

Weston Board of Education Special Meeting

Tuesday, March 17, 2020 3:00 PM

Via Conference Call 252-689-8639 PIN: 979 702 586#, 24 School Road, Weston,
CT 06883-1623

- I. **Discussion and Approval Regarding COVID-19
Waiver Application Form: 180-Day School Year
Requirement**

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: March 17, 2020

Information Only

Action Requested

Agenda Item Subject: Review and approval of WPS Waiver Application for Distance Learning during district closure necessitated by COVID-19.

Submitted by: William McKersie

Document Summary/Purpose and/or Recommended Action:

Background:

Please see attached DRAFT packet that has been prepared by the administration for submission to Dr. Miguel Cardona, CT Commissioner of Education, to obtain approval for a waiver to institute Distance Learning while WPS is closed due to COVID-19. The DRAFT packet includes the required materials for the application: cover letter; simple application form; and, MOUs from the two largest bargaining units (i.e., WTA and AFSCME; it was not necessary for WAA to establish an MOU). This is exactly what districts had submitted last week for their waivers, and the cover letter has been legally reviewed by Marsha Moses.

Last evening (3.16.2020), after the DRAFT packet was completed, Commissioner Cardona waived the requirement for a waiver to implement Distance Learning, and urged districts to proceed quickly with work. The Commissioner also announced that the final day of school for each CT district would be the currently scheduled final day. We will discuss the calendar implications of the Distance Learning plan with the BOE on March 17. (Attached to this packet is a copy of the Commissioner's memorandum.)

At our meeting on March 17, we will receive verbal updates on the intensive planning underway for Distance Learning from Ken Craw and Mike Rizzo. We also will receive a related facilities update from Phil Cross. Lastly, in a related vein, we will discuss the BOE meeting schedule (committee and full BOE) during the district closure and our operation under Distance Learning.

Recommended Action:

Even though a waiver is not required, the administration recommends that the BOE reviews and approves the waiver application as it would have been submitted. This would provide the BOE and Administration, and the staff covered by the two MOUs, a formal agreement that we are proceeding with Distance Learning. As a formality, we would submit the waiver application to the CT State Department of Education.

For more Board of Education Meeting and Committee Meeting Information, visit:
<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

DRAFT - 3/17/2020

Weston Public Schools



WILLIAM S. McKERSIE, PH.D.
williammckersie@westonps.org

Superintendent of Schools
24 School Road
Weston, Connecticut 06883-1699

Telephone: (203) 291-1401
FAX: (203) 291-1415

Sent via Email

March 18, 2020

Dr. Miguel A. Cardona
Commissioner of Education
CT State Department of Education
450 Columbus Boulevard
Hartford, CT 06103

Re: Distance Learning Waiver Request

Dear Dr. Cardona:

The Weston Public Schools (WPS)--in full partnership with staff, the administration and the Board of Education--is poised to implement "Distance Learning" during school district closure for COVID-19. We have been closed as a district since Thursday, May 12, 2020. We are requesting approval of our enclosed application for a Distance Learning waiver as soon as possible.

As of Monday, March 16, we instituted "Extended Learning Opportunities," which are blending digital learning and non-digital lessons and activities. Due to the extended district closure now upon us, the Leadership Team has developed a robust "Distance Learning" program for all WPS students. With an approved waiver from the Connecticut State Department of Education (CSDE), we can begin implementing the WPS Distance Learning Plan as of Monday, March 23, 2020.

The WPS Distance Learning Plan will provide for the continuation of education for all students, including those with disabilities, through the length of district closure for COVID-19. We are working closely with WPS counsel and applying guidance from the CT Bureau of Special Education and the Office of Special Education and Rehabilitative Services, making our best efforts to assure that to the greatest extent possible, each student with a disability is provided the special education and related services identified in the student's IEP. We will be communicating directly with families of students with IEPs what each student's individual distance learning plan will be and will continue to communicate with families and refine these plans as appropriate

throughout the closure. We have reviewed other individual needs for students based on free and reduced lunch, as well as those requiring additional support for internet access.

Witness the enclosed copies of Memorandum of Understandings (MOUs) with our largest bargaining units, we can assure the CSDE of the full support of staff and faculty for Distance Learning. We have benefited from the collaborative approach of our union leadership during the planning and initial rollout this week of the Extended Learning Opportunities.

In closing, according to the Executive Order providing for Distance Learning, the Weston Public Schools will comply with regulatory and legal requirements.

Thank you for your leadership. We look forward to learning the response to our application for a Distance Learning waiver.

Sincerely,

William S. McKersie, Ph.D.
Superintendent

Anthony Pesco, Ph.D.
Board of Education, Chair

Enclosures

Connecticut State Department of Education
COVID-19 Waiver Application Form:
180-Day School Year Requirement

As part of the basic educational requirements in Connecticut, each school district must make a minimum of 180 school days available to students each school year. The Connecticut State Board of Education may grant waivers to school districts, in cases of unavoidable emergency.

COVID-19 Waiver forms for the 180-Day School Year Requirement must be submitted to the Commissioner of Education. Districts must provide the following documents for the Connecticut State Board of Education (CSBE) to consider a request. All requests are subject to the final approval of the CSBE.

1. Completed COVID-19 Waiver Application Form.
2. Written correspondence signed by the Superintendent and school district board chairperson requesting the waiver. The written request must identify/provide:
 - a. **Distance Learning:** District must provide a signed statement attesting that the district has considered all risks and factors, and is complying with, applicable state and federal laws and policies, including but not limited to employment laws, collective bargaining agreements, and special education. The Connecticut State Department of Education and CSBE rely upon the districts to consider and implement their distance learning plans and do not require submission of the planning documents. *The consideration of a waiver of days using distance learning as a factor is limited to the present circumstances of the current COVID-19 concerns for the 2019-2020 School year.*
 - b. **School Closure and No Distance Learning in Lieu of Onsite Schooling:** In the case of a closure without “distance learning” and the inability to meet 180 school days, a statement attesting that the district has exhausted all opportunities to provide 180 days of school, including extension of the school year to June 30, 2020.
3. If decision is been made to move forward with closure, it is advisable to supplement the application with written confirmation from the local public health director or district health department director that they recommend/ed closure of the school or school(s).

**Connecticut State Department of Education
 COVID-19 Waiver Application Form:
 180-Day School Year Requirement**

Submit completed Connecticut COVID-19 Waiver Application Form and related attestations via email, to the previously provided Superintendents only e-mail address.

School District	Weston Public Schools
Superintendent	William S. McKersie, Ph.D.
Person submitting application (name & title)	William S. McKersie Superintendent
Email	williammckersie@westonps.org
Phone	203-221-6580
Mailing Address	24 School Road Weston, CT 06883

1.	Number of waiver days requested per school year:	School Year(s)	2019-20
		Number of Days	Unknown at this time.
2.	Which schools or grades does this waiver request include?	<input checked="" type="checkbox"/> All schools and grades within school district <input type="checkbox"/> Specific grade levels and/or schools (please list):	

Memorandum of Agreement

Between

The Weston Board of Education

And

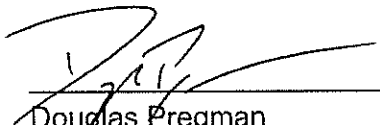
Weston Teachers' Association

The Weston Board of Education (the "Board") and the Weston Teachers' Association ("WTA") enter into the following Memorandum of Understanding (MOU) regarding the WPS Distance Learning plan due to district closure related to COVID-19. For the purposes of this MOU, the term "Teachers" is the same as defined in the parties' collective bargaining agreement.

1. Distance Learning shall be in operation for the extent of district closure due to COVID-19 or June 30, 2020, whichever comes first.
2. The parties will collaboratively develop guidelines and expectations for Distance Learning, in alignment with the elements contained within this MOU.
3. The Weston Public Schools will honor its contracted commitment and continue to pay members of the bargaining unit as codified in the current collective bargaining agreement, regardless of whether contracted work days are achieved by June 30, 2020.
4. The location of Distance Learning work will be determined by the District in consultation with Weston's health and Emergency Operation Center (EOC) officials, which may occur within the workplace, through remote access, direct student contact or other methods as deemed appropriate. It is anticipated that the COVID-19 crisis will require Teachers to work from a remote location, with access to school buildings not allowed. Teachers working from a remote location shall be required to be available to students and parents during the contractual school day.
5. To the extent possible, communication between teachers and students/parents will be through email and/or the online platform being used to post/deliver instruction. The District expects that nearly all teacher and student/parent communications will be through email or online platforms. In only exceptional cases, should parents or students need to speak to a teacher by telephone, they will be directed to email the teacher, and the teacher shall call at a mutually agreeable time using said teacher's personal phone. Teachers must utilize *67 to block their personal numbers.
6. Should classroom teachers or students need assistance with troubleshooting technological issues, they shall follow the procedures to be provided by the administration.
7. Following an initial attempt to ameliorate the situation, Teachers needing assistance with students who are not participating, or otherwise not performing the required lessons, shall inform the applicable administrator who shall address the issue accordingly.

8. In the event a Teacher requires absence, the teacher will report the absence through AESOP per current practice.
9. Teachers shall not be subject to the terms of the District's evaluation procedures for the duration of this MOU--the extent of district closure due to COVID-19.
10. Any days of Distance Learning shall be applied to the teacher work year as outlined in the collective bargaining agreement between the Board and the WTA.
11. All provisions of the collective bargaining agreement between the Board and the WTA shall remain in effect except to the extent such provisions have been durationally modified by this MOU.
12. This Memorandum of Understanding should not be used as precedent or cited as practice by either the Board or the WTA in any proceeding whatsoever except to enforce the terms of this Memorandum of Understanding.


Weston Teachers' Association:



Douglas Pregman
President

DATE: 3.16.2020

Board of Education:



William S. McKersie, Ph.D.
Superintendent of Schools

DATE: 3-16-2020

Memorandum of Understanding

Between

The Weston Board of Education

And

Local 1303-110 of

Council 4, American Federation of State, County and Municipal Employees, AFL-CIO

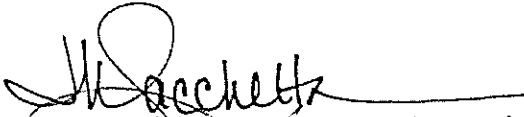
(Non-Certified Employees)

The Weston Board of Education (the "Board") and the American Federation of State, County and Municipal Employees, Local 1303-110 ("AFSCME") enter into the following Memorandum of Understanding (MOU) regarding the WPS Distance Learning plan due to district closure related to COVID-19. For the purposes of this MOU, the term "Staff" is the same as defined in the parties' collective bargaining agreement.

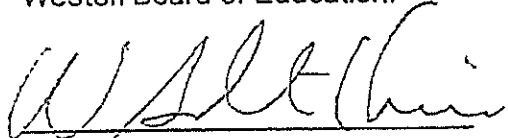
1. Distance Learning shall be in operation for the extent of district closure due to COVID-19.
2. The Weston Public Schools will honor its contracted commitment and continue to pay members of the bargaining unit as codified in the current collective bargaining agreement.
3. The location of work by AFSCME members will be determined by the District in consultation with Weston's health and Emergency Operation Center (EOC) officials, which may occur within the workplace or through remote access. During the COVID-19 crisis, the District will not require WPS staff to go to student homes. Staff whose work can be performed remotely, will be working from a remote location. However, Staff whose responsibilities cannot be performed remotely, will be required to report to work. Those who cannot work remotely include custodians, maintenance staff and grounds staff.
4. The specific work of AFSCME members may have to be altered during the district closure. The administration retains the authority to require AFSCME members to assume other responsibilities as deemed necessary for the safe and healthy functioning of the District.
5. At the point it is determined by Federal, State or Town of Weston authorities that all employees must not come to work, the Board will honor its contracted commitment to members of the bargaining unit equivalent to the days when the District is closed by Federal, State or Town of Weston authorities.
6. In the event a Staff member requires absence from work responsibilities, the bargaining unit member shall report such absence through normal means.

7. Staff shall not be subject to the terms of the District's evaluation procedures for the duration of this MOU--the extent of district closure due to COVID-19.
8. Any days of Distance Learning shall be applied to the Staff work year as outlined in the collective bargaining agreement between the Board and AFSCME. The exception would be for those Staff required to report to the District during the district closure.
9. All provisions of the collective bargaining agreement between the Board and AFSCME shall remain in effect except to the extent such provisions have been durationally modified by this MOU.
10. This Memorandum of Understanding should not be used as precedent or cited as practice by either the Board or AFSCME in any situation whatsoever except to enforce the terms of this Memorandum of Understanding.

American Federation of State, County and Municipal Employees, Local 1303-110:


~~Rexanne Glaser~~ Jodi Sacchetta
President Vice President
DATE: 3/16/2020

Weston Board of Education:


William S. McKersie, Ph.D.
Superintendent of Schools
DATE: 3-16-2020



STATE OF CONNECTICUT
STATE BOARD OF EDUCATION



March 16, 2020

Dear Colleagues,

Due to changes in CDC guidance, in which they suggest that there may be long-term cancellations of classes, and US Department of Education guidance regarding districts' efforts to provide continuity of education, we are planning to reduce your reporting requirements and eliminate individual district applications for 180-day waivers. Now we may all focus our efforts on providing students in Connecticut with continuing educational opportunities to the greatest extent possible. The SDE guidance this morning identified RESCs as partners that will have resources, exemplars, and materials for districts to access. We will also provide additional resources tomorrow.

As a result, districts should engage immediately in providing continuity of educational opportunities for students and may end the school year at their regularly scheduled end date.

Continued Success,

A handwritten signature in black ink, appearing to read "Miguel A. Cardona".

Dr. Miguel A. Cardona
Commissioner of Education