



To: Dr. Charles Johns
Board of Education

From: Dr. R.J. Gravel

Date: Monday, April 13, 2020

Re: Payment of Third-Party Vendors During the School Closure Period

Recommendation

It is recommended that the school district continue to compensate all third-party vendors as budgeted for the remainder of the 2019-20 fiscal year.

Background

As a result of the coronavirus pandemic, several industries that provide essential services to public school districts have been impacted. These industries include, but are not limited to:

- Private, therapeutic day schools and residential programs that support students as outlined in an individualized education program;
- Food service providers that ensure students have access to breakfast and lunch on school days regardless of their financial status;
- Transportation providers that provide bus or van service to all students qualifying for district-provided service to and from school and designated work sites.

In response to these difficult times, the Illinois State Board of Education (ISBE) in partnership with the Governor's Office has strongly encouraged school districts to continue paying all contracted service providers during the time when schools are required to be closed, but would otherwise be open. State Superintendent Dr. Carmen Ayala, shared the following guidance in a message to northwest suburban school districts that are a member of ED-RED on March 30th:

“At this time, there are no anticipated changes to the expectation that districts continue to pay everyone on the payroll and that employees continue to work - remotely unless physical presence is absolutely necessary to support remote learning or ensure students have meals. Please see the revised joint statement from ISBE and the IEA, IFT, IASA, IPA regarding expectations of employees on Remote Learning Days.

ISBE and the Governor's Office also urge all employers to continue paying third-party contract employees and to make the necessary contract amendments to ensure that these employees continue to be paid. State funding is continuing to flow uninterrupted, so paying all employees, including third-party contract employees, can be budget neutral.”

The recommendation from ISBE is based on several considerations, most importantly being the school district's responsibility to return to normalcy as soon as it is deemed appropriate. By continuing to compensate our third-party providers, the dedicated team members that are responsible for providing

service to our school district will remain employed with their company and will continue to be compensated for their base salary. They will not be furloughed (temporary leave) or terminated by their employer. As a result of this condition, service providers will be expected to resume normal operations promptly upon our request. This will ensure that all services can be restored as soon as it is deemed appropriate.

To further support their recommendation, ISBE has taken action to pass the following emergency rules and program modifications that impact state reimbursement for different third-party providers as outlined below.

**Section 120.30 Pupil Transportation Services Eligible for Reimbursement
EMERGENCY (March 30, 2020)**

Due to the outbreak of the Coronavirus Disease 2019 (COVID-19), beginning on March 17, 2020, and through the end of the 2019-2020 school year, to ensure the continuity of education, including the provision of any direct or related service for the health and well-being of all public school students in pre-kindergarten through grade 12, all transportation costs incurred that are beyond transporting students, such as costs related to the distribution of food, distribution and pick-up of student assignments and work, and use of vehicles to provide wi-fi and other similar costs, shall be allowable and reimbursed by the formula under Section 29-5 of the School Code.

**Section 226.335 Nonpublic Special Education Placement of Public School Students
EMERGENCY (March 25, 2020)**

During the mandated suspension of in-person instruction pursuant to the Gubernatorial Disaster Proclamation 2020-038 and Executive Orders 2020-05 and 2020-06, and for the duration of the Gubernatorial Disaster Proclamation, all approved special education private facilities may continue to invoice school districts and school districts shall continue to pay the per diem approved by the Illinois Purchased Care Review Board under Section 14-7.02 of the School Code. The State Board of Education will reimburse school districts for all approved special education private facility expenditures.

**Summer Food Service Program Offering (SFSP) Waiver from USDA to Authorize
Grab-and-Go Meal Service**

An additional change that has been approved by the United States Department of Agriculture allows schools that do not participate in the National School Lunch Program (such as most Northfield Township schools), to receive reimbursement for approved meals through the Summer Food Service Program offering (SFSP). The SFSP program is designed to encourage schools to offer meals during unanticipated school closures, including breakfast and lunch to all of those families that are experiencing financial hardship. Glenbrook's application was submitted the same day the program was announced and was approved on Wednesday, March 25, 2020.

With respect to our current third-party providers, we have agreed to pay all providers that receive monthly payments through Friday, April 3, 2020. (Some of our providers receive annualized payments, or do not receive compensation due to rental agreements such as food service.) We have advised all providers that we will seek additional guidance from the Finance Committee at a special meeting on April 9th, and would provide an update after that meeting. The Northfield Township school districts have been actively negotiating with providers as needed to develop amendments to existing agreements, which is a requirement for the continuation of payments that would be wholly or partially reimbursed by ISBE.

For the committee's reference, we have compiled a roster of our third-party providers that serve students and staff throughout the district include:

Compensated Monthly

- General Education To/From Bus Services
 - First Student, Inc.
- Special Education To/From Bus Services
 - Safeway Transportation Services Corporation
- Evening Security Services (11 PM - 7 AM)
 - American Heritage Protective Services
- Cleaning Services at the District Administration Center and Glenbrook Off Campus
 - Multisystem Management, Inc.
- Private, Therapeutic Day Schools and Residential Placements
 - Various per IEP

Compensated Annually

- Bookstore Management
 - Beck's Bookstores
- Copy Center Management and Courier Services
 - Xerox
- Fitness Center Evening Supervision and Athletic Conditioning Services
 - TC Boost
- School Resource Officer Services
 - Village of Glenview
 - Village of Northbrook

Rental Agreement (No Compensation through the School District)

- Food Services
 - Quest Food Management Services

As Dr. Ayala shared in her most recent guidance, continuing to pay our third-party providers can be considered as budget neutral. This is because all of the annualized expenses for third-party providers have already been budgeted for within the 2019-20 fiscal year budget. Furthermore, there are no indications that any targeted revenue streams for these services would be impacted in the next three months. To provide additional insight into the guidance that has been issued by ISBE, I have attached a copy of a joint statement that was released on March 27, 2020.

The Finance Committee met on Thursday, April 9, 2020, to discuss this guidance and the operational and financial implications of continuing to compensate third-party vendors. In an effort to ensure that the school district will be able to resume operations as soon as possible, the committee unanimously recommended continuing to compensate third-party vendors as budgeted for the 2019-20 fiscal year. The administration will continue to work with each third-party vendor to ensure that any payments are reflective of the actual personnel expenses they have incurred, taking into consideration any changes in staffing levels and other federal/state financial support that they receive.

On Monday evening, I will provide a brief summary of the guidance presented in this memo, and members of the committee will be able to share their perspectives on this situation. No action of the Board is required for this topic.



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March 27, 2020

Joint Statement of the Office of Governor JB Pritzker, Illinois Education Association, Illinois Federation of Teachers, Illinois Association of School Administrators, Illinois Principals Association, and Illinois State Board of Education

This joint statement is an update of our March 17, 2020, statement. Over the past two weeks we have been impressed with the ingenuity, compassion and alacrity that all of our members demonstrated as we rapidly closed our schools and transitioned to a new way of teaching, learning and caring for our students. Our organizations continue to be inspired by the phenomenal cooperation shown across the state and encourage all of our members to be reasonable, creative, and generous while determining what's best for our students in Illinois. To assist our members during this time, the leadership of the IEA, IFT, IASA, and IPA have prepared this joint guidance with the Office of Governor JB Pritzker and ISBE to be effective through the duration of the statewide school closure. As this is a rapidly evolving situation, subsequent guidance may be released.

ISBE is announcing that remote learning will occur for the duration of the suspension of in-person instruction. Districts must develop instructional remote learning to allow for student engagement and continuity of instruction. School districts will not be expected to extend their school year calendar. All Act of God days, remote planning days, and remote learning days will count as actual days of pupil attendance.

To assist in that task, ISBE has convened an advisory group which has developed specific recommendations and best practices in the areas of:

- Birth through Grade 2
- Grades 3-5
- Grades 6-8
- Grades 9-12
- Special Education
- Multilingual Education

The recommendations put forth several important points, including: (1) instructional remote learning differs from statutory eLearning plans; (2) districts must work with local unions to determine how instructional remote learning will occur; (3) time allotted to tasks should be age appropriate; (4) students will not be required to master and will not be penalized for failure to master new content; (5) instructional remote learning does not eliminate the teacher but instead works to develop a partnership with families to provide instructional remote learning in these difficult times.

Through the duration of the suspension of in-person learning, all school district employees on the district's payroll will get paid as if the schools



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were functioning normally and they were performing their normal work, regardless of the district instructional remote learning plans developed during this time. Normal pay includes salary, hourly and stipend pay, benefits, and employees will receive full and normal service credit in their pension systems. No district will lose any Evidence Based Funding as a result of this change.

Through the period of the suspension of in-person learning, the employer can expect school district employees to participate in work activities in some form. The concrete details of the work, including stipend work, that will occur during this timeframe must be worked out through mutual agreement, but negotiations should focus on ensuring (1) continuity of education through instructional remote learning, (2) provision of meals, (3) other student and staff support measures as appropriate for each district to effectuate instructional remote learning; and (4) ensuring the performance of essential district functions and operations. Public health and safety of students and staff are paramount, and to the extent work can be done remotely, it should be. Illinois Department of Public Health and Centers for Disease Control and Prevention recommendations on social distancing and group gatherings should be adhered to. Employers should not require any more employees than absolutely necessary to come to school.

No school district can unilaterally change the use of benefit days. We encourage local collaboration on the use of benefit days and encourage ways to support anyone who is sick or is caring for a sick family member.

We acknowledge that the current law on teacher evaluation and Reduction in Force (honorable dismissal and layoff) remains in full force including all timelines and existing statutory language. Any teacher evaluation that is not finished by the end of the school year will be considered “proficient” in accordance with 105 ILCS 5/24-11(d). Subject to existing contract language, evaluations that have been substantially completed; meaning that all classroom observations have occurred and all professional practice and student growth data has been collected, shall be finished remotely. We are working jointly to ensure on a non-precedential basis that certified staff whose last summative rating was excellent default to an excellent rating for this year if their evaluation cannot be finished.

Subject to existing contract language, all timelines, notice requirements, and procedures remain in place for a district that wishes to remove, dismiss, or reduce the hours of non-certified staff in order to decrease the number of support staff or to discontinue some particular type of educational support service. Subject to existing contract language, evaluations that have been substantively completed; meaning that all necessary data has been collected, shall be completed remotely.



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All timelines concerning needs improvement plans and remediation plans are paused until such time schools reopen statewide. We are working jointly to ensure on a non-precedential basis that when schools re-open statewide, any remediation plan where less than **45** days of classroom instruction occurred may be restarted, subject to the agreement of the certified staff member.

Timelines and notice requirements from a school board regarding dismissal of a teacher in contractual continued service as well as the requirement that a hearing be requested within 17 days remain in place. We are working jointly to ensure on a non-precedential basis that all other pre-hearing and hearing procedures are paused unless otherwise mutually agreed by the parties and hearing officer. A dismissal hearing may occur by remote means if there is an agreement by the parties. If a hearing officer is unwilling meet by remote means, he or she may withdraw and another hearing officer will be chosen.

All "Act of God Days" and days where remote learning was provided, due to the suspension of in person learning, regardless of how the day was classified, will count towards a probationary teacher's "tenure acquisition."

We will continue to provide joint statements to the field as we are able and as this unique situation continues to evolve.