at 8:47 pm. Roll call votes were as follows: Mr. Palitsch: yes; Mr. Wensky: yes; Ms. Heffernan: yes; Dr. Magee: yes; Ms. Fryc: yes.

Respectfully submitted,

Elizabeth McCollum, Clerk

Documents referenced:

- 1. Update on COVID-19 Response Report Slides 04-22-20
- 2. AVC Continuity of Funding Memo
- 3. Set(s) of minutes as referenced above



ITEM NO: XI. Executive Session

MEETING DATE: 4/29/20

- A. For the purpose of negotiations with some or all of the following: the Shrewsbury Education Association Unit A, Shrewsbury Education Association Unit B, the Shrewsbury Paraprofessional Association, the Shrewsbury Cafeteria Workers, and/or non-represented staff.
- B. For the purpose of reviewing, approving, and/or releasing executive session minutes.

BACKGROUND INFORMATION:

Executive session is warranted for these purposes.

ACTION RECOMMENDED:

That the School Committee enter into executive session for the purpose of negotiations with some or all of the following: the Shrewsbury Education Association Unit A, Shrewsbury Education Association Unit B, the Shrewsbury Paraprofessional Association, the Shrewsbury Cafeteria Workers, and/or non-represented staff, where deliberation in an open meeting may have a detrimental effect on the bargaining position of the public body; and for the purpose of reviewing, approving, and/or releasing executive session minutes, and return to Open Session only for the purpose of adjourning for the evening.

STAFF AVAILABLE FOR PRESENTATION:

Dr. Joseph M. Sawyer, Superintendent of Schools Ms. Barbara A. Malone, Executive Director of Human Resources

ITEM NO: XII. Adjournment