



**ANDOVER SCHOOL COMMITTEE**

SC ROOM Key: I.O. = Information Only; A.R. = Action Request

**THURSDAY, MARCH 25, 2021**

**Virtual Open Meeting Broadcast by AndoverTV**

**Comcast Channel 99, Verizon Channel 43 or streamed: [www.andovertv.org](http://www.andovertv.org)**

**Public Participation**

Public Input should follow School Committee [policy BEDH](#) *Public Comment at School Committee Meetings* and [policy BEDH-E](#) *Guidelines for Public Comment*.

<p><b>Public input via email:</b>  <a href="mailto:scremote@andoverma.us">scremote@andoverma.us</a>  <i>please include name and address along with comments</i></p>	<p><b>Public input via live video:</b>  <a href="#">Registration link</a></p>
<p>Members of the public who wish to provide written Public Input, or to provide comment or ask a question on a particular agenda item can do so by sending email to the above email address. The public is encouraged to email questions ahead of time, and we will do our best to relay questions received during the meeting to the School Committee.</p>	<p>The Committee welcomes members of the public to provide live video comment during the Public Input portion of the agenda. To participate via video, you must register in advance and the meeting administrator will move you from a WebEx lobby into the main meeting at the appropriate time. To participate in this way, please register using the above link.</p>

**I. School Committee Meeting – Call to Order**

**6:00PM**

*Executive Session: Meet in Executive Session pursuant to G.L. chapter 30A, section 21(a), purpose (3) to discuss strategy with respect to bargaining with unionize personnel, namely the Andover Education Association (AEA) Unit A and Andover Assistants’ Organization because an open session may have a detrimental effect on the litigating position of the Committee. The Committee will reconvene in regular session at approximately 7PM.*

**II. Regular Meeting Resumes**

**7:00PM**

- A. Reorganization – Elect Chairperson and Vice Chairperson for 2021-2022 A.R.
- B. Recognitions/Communications I.O.
- C. Public Input
- D. Response to Public Input
- E. Education A.R.
  - 1. Field Trip: Doherty to Panama in February 2022
- F. New Business A.R.
  - 1. NRT - Trombly Updated Transportation Contract I.O.
  - 2. Town Meeting Warrant Recommendations I.O.
    - a. Article P5: FY22 Capital Projects Fund
    - b. Article P7: Financial Housekeeping
    - c. Article P9: General Housekeeping
    - d. Article P12: Granting Easements
    - e. Article P15: Capital Projects from General Fund Borrowing
    - f. Article P16: Capital Projects from Free Cash
  - 3. Memoranda of Agreement with Andover Education Association A.R.
- G. Continuing Business A.R.
  - 1. Fusion Academy Private School Application A.R.
  - 2. FY22 Budget A.R.

H. Consent Agenda

A.R.

1. Grants/Donations to District:
2. SC Meeting Minutes

I. Adjournment

A.R.

*Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, 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 Regular School Committee Meeting will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public body and/or parties with a right and/or requirement to attend this meeting can be found on the Town website. For this meeting, members of the public who wish to watch the meeting may do so in the following manner: Andover public access television (Comcast Channel 99, Verizon Channel 43) or streamed on the Andover TV Education Channel at [www.andovertv.org](http://www.andovertv.org). Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the AndoverTV website an audio or video recording, transcript, or other comprehensive record of the proceedings as soon as possible after the meeting.*

**MEMORANDUM OF AGREEMENT  
BETWEEN  
Andover School District and NRT Bus, Inc.**

This Agreement is entered into between the Andover School District (hereinafter “the District”) and NRT Bus, Inc. and or Trombly Motor Coach Service, Inc. (hereinafter, collectively, the “Vendor,” or “Contractor”) and together with the District, (“the Parties”).

**WHEREAS**, as a result of the COVID-19 pandemic (hereinafter “COVID-19”) and subsequent Executive Orders of the Governor of the Commonwealth, all schools in the District have been closed or partially closed since on or about March 13, 2020.

**WHEREAS**, per the decision of the Secretary of Education for the Commonwealth of Massachusetts, all schools will have a one hundred seventy (170) day school calendar for the 2020-2021 school year, rather than the one hundred eighty (180) days in a typical school year, and;

**WHEREAS**, the District may be operating remotely, in a hybrid manner, in person or in a manner that moves between these types of educational models, and;

**WHEREAS** the District and Vendor currently have a transportation contract dated March 27, 2017, for regular transportation services currently in place (“the Transportation Contract”) for the period of July 1, 2017 through June 30, 2022; and,

**WHEREAS** the Department of Elementary and Secondary Education (“DESE”) and the Massachusetts Division of Local Services (“DLS”) has encouraged school Districts to negotiate contract amendments with transportation providers to ensure continuity of school transportation services; and,

**WHEREAS** the District seeks to offer partial payment of the contracted per diem rate, to the extent practicable, to ensure no breaks in service when school reopens; and

**WHEREAS**, the Contractor has expressed concerns about its ability to resume bus transportation services and may be required to lay off or furlough its employees or independent contractors without continued payment by the District;

**WHEREAS**; the provisions of the CARES Act related to Employee Retention Tax Credits were extended via the Consolidated Appropriations Act of 2021, signed into law on December 28, 2020. In the event that the Legislature of either the Commonwealth of Massachusetts or the United States of America passes a stimulus package offering Vendor enhanced benefits, credits, or other aide, Vendor agrees to renegotiate the rate paid pursuant to Section 1 below in good faith.

**NOW THEREFORE**, the Parties hereby agree as follows:

1. For the time period of the 2020-2021 school year, the amounts to be paid by each District shall be as follows:

- a. For full transportation services related to in-person school days:  
100% percent of the cost as per the existing transportation contract
  - b. For ten (10) days removed from the school year calendar by the Commonwealth:  
50% percent of the cost as per the existing transportation contract
  - c. All remote school days as determined and ordered by the Andover School Committee:  
78% percent of the cost as per the existing transportation contract
2. For the avoidance of doubt, there shall **only** be payment for extra runs, including but not limited to field trips, athletic trips and late buses for the **2020-2021** school year **if such extra runs are requested and scheduled by the District.**
  3. **Should** Vendor receive any **new** loan, grant or financial support pursuant to **any new** Paycheck Protection Program (the “PPP Loan”) or any other government sponsored or funded aid program related to COVID-19 or associated mandated governmental closures, **the amount paid under 1a-d. shall first be reduced by the amount of a program similar to the PPP related to the district.**

Vendor agrees to submit an affidavit, if it receives any additional grants, discounted loans and/or other financial support from the Federal, State, or Local government after the date of execution of this Agreement and Affidavit that covers the period of **the 2020-2021 school year.**

4. Vendor represents and warrants to the District that Vendor, will continuously pay their employees for the full **2020-2021** School Year and shall provide an attestation from Vendor’s accountants certifying that Vendor’s payroll costs, including but not limited to the number of employees on payroll and total payroll wages and benefits paid per month during the period of **2020-2021** School Year are substantially the same as the preceding year. The terms of this Section 4 are not applicable in the event that the District is paying less than seventy-eight (78%) of the contract price during a shutdown as ordered by the Commonwealth of Massachusetts or any other governmental entity. Vendor is solely responsible for the purchase and cost related to the daily cleaning and sanitation of the vehicles, and any and all PPE and equipment and any training required to clean buses, in accordance with DESE Guidance and applicable standards. The District will be responsible for providing masks and hand sanitizer for students or reimbursement to Vendor, as the case may be.
5. During the **2020-2021** School Year, Vendor **will** honor all contractual obligations, including but not limited to safety training, maintenance of insurance, professional development, and upkeep of vehicles in preparation for the start of the 2020-2021 school year.

6. **Contractor Readiness for Reopening.** In consideration of the payments to be made to the Contractor pursuant to Section 1 of this Agreement, Vendor represents and warrants to the District that from the date hereof to the usual and customary start of the 2020-2021 school year, the Contractor will continue to maintain and observe any and all obligations provided for in the Transportation Contract. The Contractor further acknowledges and agrees that the Transportation Contract remains in effect and represents and warrants that Contractor is and will continue to remain prepared to provide all services and meet all obligations of the Contractor in accordance with the terms of the Transportation Contract. Additionally, the District acknowledges their obligations under the Transportation Contract.
  
7. Other than the payments set forth above, the Contractor and Subcontractor agree they are not entitled to any further payments pursuant to the terms and conditions of the Transportation Contract for the period of School Closure. Vendor shall not submit a claim for additional compensation for the period of School Closure.
  
8. **Effect on Transportation Contract.** All other terms and provisions of the Transportation Contract that are not hereby amended or superseded, remain in effect and are hereby ratified and affirmed in their entirety. This Agreement shall not be construed as a waiver of any rights by the District pursuant to the terms of the Transportation Contract and bid documents.
  
9. **Simultaneous Execution.** This Agreement may be simultaneously executed in multiple identical copies, each one of which shall be deemed an original copy, but all of which, taken together, shall constitute one original. The Parties may execute this Agreement by exchange of email or scanned copies.
  
10. This Agreement is subject to approval by the District's School Committee

In Witness Whereof, the parties have executed the Agreement on this \_\_\_\_ Day of March 2021.

**ANDOVER SCHOOL DISTRICT**

**NRT BUS, INC.**

\_\_\_\_\_  
 Claudia Bach, Ed.D., Superintendent

\_\_\_\_\_  
 John McCarthy, Director, CEO  
 Duly Authorized

**TROMBLY MOTOR COACH SERVICE, INC.**

\_\_\_\_\_  
 Kevin Hinkamper, President

# **MEMORANDUM OF AGREEMENT**

**Between**

**ANDOVER SCHOOL COMMITTEE**

**And**

**ANDOVER EDUCATION ASSOCIATION, UNIT A**

WHEREAS, from time to time Andover Public Schools (“APS”) has a need to provide education services to its students that cannot be performed by its educators who are regularly assigned to those services because they are on leave of some type and are therefore unavailable during such leave;

WHEREAS, APS must continue to provide these educational services and wishes to have qualified educators perform these services, which are in addition to the educational services to which such educators are regularly assigned during the school day (“the additional services”); and

WHEREAS, the Andover Education Association, Unit A (“AEA Unit A”) wishes to make available to its members the opportunity to perform the additional services at their voluntary option;

NOW THEREFORE, APS and AEA Unit A (“the Parties”) enter into this Memorandum of Agreement (“MOA”) and agree as follows:

1. The foregoing “Whereas” clauses are incorporated herein by reference.
2. The provisions of this MOA are entered into notwithstanding the provisions of the Parties’ collective bargaining agreement (“CBA”), and the provisions of the CBA shall not apply to the additional services performed in accordance with this MOA where such provisions are inconsistent with the terms of this MOA.
3. The additional services shall be performed by AEA Unit A members who are qualified by licensure, training, and experience to teach the course/curriculum which is the subject of the additional services.
4. An AEA Unit A member who performs the additional services shall receive, in addition to his/her annual salary, an hourly rate for the time incurred each school day in the performance of the additional services. Such hourly rate shall be calculated by (1) dividing the member’s annual salary by the number of scheduled teacher work days for the school year and (2) dividing the resulting daily rate by 6.25 hours. The member shall submit on a bi-weekly basis documentation showing the amount of teaching time for the additional services during the applicable two-week period and shall be paid for such time at his/her hourly rate.

5. APS agrees to notify AEA Unit A in writing of its intent to offer the additional services, describing the specific scope and type of such services.
6. AEA Unit A will provide such information to its members and will ascertain which of its members are willing to perform such services.
7. AEA Unit A will provide to APS in writing a list identifying all such members who have volunteered to perform such services and who are qualified by licensure, training and experience to perform such services in accordance with paragraph 3, above.
8. APS will offer in writing the opportunity to perform the services to all AEA Unit A members who satisfy the criteria set forth in paragraph 7, above. All such members who intend to accept the offer shall respond in writing within seven (7) days that they accept the offer on the terms provided. APS will provide to AEA Unit A, a list of such members who have accepted the offer.
9. Except as necessarily modified by the terms of this MOA, all provisions of the CBA between the Parties shall be unaffected by this MOA and shall remain in full force and effect. The terms of this MOA apply solely to school year 2020-2021 and shall terminate effective June 30, 2021. The Parties may by mutual agreement in writing extend the provisions of this MOA to a subsequent school year or portion thereof and may otherwise amend or modify its provisions by mutual agreement in writing. Nothing in this MOA shall be deemed to establish a binding practice or precedent on the Parties regarding its subject matter, and any such effects and results are expressly disclaimed.

ANDOVER SCHOOL COMMITTEE:

ANDOVER EDUCATION  
ASSOCIATION, UNIT A

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By: Shannon Scully, Chair

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By: Matthew Bach, President

Date: March , 2021

# **MEMORANDUM OF AGREEMENT**

**Between**

**ANDOVER SCHOOL COMMITTEE**

**And**

**ANDOVER EDUCATION ASSOCIATION, UNIT A**

WHEREAS, from time to time Andover Public Schools (“APS”) has a need to provide education services and related services to its students that are beyond the scope of services provided by its staff of educators or that must be performed outside the regular hours of work of those educators (“the additional services”); and

WHEREAS, the Andover Education Association, Unit A (“AEA Unit A”) wishes to make available to its members the opportunity to perform the additional services at their voluntary option;

NOW THEREFORE, APS and AEA Unit A (“the Parties”) enter into this Memorandum of Agreement (“MOA”) and agree as follows:

1. The foregoing “Whereas” clauses are incorporated herein by reference.
2. The provisions of this MOA are entered into notwithstanding the provisions of the Parties’ collective bargaining agreement (“CBA”), including but not limited to Articles 7, 8, 15, 28, and 32 therein. The provisions of the CBA shall not apply to the services performed in accordance with this MOA, and the performance of such services shall not constitute “teaching” within the meaning of the CBA or for purposes of acquiring professional teacher status under G.L. c. 71, § 41.
3. APS agrees to notify AEA Unit A in writing of its intent to offer the additional services, describing the specific scope and type of such services and the amount of stipend that it intends to offer to non-AEA Unit A persons to perform such services.
4. AEA Unit A will provide such information to its members and will ascertain which of its members are willing to perform such services at the specified stipend.
5. AEA Unit A will provide to APS in writing a list identifying all such members who have volunteered to perform such services and who are qualified by licensure and training to perform such services.
6. APS will offer in writing the opportunity to perform the services at the specified stipend to all AEA Unit A members who satisfy the criteria set forth in paragraph 5, above. All such members who intend to accept the offer shall respond in writing within seven (7) days that they accept the offer on the terms provided. APS will provide to AEA Unit A, a list of such members who have accepted the offer.
7. If, at the conclusion of the process set forth in paragraphs 2-6, above, the positions necessary to perform the additional services have not been fully staffed, the remaining



vacant positions may be offered by APS to qualified persons who are not members of AEA Unit A.

8. The Parties agree that the performance of the additional services by AEA Unit A members shall not be considered as part of their evaluation pursuant to the CBA, Article 28 and Appendix D thereto.
9. Except as necessarily modified solely by the terms of this MOA, all provisions of the CBA between the Parties shall be unaffected by this MOA and shall remain in full force and effect. Nothing in this MOA shall be deemed to establish a binding practice or precedent on the Parties regarding its subject matter, and any such effects and results are expressly disclaimed.

ANDOVER SCHOOL COMMITTEE:

ANDOVER EDUCATION  
ASSOCIATION, UNIT A

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By: Shannon Scully, Chair

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By: Matthew Bach, President

Date: March , 2021