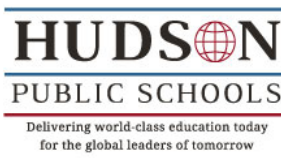


## **Please note the updated instructions below for public participation**

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Hudson School Committee will be conducted via remote participation only. Committee members will participate using the online Google Meet platform, and the proceedings will still be broadcast live on the Public Cable Access Channel – Comcast Channel 8, Verizon Channel 47 and Hud TV.

For the public participation item on the agenda, the following process will be used.

- Persons wishing to make public comment will send an email to the School Committee's email address [hps\\_schoolcommittee@hudson.k12.ma.us](mailto:hps_schoolcommittee@hudson.k12.ma.us) indicating that they would like to make a public comment at the School Committee meeting. This email must be received by 3:00 pm on the day of the meeting
- The School Committee will submit the list of names and emails wishing to make public comment to HUD TV no later than 5:00 p.m. the day of the meeting.
- Hud TV will send a meeting invite to those community members on the School Committee list for Public Comment.
- Hud TV will accept them into the Google Meet and mute their microphone.
- When the School Committee Chair recognizes someone wishing to make public comment, Hud TV will unmute that person's microphone and they will have two minutes to speak.
- When public comment is finished their microphone would be muted again by Hud TV.



**HUDSON SCHOOL COMMITTEE**  
**June 23, 2020**  
**155 Apsley Street – Administration Building**  
**7:00 p.m.**  
**Virtual Meeting – Google Meet**

AGENDA  
REVISED June 22,2020

**I. Call to Order**

**II. Approval of Minutes**

Regular Meeting June 9, 2020

**III. Public Participation:**

**IV. Reports and Presentations**

- a) Report of the Superintendent: Updates
- b) Subcommittee Reports
  - Budget Subcommittee (if any)
  - Policy Subcommittee (if any)
  - Strategic Goals Subcommittee (if any)
  - Superintendent’s Evaluation Subcommittee(if any)
  - Buildings and Grounds Subcommittee (if any)
- c) Student Presentation (if any)

**V. Matters for Discussion:**

- a) Old Business
- b) New Business

**VI. Matters for Action:**

- a) Old Business
- b) New Business
  - 1. Approval of FY21 Budget Revision
  - 2. Vote to approve FY20 First Student Contract Amendment
  - 3. Approval of revised FY21 School Choice

**CONSENT AGENDA**

- 4. Approval of FY21 Cares Act: Elementary and Secondary Education Emergency Relief (ESSER) Grant in the amount of \$255,688 to support district and student needs related to COVID 19
- 5. Approval of Reclassification of Funds

**VII. Items of Interest to the School Committee**

**VIII. Executive Session**

**IX. Adjournment**

The Agenda reflects topics that the Chairperson reasonably anticipates will be discussed.

# Approval of Minutes

Regular Meeting: June 9, 2020

**Hudson School Committee  
Open Session Minutes**

**Meeting Date:** June 9, 2020

**Location:** Remote Participation: Google Meet

Members present participating remotely: Glenn Maston, Steven Smith, Adam Tracy, Nina Ryan, Matthew McDowell, Michele Tousignant Dufour, and Rebecca Weksner

Members absent: None

Others present participating remotely: Dr. Marco C. Rodrigues, Superintendent

**I. Call the Meeting to Order: 7:00 p.m.**

**II Approval of Minutes: Regular Meeting May 26, 2020**

A motion to approve the minutes of May 26, 2020, was made by Mr. Smith and seconded by Ms. Tousignant Dufour. The vote was taken by roll call.

Mr. Maston	yes
Mr. Smith	yes
Mr. Tracy	yes
Ms. Ryan	yes
Mr. McDowell	yes
Ms. Tousignant Dufour	yes
Dr. Weksner	yes

On a vote of 7-0, the motion passed.

**III. Public Participation:**

Beth Langlois, parent, thanked Dr. Rodrigues and the committee for their efforts. She stated that as a concerned parent and taxpayer she has concerns about any new plans, budget increases, and programs such as the Dual Language program planned, given the reduction of 2% in all town budgets. She stated that schools will be asked to do much more with much less including masks and sanitation supplies. She expressed her hope that the committee and Dr. Rodrigues would consider this when evaluating new programs that are set to increase the budget.

**IV. Reports and Presentations**

**Report of the Superintendent: Updates**

Dr. Rodrigues and the Administrative Team presented the following updates to the committee.

The budget is being monitored very carefully as we close this year and get ready for FY21.

The Dual Language Program committee continues to meet weekly. We have secured the two teachers for the program. The English teacher was an internal candidate and the Portuguese is an external candidate who is local. We continue to plan for summer work and training.

Dr. Rodrigues provided the committee with updated Kindergarten enrollment numbers. He stated as of now there is a potential for 151 students which is much lower than a typical year. To date, 34 students have applied for the Dual Language program.

Ms. Kathy Provost gave an update on Kindergarten screening. The elementary principals and five teachers met to look at possibilities for screening. A second meeting was held with Ms. Wendy Anderson, Director of English Language Learners. We will be using the questionnaire developed and calling families to schedule phone conversations or google meets on June 17-19. Additionally, we will send the SEL screener home with a postage-paid return envelope. This will help with class placement and to identify student needs.

Dr. Medeiros, Hudson High School Principal, gave an update on what has happened for Hudson High School seniors.

The following events have been completed:

- Cap and Gown day
- Baccalaureate
- Operation Bus Stop
- Scholarship and Awards night

The following two events remain:

- The Lights event: families will be notified that more capacity has been created as the first spaces opened up filled very quickly.
- Graduation: Families will have the opportunity to process with their graduate. Pre-recorded speeches will air Friday and Saturday.

Ms. Cathy Kilcoyne, Director of Student Services, gave the following update on the extended year program for students with disabilities. She stated that at this time the plan is for a virtual program because at this point, there is not the possibility for in person. DESE may change this and there could be some very limited contact. For this to happen, there are some things we would have to do. We sent out a survey to families asking for their preference on how they would like to see things including services, academics, speech and language, and behavioral and mental health. The survey was sent to 500 families and we received 91 responses.

Dr. Rodrigues stated that we are talking about continuing meals through the summer. The state has not committed to a waiver for reimbursement. The expense to the district with no reimbursement is \$57K and with reimbursement is \$22K.

Dr. Rodrigues state that the Opening of Schools Task Force continues to meet and look at different scenarios for the opening of school in the fall. There is a conference call this Friday with the Commissioner of Education. There is a promise to have some guidelines by the 15<sup>th</sup>. Last week a conversation detailed guidance and a unified approach. Dr. Rodrigues went on to say that it will likely be a blended approach with a combination of face to face and remote learning. A request was sent to parents and staff asking for volunteers for the task force working groups. Over 170 parents and 60 staff are interested in participating. There is a lottery in place but before we pick information about the time commitment will be shared. Dr. Weksner asked about the universal guidelines and if there will be flexibility for districts. Dr. Rodrigues shared that the commissioner said guidance would be very detailed and if a district wants to deviate it will need to be submitted for approval. Ms. Tousignant Dufour

asked what the time commitment for the task force will be. Dr. Rodrigues said currently they are meeting once per week for 90 minutes and he would expect the working groups to have a commitment consistent with that.

Dr. Rodrigues stated Mr. Len Belli, Director of Facilities, and his staff have been actively trying to purchase cleaning and sanitizing materials and PPE. To date have already secured 34K in products including mist, hand sanitizer, and masks. One job of the task force is to figure out what other materials are needed. The Commissioner is trying to help districts obtain materials that may be harder to find. He is looking into the feasibility of DESE becoming a cooperative for merchandise.

Dr. Weksner asked if there might be symptom management issues with a hybrid model and if we should be looking at increasing our nursing staff. Dr. Rodrigues stated that we are lucky to have 1-2 nurses in each school and are looking at what type of systems and personnel need to be in place.

Dr. Weksner expressed concerns about the financial resources available and how to balance this with other programs and initiatives. Dr. Rodrigues stated he is very mindful that town voted to cut 2% and there could be potential 9C cuts later on. He went on to say the Cares Act has provided money to the district. It is anticipated to be over \$200K and will help us with the shortage. Dr. Rodrigues stated he would be meeting with Patty Lange and Dan Gale and will have a projection some time this month. Ms. Ryan asked if the commissioner would open more funding on top of the Cares Act funding. Dr. Rodrigues stated that currently there is nothing official. DESE economizes on federal grants and resources to be able to give some one-time grants.

Ms. Ryan asked for the breakdown of language for the applicants to the Dual Language program. Dr. Rodrigues stated he would get this information to the committee. Ms. Ryan asked if we heard from families not wanting to come for kindergarten. Dr. Rodrigues stated not yet but we can anticipate that.

Dr. Weksner asked what the obligation of the district is should a parent choose to hold their child out of school. Dr. Rodrigues stated there is a protocol for those that would like to homeschool. The state will issue guidance to handle those that say they are afraid of sending their child to school.

Ms. Patricia Lange gave an update on transportation. She stated she has been working with other districts that have First Student and they are proposing paying 30%. She went on to say she hopes to have everything ready for a vote at the next school committee meeting.

The elementary and middle school principals updated the committee on their plans and celebrations for the end of the year.

Quinn Middle School: Mr. Jeff Gaglione

- School-wide daily announcements
- Weekly challenge
- Annual staff talent show will be virtual
- Grade 4-5 transition: Melissa Clonan, grade 5 counselor for next year, has been scheduling and joining in on google meets with Grade 4 classes. A virtual tour of Quinn and welcome video are being created to be shared with current grade 4 students.

*Not Approved*

- Grade 7: There is a communication being sent tomorrow to grade 7 families about the car parade on June 19 from 3 p.m.- 5 p.m. A virtual graduation will be held for the first time for grade 7 students.

Mulready Elementary: Ms. Kelly Sardella

- Morning message
- Special theme days
- Grade 4 students drew cougars with mortarboards and will have a social distance scavenger hunt around the district
- Virtual art show and field days
- Grade 4 car parade and virtual promotion ceremony
- Car parade for grades PK-3

Forest Avenue Elementary: Mr. Dave Champigny

- Morning announcements
- Freaky Friday tradition is continuing
- Themed car parades
- Grade 4 budding scholars virtual ceremony

Farley Elementary: Ms. Melissa Provost

- Morning announcements
- Read alouds and getting ready for summer reading activities
- Videos and parade for Grade 4
- Video for incoming K students.

**Subcommittee Reports**

**Budget Subcommittee**

None

**Policy Subcommittee**

None

**Strategic Goals Subcommittee**

None

**Superintendent's Evaluation Subcommittee**

None

**Buildings and Grounds Subcommittee**

none

**Student Report**

None

V. **Matters for Discussion:**

- a) Old Business
- b) New Business

1. District Improvement Plan and School Improvement Plans Update  
Dr. Rodrigues gave an update on the District Improvement Plan. He stated we continue to work on items in the plan. Some have not been worked on due to the current situation. Most of the items are not for a single year. When the leadership team convenes in August each item will be reviewed, modifications will be made, and new items may be added for next year. This will continue to be our roadmap to improve the district. Dr. Rodrigues went on to say

having the Instructional Leadership Team in place at the schools will be a huge benefit for getting ready for next year's challenges. He asked the principals to update the committee on their School Improvement Plan.

Hudson High School: Mr. Jason Medeiros

Goal 1: Identify 1-3 practices tied to the theme of perseverance. This was slowed down by the rollout and school closure. This will reboot in the fall

Goal 2: Identify performance metrics to measure growth in this instructional skill. This is in progress. Next fall more specific benchmarks will be launched

Goal 3: NEASC visit. NEASC has asked for Mr. Medeiros to submit potential weeks for a visit. It is unknown what the capacity for visits will be in the fall.

Goal 4: Review course offerings and Program of Studies. Mr. Medeiros reported that many of the benchmarks were met.

Quinn Middle School: Mr. Jeff Gaglione

Goal 1: Related to ILT: There was a pivot on the focus and progress was made. Weekly meetings held during the closure

Goal 2: SEL: This year 100% of students took part in the SEL curriculum

Goal 3: Reducing absences: We were monitoring attendance regularly and through March 6 saw about a 3% decline in absences. Tardies were up this year. A required after school help program to make up for absences and tardies was started.

Goal 4: Climate and Culture. We are publicizing best practices and work happening across the school through various means. Our mid-year survey of staff was positive.

Farley Elementary: Ms. Melissa Provost

Goal 1: The ILT identified 3 research-based instructional practices and started professional development on scaffolding.

Goal 2: We looked at the lowest performing students on the MCAS and met with teachers early to identify strategies that could be used. Since MCAS was canceled, we will not be able to check the data. This work will be continued.

Goal 3: Norms of Collaboration- in progress

Goal 4: We were able to work on tier 1 gathering of data through the MTSS work and the S3 to support SEL

Forest Avenue: Mr. Dave Champigny

Goal 1: ILT has completed a lot including the rollout of the instructional focus.

Goal 2: Decreasing Chronic Absenteeism: Attendance was tracked, families were provided education and supports, and incentives were starting to be rolled out. This work will continue next year.



Goal 3: MCAS analysis and support of subgroups in grade 4 and intervention groups in math were started.

Goal 4: Climate and culture: We continue to work to develop values and norms as a school.

Mulready: Ms. Kelly Sardella

Goal 1: The ILT has completed what they set out to complete. They identified complex tasks, rolled out the perseverance cougar, and completed professional development on feedback

Goal 2: MCAS: Grade 3 scores were analyzed. Math Specialists were in the classroom to help students that need better strategies.

Goal 3: Technology integration happened at every grade level before the closure. With COVID this has expanded.

Goal 4: Climate and culture: Many activities held to support this.

2. Elementary Report Cards

Ms. Kelly Sardella reported there were meetings with teachers. A grade K-2 group and a grade 3-4 group established what we are looking for. We decided to post the standards we were working on and talk about what students did well, what they could improve on and what they could do over the summer

3. FY21 Budget Update

Dr. Rodrigues stated that the Board of Selectmen voted a 2% reduction in the town appropriation. He proposed a School Committee meeting on June 23 to bring information for the closing of FY20 and projections of FY21.

Mr. Maston stated that the town meeting is going to happen in person on June 22. There will be a Board of Selectmen meeting this Thursday to vote on reducing the quorum number. Mr. McDowell asked if there was any plan for remote participation. Mr. Maston replied he had not heard anything of this. Dr. Rodrigues stated they are visiting the high school to visualize the space.

VI. **Matters for Action:**

a) Old Business

1. Second Reading and Approval of Proposed Revisions and Additions to Policies- FF Naming and Dedicating School Facilities, MASC updates of various policies

Mr. Maston, Mr. Smith, and Dr. Rodrigues stated they had received no feedback. Dr. Rodrigues stated he spoke with Tom Moses and Joan Wordell at the town hall and confirmed there were no town policies for the naming of buildings. Mr. Smith clarified that we are voting on the MASC version of policy FFA and policy FF is our homegrown version

A motion to approve the proposed revisions and additions to policies FF Naming and Dedicating School Facilities, MASC

updates of various policies was made by Mr. Smith and seconded by Ms. Tousignant Dufour. The following vote was taken by roll call:

Mr. Maston	yes
Mr. Smith	yes
Mr. Tracy	yes
Ms. Ryan	yes
Mr. McDowell	yes
Ms. Tousignant Dufour	yes
Dr. Weksner	yes

On a vote of 7-0, the motion passed.

b) New Business

1. Approval of Superintendent's FY21 Salary Adjustment

Mr. Maston stated that over the 2 previous years Dr. Rodrigues received a 1% salary increase. This year the committee gave Dr. Rodrigues a rating of proficient. Mr. Smith stated in Executive Session the committee talked about a 2% salary increase which is consistent with the salary increase for administrators.

A motion to approve a 2% FY21 salary adjustment for the superintendent was made by Mr. Smith and seconded by Mr. Tracy.

The following vote was taken by roll call:

Mr. Maston	yes
Mr. Smith	yes
Mr. Tracy	yes
Ms. Ryan	yes
Mr. McDowell	yes
Ms. Tousignant Dufour	yes
Dr. Weksner	yes

On a vote of 7-0, the motion passed

2. Approval of Contract with The Madison Corporation, DBA Warren Security in the amount of \$24,770.00 to complete upgrading of single entry access door system at Hudson High School

A motion to approve the contract with The Madison Corporation, DBA Warren Security, in the amount of \$24,770.00 to complete upgrading of single entry access door system at Hudson High School was made by Mr. Smith and seconded by Mr. Tracy. The

following vote was taken by roll call:

Mr. Maston	yes
Mr. Smith	yes
Mr. Tracy	yes
Ms. Ryan	yes
Mr. McDowell	yes
Ms. Tousignant Dufour	yes
Dr. Weksner	yes

On a vote of 7-0, the motion passed

**CONSENT AGENDA**

3. Approval of gift in the amount of \$4750.00 for FY20 Hudson High School Student Activity Scholarships
  - Paul Johnson Performing Arts Scholarship: (2) \$500.00 each
  - Choral Scholarship: \$500.00
  - Class of 2020: (2) \$500.00
  - Class of 2020 Yearbook: (6) for a total of \$2250.00

4. Approval of gift in the amount of \$5000.00 from the Robert Lloyd Corkin Charitable Foundation and the Entwistle Company for Class of 2020 Scholarships

A motion to approve the gift in the amount of \$4750.00 for FY20 Hudson High School student activity scholarships, and the gift in the amount of \$5000.00 from the Robert Lloyd Corkin Charitable Foundation and the Entwistle Company for the Class of 2020 scholarships by consent agenda was made by Mr. Maston and seconded by Mr. Smith. The following vote was taken by roll call:

Mr. Maston	yes
Mr. Smith	yes
Mr. Tracy	yes
Ms. Ryan	yes
Mr. McDowell	yes
Ms. Tousignant Dufour	yes
Dr. Weksner	yes

On a vote of 7-0, the motion passed

VII. **Items of Interest to the School Committee**

Mr. Smith congratulated the graduating class for their perseverance and thanked all the staff for their hard work.

Mr. Tracy stated he has seen a lot about resource officers in classrooms. He asked Dr. Rodrigues to speak to what they provide for us. Dr. Rodrigues stated there has been controversy around the area of resource officers, but the school resource officers in Hudson are a success. This is due to both the character of the individuals and the district's relationship with the police department. He went on to say that resource officers need to form relationships and provide support as part of the community and learning environment. In our case, students see them as an asset and friend that is part of the community.

Mr. Maston read a prepared statement on behalf of the committee addressing the topic of systemic racism and the commitment of the Hudson School Committee to uphold our non-discrimination policies. Ms. Tousignant Dufour also spoke on this topic and the need to not waste this opportunity to change biases to make our schools better for all.

Mr. Maston stated there was an announcement from MASC for a meeting on June 15 with the topic of contract negotiations.

*Not Approved*

VIII. **Executive Session**

Chairman Chair Glenn Maston stated that Executive Session was not needed.

IX. **Adjournment**

At 9:20 pm, a motion to adjourn was made by Mr. Smith and seconded by Ms. Ryan. The following vote was taken by roll call:

Mr. Maston	yes
Mr. Smith	yes
Mr. Tracy	yes
Ms. Ryan	yes
Mr. McDowell	yes
Ms. Tousignant Dufour	yes
Dr. Weksner	yes

On a vote of 7-0, the motion passed

Respectfully submitted,

Michele Tousignant Dufour, Secretary  
Hudson School Committee

# Report of the Superintendent

- Updates

Matters for Action  
New Business

1. Approval of FY21 Budget Revision

**Hudson Public Schools**  
**FY20 Budget Projection**  
**June 2020**

<b>Fund</b>	<b>FY20 Budget</b>	<b>FY20 Projected</b>	<b>FY20 Balance</b>
Personnel	32,559,245.00	31,371,322.69	1,187,922.31
General Expenses	7,199,490.00	7,217,568.00	(18,078.00)
Transportation	2,300,000.00	1,607,780.19	692,219.81
<b>Total School Expense Budget</b>	<b>42,058,735.00</b>	<b>40,196,670.89</b>	<b>1,862,064.11</b>

	<b>FY20 Budget</b>	<b>FY20 Projected</b>	<b>FY20 Balance</b>
Personnel	31,103,279.00	31,371,322.69	(268,043.69)
General	6,101,430.00	7,217,568.00	(1,116,138.00)
Transportation	1,838,594.00	1,607,780.19	230,813.81
<b>Total Town Appropriation</b>	<b>39,043,303.00</b>	<b>40,196,670.89</b>	<b>(1,153,367.89)</b>

**Revenue:**

Town Appropriation	39,043,303.00
School Choice Carryover	46,921.89
School Choice Receipts	0.00
Circuit Breaker	1,106,446.00
<b>Total Revenue</b>	<b>40,196,670.89</b>

<b>School Choice Balance June 30, 2019</b>	2,592,651.51
Estimated Income FY20	671,306.00
School Choice Transfer	(46,921.89)
Projected Spending FY20	(27,514.96)
Projected Food Svs - Deficit	(65,000.00)
<b>Projected School Choice Available June 30, 2020</b>	<b>3,124,520.66</b>

**Hudson Public Schools  
FY21 Budget Reduction Scenarios  
June 2020**

	<b>Budget Reduction Scenarios</b>				
	<b>Cut to Appropriation</b>	<b>2%</b>	<b>5%</b>	<b>8%</b>	<b>10%</b>
		803,042.64	2,007,606.60	3,212,170.56	4,015,213.20
<b>Town Appropriation</b>	40,152,132.00	39,349,089.36	38,144,525.40	36,939,961.44	36,136,918.80
Circuit Breaker	996,184.00	996,184.00	996,184.00	996,184.00	996,184.00
Host Community Mitigation Agreement	150,000.00	0	0	0	0
Cares Act Funding	-	255,688.00	255,688.00	255,688.00	255,688.00
Revenue Before School Choice	41,298,316.00	40,600,961.36	39,396,397.40	38,191,833.44	37,388,790.80
School Choice	1,082,144.00	1,547,964.04	2,500,000.00	2,500,000.00	2,500,000.00
<b>Total Revenue</b>	<b>42,380,460.00</b>	<b>42,148,925.40</b>	<b>41,896,397.40</b>	<b>40,691,833.44</b>	<b>39,888,790.80</b>
<b>Total Expense</b>	<b>42,380,460.00</b>	<b>42,148,925.40</b>	<b>42,148,925.40</b>	<b>42,148,925.40</b>	<b>42,148,925.40</b>
<b>Revenue Less Expense</b>	<b>-</b>	<b>-</b>	<b>(252,528.00)</b>	<b>(1,457,091.96)</b>	<b>(2,260,134.60)</b>
<b>Number of Positions (@ \$68,734 each) Needed to Achieve Budget Cut</b>	68,734.00	NA	(3.67)	(21.20)	(32.88)
<b>Realized Budget Reduction Transportation, Tuitions</b>		<b>231,534.60</b>	<b>231,534.60</b>	<b>231,534.60</b>	<b>231,534.60</b>

This exhibit is an estimate and to be used for informational purposes.

Short term budget deficits may be mitigated by drawing down reserves at the State and Local levels (free cash, stabilization funds, stimulus funds, etc.)

If FY21 budget reductions are required beyond the 2% reduction, the Budget Team will be re-convened to make budget recommendations.

Resource allocations will be examined and decisions will be made using the the zero-based budgeting approach.



## Matters for Action

### New Business

2. Vote to approve FY20 First Student Contract Amendment

## **FIRST AMENDMENT TO CONTRACT FOR BUS TRANSPORTATION SERVICES**

This **FIRST AMENDMENT TO CONTRACT FOR BUS TRANSPORTATION SERVICES AGREEMENT** (the “Amendment”) is entered into as of the \_\_\_ day of June, 2020, by and between the **TOWN OF HUDSON** (the “District”) and **FIRST STUDENT, INC.** (the “Contractor”) (the District and the Contractor each a “Party” and collectively, the “Parties”).

**WHEREAS**, the District and the Contractor are parties to that certain transportation services agreement dated as of May 14, 2019 (the “Contract”) pursuant to which the Contractor agreed to undertake and perform the transportation to students to and from the schools in the District as set forth more fully in the Contract (the “Services”) in exchange for payment by the District as set forth more fully in the Contract;

**WHEREAS**, the term of the Contract commenced on July 1, 2019 and continues through at least June 30, 2022 (the “Term”);

**WHEREAS**, the Parties stipulate and agree that the Contractor is not in default of the Contract, which remains in full force and effect as modified by this Amendment;

**WHEREAS**, in or about March, 2020, the World Health Organization declared the COVID-19 novel coronavirus to be a pandemic (the “Pandemic”);

**WHEREAS**, on or about March 10, 2020, the Governor of Massachusetts declared a state of emergency in the Commonwealth of Massachusetts as a result of the Pandemic;

**WHEREAS**, on or about March 13, 2020, the President of the United States of America declared a state of national emergency as a result of the Pandemic;

**WHEREAS**, both the federal government and the Commonwealth of Massachusetts have taken actions to mitigate the spread of the Pandemic;

**WHEREAS**, on or about March 15, 2020, Governor Baker issued an “Order Temporarily Closing All Public and Private Elementary and Secondary Schools” up through and including April 6, 2020;

**WHEREAS**, on or about March 25, 2020, the Governor of Massachusetts issued an “Order Extending the Temporary Closure of all Public and Private Elementary and Secondary Schools” up through and including May 4, 2020;

**WHEREAS**, on or about April 21, 2020, the Governor of Massachusetts issued an “Order Extending the Temporary Closure of All Public and Private Elementary and Secondary Schools” for the remainder of the 2019-2020 school year, up through and including June 29, 2020;

**WHEREAS**, the state-ordered school closings have prevented and/or excused the Contractor from transporting students to and from school as contemplated by the Contract;

**WHEREAS**, it is not presently clear whether the state-ordered school closures will continue into the 2020-2021 school year;

**WHEREAS**, on or about March 27, 2020, the President of the United States enacted the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), Section 18006 of which encourages school districts to continue to pay employees and contractors, including without limitation, school transportation providers, to the greatest extent practicable during school closures related to the Pandemic, providing, in relevant part: “A local educational agency, State, institution of higher education, or other entity that receives funds under the ‘Educational Stabilization Fund’, shall to the greatest extent practicable, continue to pay its employees and contractors during the period of any disruptions or closures related to coronavirus”;

**WHEREAS**, on or about March 27, 2020, the Commissioner of the Massachusetts Department of Elementary and Secondary Education (“DESE”) issued a memorandum to Massachusetts public schools (the “DESE Memo”) recommending that they “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 . . . services . . . .”;

**WHEREAS**, the Massachusetts Division of Local Services (“DLS”) has also recommended payments to school transportation providers during periods in which schools are closed due to the Pandemic;

**WHEREAS**, on or about June 5, 2020, the Governor of Massachusetts enacted legislation (“Senate No. 2680”) which, among other things, facilitates payment to school transportation service providers during the Pandemic, providing, among other things, that “a city or town may approve a payment for the period beginning on or after March 10, 2020 through the remainder of fiscal year 2020 on an existing service contract for school or educational-related services entered into by the school committee or a service contract renegotiated or modified by the school committee in order to maintain the availability of and access to the services secured under the underlying contract between the parties . . . .”;

**WHEREAS**, the Parties stipulate and agree that, although the Pandemic and the resulting school closures have prevented and/or excused the Contractor from transporting students to and from school from March 16, 2020 through the end of the 2019-2020 school year, the Contractor has nevertheless continued to perform certain work ancillary to the Services provided under the Contract and/or incur costs in connection with its responsibilities and obligations under the Contract (“Contract-related work and costs”) despite the Pandemic and its impacts in order to, among other things, resume school bus transportation promptly and on short notice;

**WHEREAS**, in light of the foregoing, and consistent with the CARES Act, guidance from DESE and the DLS, and Senate No. 2680, the Parties hereby execute this Amendment to the Contract providing for, among other things, payment to the Contractor under the Contract for Contract-related work and costs that the Contractor has performed under the Contract and/or would have performed under the Contract but for the Pandemic;

**NOW, THEREFORE**, for good and valuable consideration, including without limitation, the mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose of Amendment.** The Parties stipulate and agree that the purpose of this Amendment is to modify the Contract in a manner consistent with the CARES Act, guidance from the DESE and DLS, and Senate No. 2680 to address the impact of the Pandemic on the Contract and to govern payment by the District to the Contractor in order to maintain the availability of and access to the Services under the Contract upon re-opening of the schools, to the greatest extent practicable under the circumstances, during the period in which the Pandemic has impacted the Contract during the 2019-2020 school year, from March 16, 2020 through the end of the school year or June 29, 2020, whichever is later (the “Impact Period”). Such payment shall be in recognition of the Contract-related work and costs that the Contractor has performed under the Contract and/or would have performed under the Contract during the Impact Period.

2. **Payment to Contractor for Impact Period.** The District shall make prompt payment to the Contractor in the amount of \$125,827.70 which the Parties stipulate and agree constitutes 30% of all amounts that the District would have otherwise been required to pay to the Contractor for Services performed under the Contract during the Impact Period if there had been no Pandemic or resulting school closures preventing provision of such Services (the “Impact Period Payment”). The District shall pay the Impact Period Payment to the Contractor on or before July 15, 2020.

3. **Contractor Certification and Attestation Pursuant to Senate No. 2680.** By executing this Amendment, the Contractor hereby certifies, under oath, that, except for employee retention tax credits that Contractor may in the future receive (which, in any event, should not exceed the total amount that the Contractor would otherwise have been eligible to earn under the Contract), it has not received any grants, discounted loans or other financial support from any state, federal or local government as a result of the COVID-19 outbreak and affirms that the Contractor has not received, and shall not receive hereafter, any such grants, discounted loans or other financial support from any state, federal or local government as a result of the COVID-19 outbreak. In addition, by executing this Amendment, the Contractor further attests that the Impact Period Payment shall not exceed the amount to which the Contractor was eligible to receive under the Contract less the amount which the Contractor received in grants, discounted loans or other financial support that the Contractor expects to receive from a state, federal or local government as a result of the COVID-19 outbreak.

4. **Temporary Suspension of Services under the Contract.** In light of the fact that the Governor of Massachusetts initially ordered temporary school closures but has now ordered schools to remain closed for the remainder of the 2019-2020 school year – such that school bus transportation services will not resume until at least the beginning of the 2020-2021 school year – the Parties stipulate and agree that the Contractor has suspended Services under the Contract and/or may, in its discretion, suspend performance of all Contract-related work and costs under the Contract for the duration of the Impact Period beginning with the effective date of this Amendment and up through and including the beginning of the 2020-2021 school year. Such suspension shall

not constitute a breach of the Contract. Notwithstanding the foregoing, and absent additional laws, rules, orders, directives or other similar actions closing schools during the 2020-2021 school year, the Contractor shall be prepared to resume Services under the Contract in connection with the 2020-2021 school year.

5. **The Contract Remains in Full Force and Effect as Modified by this Amendment.** This Amendment modifies the Contract to the extent set forth herein. All other unmodified terms of the Contract remain in full force and effect, including without limitation, all payment rates and obligations applicable to the 2020-2021 school year.

6. **Renegotiation.** Should the Impact Period extend beyond the final day of the 2019-2020 school year, the Parties shall negotiate, in good faith, a successor amendment to this Amendment.

7. **No Precedent.** The Parties stipulate and agree that this Amendment shall not constitute or create any precedent in this or in any other matter.

8. **No Other Payments Due During Impact Period.** The Contractor acknowledges that with respect to the Impact Period, the District shall owe the Contractor only the Impact Period Payment described herein, and shall not be required to pay any other amounts under the Contract to the Contractor for Contract-related work and costs during the Impact Period. Nothing herein shall impact the Contractor's right to receive payment in accordance with the Contract after the Impact Period.

9. **Governing Law.** This Amendment shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflict of laws or choice of law principles, and shall be enforceable to the fullest extent permitted under Massachusetts law.

10. **Execution and Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one and the same Amendment. The Parties further acknowledge that this Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or signature via DocuSign or other similar electronic signature program.

11. **Binding Effect.** The provisions of this Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. The Parties each represent that the undersigned persons executing this Amendment on their behalf are duly authorized to do so.

12. **Severability.** Each term and condition, article, paragraph and subparagraph of this Amendment and any portion thereof, will be considered severable. If, for any reason, any portion of this Amendment is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation in a final ruling issued by any court, agency or tribunal

with valid jurisdiction, that ruling will not impair the operation of or have any other effect upon, any other portions of this Amendment, all of which will remain binding on the Parties and continue to be given full force and effect.

13. **Miscellaneous.** The descriptive headings used in this Amendment shall not be interpreted to supersede the provisions of this Amendment. The terms of this Amendment are contractual and not merely recitals.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date set forth above.

INHABITANTS OF HUDSON BY ITS SCHOOL  
COMMITTEE

By: \_\_\_\_\_  
Name:  
Title:  
*Duly Authorized*

FIRST STUDENT, INC.

By: \_\_\_\_\_  
Name:  
Title:  
*Duly Authorized*

Matters for Action  
New Business

3. Approval of FY21 Revised School Choice

## School Choice Program 2020-2021

The Hudson Public Schools participates in the Massachusetts School Choice program and the School Committee approves student enrollment under the Inter-District School Choice program annually. The Inter-District School Choice program allows parents/guardians to send their children to schools in communities other than the city or town in which they reside.

For the 2020-2021 school year, the Administration recommends the following guidelines:

- Parent/guardian is responsible for transportation to the District school.
- Student enrollment in the Inter-District School Choice program is based on availability.
- Dual Language Program is not included in the School Choice program in 2020-2021.
- Grades K through 11 students are eligible to participate in the program as follows:

○ Farley Elementary School

Kindergarten	Grade 1	Grade 2	Grader 3	Grade 4
0	0	0	0	0

○ Forest Ave Elementary School

Kindergarten	Grade 1	Grade 2	Grader 3	Grade 4
5	0	0	0	0

○ Mulready Elementary School

Kindergarten	Grade 1	Grade 2	Grader 3	Grade 4
11**	9	5	0	6

○ Quinn Middle School

5	6	7
0	0	0

○ Hudson High School

8	9	10	11
Based on availability			

- Students accepted into the Inter-District School Choice program may apply for schools on the same basis as resident students. However, the Intra-District Choice program may give preference to Hudson resident students when assigning students to schools.
- \*\*Revised on 6-23-20



Matters for Action  
New Business

**CONSENT AGENDA**

4. Approval of FY21 Cares Act: Elementary and Secondary Education Emergency Relief (ESSER) Grant in the amount of \$255,688 to support district and student needs related to COVID 19
  
5. Approval of Reclassification of Funds

## FY21 GRANT ACCEPTANCE FORM

The following grant has been awarded to Hudson Public Schools and presented to the School Committee for Acceptance.

GRANT	Grant Information
Description:	<b>FY21 Care Act: Elementary and Secondary Education Emergency Relief (ESSER) Grant has been awarded as an entitlement grant. The District is applying for Option 2 and funding allocated to FY21 in support of district and student needs related to COVID 19</b>
Purpose:	<b>Coronavirus Aid, Relief, and Economic Security (CARES) Act, Elementary and Secondary Education Emergency Relief (ESSER) Fund provides resources to school districts to address the impact the Novel Coronavirus Disease (COVID-19) has had and continues to have, on elementary and secondary schools.</b>
Type of Funder:	MA DOE FEDERAL
Type of Grant:	Entitlement
Awarded Amount:	\$255,688
Start Date	7/01/2020
End Date	6/30/2021 * Extendable via Multi-year until 9/30/2022
Status	Active
Grantor	MA DOE
PROGRAM Admin	Kathy Provost
PROGRAM Notes:	<p><b>MA FEDERAL Grant CFDA 84.425D</b></p> <p><b>General Fund use: Sample – MA DOE has several fund use examples</b></p> <ol style="list-style-type: none"> <li>1. ESSA, IDEA, Carl D. Perkins Career and Technical Education Act of 2006 or subtitle B of title VII of the McKinney-Vento Homeless Assistance Act.</li> <li>2. Coordination of preparedness and response efforts of LEAs with State and local public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to coronavirus.</li> </ol> <p><b>Grantor Name / Address:</b>            Massachusetts Dept. of Elementary and Secondary Education            75 Pleasant Street            Malden, MA 02148-4906</p> <p><b>Grantor Contact Name / Number / Email:</b>            (Email: <a href="mailto:federalgrantprograms@doe.mass.edu">federalgrantprograms@doe.mass.edu</a>)            Federal Grants Coordinator for Hudson:            Ellie Rounds-Bloom            Direct: (781) 338-3128</p>
Program Location:	<b>DISTR</b>

School Committee Date: \_\_\_\_\_

Vote: \_\_\_\_\_

**Hudson Public Schools**  
**FY21 Grant and Gift Presentation Summary**

AGENT	Awarding Agency	TYPE	FY21 GRANT YEAR / GRANT NAME	BRIEF DESCRIPTION OF AWARD	FY21 TOTAL AWARD
State	MA DOE	Competitive	21-345 ADL	Hudson Adult Learning Center provides fundamental education to students including Adult Basic Education and English classes.	\$ 402,721.00
Federal	MA DOE	Entitlement	21-113 ESSER	Elementary and Secondary Education Emergency Relief (ESSER) Grant has been awarded as an entitlement grant. The District is applying for Option 2 and funding allocated to FY21 in support of district and student needs related to COVID 19	\$ 255,688.00
				TOTAL GRANTS:	\$ 658,409.00

			FY21 GIFTS TO HUDSON PUBLIC SCHOOLS	DISTRICT OR PER SCHOOL ALLOCATION	\$ Gift Amount
				TOTAL GIFTS :	\$ -

			FY21 GIFTS FOR HHS SCHOLARSHIPS	HUDSON HIGH SCHOOLS	\$ Gift Amount
				TOTAL SCHOLARSHIPS:	\$ -

				SCHOOL COMMITTEE PRESENTATIONS GRAND TOTAL:	\$ 658,409.00
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File: Adjustment Forms (white)  
Posting Date:  
Batch/Block :

**FY20**

PAYMENT Adjustment Request

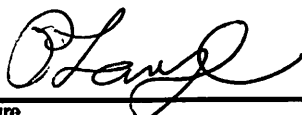
Date: Tuesday, June 23, 2020  
To: Ruifan Zhang, Aselstant Finance Director  
From: School Department

Please record the following payment adjustment (s):

<i>Payment Adjustment Number 1</i>	<b>From:</b>	<u>Account Number 0570</u>	<u>Account Description Buildings</u>	\$ <u>(3,000.00)</u>	<u>Amount</u>
	<b>To:</b>	<u>Account Number 1066</u>	<u>Account Description Insurance Recovery</u>		\$ <u>3,000.00</u>

<i>Payment Adjustment Number 2</i>	<b>From:</b>	<u>Account Number</u>	<u>Account Description</u>	\$ _____	
	<b>To:</b>	<u>Account Number</u>	<u>Account Description</u>		\$ _____

<i>Payment Adjustment Number 3</i>	<b>From:</b>	<u>Account Number</u>	<u>Account Description</u>	\$ _____	
	<b>To:</b>	<u>Account Number</u>	<u>Account Description</u>		\$ _____



Page Total : \$ (3,000.00) \$ 3,000.00

Authorized Signature \_\_\_\_\_

Prepared by:

Authorized Signature(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for reclassification:

To Reclass PO #201653 from Buildings and move expense to Insurance Recovery Acct. Farley repairs were reimbursed by the Insurance policy.

Please note:

- 1 Post date subject to final determination by Town Accountants Office.
- 2 Reclassifications and transfers must net out to zero.
- 3 Supporting documentation must accompany request.
- 4 If authorized signatures are not needed, please explain.

### Ledger History - Detail - Expenditure Ledger

Tran. Name	Comment	Payee	Beginning	Debit	Credit	Ending
Account: 0570-101-3058-5241-099	BUILDINGS	<i>Summary:</i>	0.00	197,907.20	236,407.37	38,500.17
1783		JOSEPHS LOCK & SAFE C		29.70	0.00	138,440.76
W19607		AETNA CORP		2,751.54	0.00	135,689.22
527446942		THE HOME DEPOT PRO		1,196.48	0.00	134,492.74
26409		KOOPMAN LUMBER CO IN		168.00	0.00	134,324.74
Warrant: 2020-28	Block/Batch: 10/28	Posted: 01/07/2020		3,630.62	0.00	130,694.12
Tran. Type: Payable		By: rtrocki				
9313781107		GRAYBAR ELECTRIC CO		221.00	0.00	134,103.74
9313781107		GRAYBAR ELECTRIC CO		359.70	0.00	133,744.04
9388422157		GRAINGER DIV-W W GRAI		49.92	0.00	133,694.12
3696-5574		MARLIN CONTROLS		700.00	0.00	132,994.12
3696-5574		MARLIN CONTROLS		2,300.00	0.00	130,694.12
Warrant: 2020-29	Block/Batch: 7/29	Posted: 01/14/2020		245.83	0.00	130,448.29
Tran. Type: Payable		By: rtrocki				
902193		LOWES CREDIT SERVICE		26.42	0.00	130,667.70
902663		LOWES CREDIT SERVICE		73.04	0.00	130,594.66
908882		LOWES CREDIT SERVICE		114.68	0.00	130,479.98
902414		LOWES CREDIT SERVICE		31.69	0.00	130,448.29
Warrant: 2020-30	Block/Batch: 13/30	Posted: 01/21/2020		19,252.41	0.00	111,195.88
Tran. Type: Payable		By: rtrocki				
S012183671.001		BELL PUMP COMPANY		2.41	0.00	130,445.88
943040		SIGNET ELECTRONIC SYS		19,250.00	0.00	111,195.88
Warrant: 2020-30	Block/Batch: 14/30	Posted: 01/21/2020		539.51	18.75	110,675.12
Tran. Type: Payable		By: rtrocki				
910005		LOWES CREDIT SERVICE		19.44	0.00	111,176.44
529915621		THE HOME DEPOT PRO		21.60	0.00	111,154.84
S5280761.003		NEEDHAM ELECTRIC SUP		18.75	0.00	111,136.09
S5280761.002		NEEDHAM ELECTRIC SUP		0.00	18.75	111,154.84
S5280761.001		NEEDHAM ELECTRIC SUP		56.25	0.00	111,098.59
60855		ROOTER-MAN		149.00	0.00	110,949.59
902029		LOWES CREDIT SERVICE		41.32	0.00	110,908.27
S012172568.001		BELL PUMP COMPANY		42.23	0.00	110,866.04
902124		LOWES CREDIT SERVICE		74.00	0.00	110,792.04
902494		LOWES CREDIT SERVICE		68.33	0.00	110,723.71
S5273177.001		NEEDHAM ELECTRIC SUP		48.59	0.00	110,675.12
Warrant: 2020-30	Block/Batch: 15/30	Posted: 01/21/2020		312.07	18.98	110,382.03
Tran. Type: Payable		By: rtrocki				

*Move Exp to #1006 INSURANCE*