Online Learning Sample Language

**Updated: November 18, 2021**

These language samples are assembled from local proposals, negotiated language and generic samples that have been reviewed by Education Minnesota staff. Because all locals face unique situations, needs and goals, locals are encouraged to work with their field staff to create proposals that appropriately address the instructional model in their given district.

\*Any language from a local proposal or agreement is noted\*

# Protection of bargaining unit work

Staff providing distance learning shall only teach courses for which they are licensed. All online courses shall be administered by [*Name of District*] employees. All provisions of the Master Agreement apply to a teacher assigned to teach distance learning.

# Transition between different modes of instruction for classes, sites and districts

In the event that the District must transition to a different mode of instruction, the Union-District incident command team will jointly determine transition protocols. The parties agree that conditions surrounding the ongoing COVID-19 pandemic may necessitate periods of distance learning for some students or classes. There may be different instructional delivery models employed in such cases.

If and when a transition to a different mode of instruction or delivery model is made, paid planning days will be provided to all staff to ensure educators have adequate time to prepare instructional materials.

# Compensation, overload pay and prep time

A teacher may voluntarily accept an assignment to teach in multiple modalities to provide both in-person instruction and online instruction. Educators accepting such an assignment will be provided with the technology outlined below and will receive overload pay of $$\_\_\_\_\_.

Teachers who are instructing in multiple modes shall receive an additional 30 minutes of prep time for each day, scheduled for no more than one 2.5 hour block per week.

**Minnetonka Teachers Association**

**Memorandum of Understanding on Online Learning, 2021-22**

For those limited circumstances when a student needs home-based instruction, due to an extended, documented medical issue (including COVID), the District may seek volunteers to stream instruction for those students as one option to meet this instructional need.

i. Compensation for secondary teachers will be pro-rated based on the $250 per student, per semester rate, plus up to one hour per week of curriculum writing/planning time, compensated at [$ or] the hourly curriculum work rate in effect at the time the work is completed.

ii. Compensation at the elementary level for all core content instruction will be pro-rated based on the $500 per student, per semester rate, plus up to one hour per week of curriculum/writing planning time, compensated at [$ or] the hourly curriculum work rate in effect at the time the work is completed.

**Orono Education Association**

**Memorandum of Understanding on online learning, 2021-22**

THEREFORE, BE IT RESOLVED, that Schumann Elementary School and Intermediate School teachers providing a hybrid instruction model shall be paid one half (1/2) hour per day at their appropriate Curriculum Development Rate, and Middle School and High School teachers providing a hybrid instruction model shall be paid one fifth (1/5) of one half hour (1/2) per day at their appropriate Curriculum Development Rate, as specified in Appendix B of the Master Agreement, per day for each day spent teaching in a hybrid model; and

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THEREFORE, BE IT RESOLVED, that Schumann Elementary School and Intermediate School teachers shall be paid $3,500 for providing a full year of hybrid instruction, and Middle School and High School teachers shall be paid $500 per class per semester for providing hybrid instruction as arranged and approved by the building principal.

Staff who teach online and whose primary work location is other than a district site will be eligible for an internet reimbursement of up to *[$70 or* *insert bargained amount*] per month.

# Class Size Caps

# Class sizes for distance learning shall not exceed class sizes for in-person instruction. Class sizes for in-person instruction will not exceed the average of the class size from the previous school year by more than 2 students.

# Prohibitions and Limitations on teaching in dual modalities

# *Note: Dual modality is defined as teaching simultaneously to students both in-person and virtually*

The parties agree that no teacher shall teach in dual modalities during one instructional period. A teacher may voluntarily accept an assignment to provide in-person instruction and online-instruction to separate classes at different times.

The parties agree that no teacher shall be required to teach in dual modalities during one instructional period. The teacher may decide to teach in dual modalities if, in their judgement, it is a viable option for each individual situation.

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THEREFORE, BE IT RESOLVED that teachers shall not be required to live-stream instruction to remote learners while simultaneously teaching in-person

# Synchronous and asynchronous instructional time

The parties shall agree to parameters and expectations for synchronous vs. asynchronous instructional time.

The parties agree to the following standards from the National Board of Professional Teaching Standards for daily synchronous instructional time:

* Pre-K: <1 hour/day
* Elementary: 1-2 hours/day
* Middle School: 2-3 hours/day
* High School: 3-4 hours/day

Availability during asynchronous time **-** During asynchronous instructional time, educators shall provide students with office hours within the duty day during which they are available to provide student support, feedback and clarification. Office hours may be conducted via phone, email, or online platforms. Employees shall establish times of the day when students and families should not expect responses to inquiries until the next working day.

# Scenario guidance

**Dakota County United Educators – The chart is not from a MOU but rather guidance created in collaboration between the local and district**

Guidance Scenarios (PK-12+)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Student Vacation** | **Student Illness** | **Student Quarantine Due to COVID-19** | **Student Assigned Homebound Instruction** | **Special Education IEP / 504 Plan** |
| *Similar to standard past practice, students are encouraged to communicate with their classroom teachers before vacation days regarding assignments and missed instruction. Students may be able to access instructional resources and assignments via Seesaw/Schoology.* | *Similar to standard past practice, students may be able to access instructional resources and assignments via Seesaw/Schoology and/or communicate with their teachers after returning to school from illness.* | *Teachers will support students with a learning experience which will include Seesaw/Schoology platforms, and may be supplemented with digital tools and/or offline learning activities. It is agreed that simultaneous, interactive instruction and learning that includes both in-person and digital learners at the same time is not a preferred delivery model****\*****; although some teachers may choose this method as shown in the strategies / examples below.* | *Similar to standard past practice, a homebound instructor would be assigned to support a student with a designated number of hours. A classroom teacher who is being stipended to deliver homebound instruction is obligated to provide this support outside of the teacher’s work day. The homebound instruction/support could be delivered in person (i.e.library or hospital) and/or could be delivered virtually using a video-conferencing platform in addition to other digital tools such as Seesaw/Schoology.* | *Most special education students would access instructional resources and assignments in line with the other columns on this guidance document. However, similar to standard past practice, an IEP team agreement may lead to a scenario in which a student accesses all or part of classroom instruction via a synchronous video-conferencing tool to support the student’s unique learning needs.*  *Note that a 504 plan could also possibly lead to similar access as described above.* |

# Definitions of multiple modes of instruction

**Dakota County United Educators**

**This language was not in the form of a MOU but was a product of local and district collaboration**

Teaching Delivery Models

The delivery model is the method for delivering instruction to students. Examples include but are not limited to:

A. **In-Person**: a classroom instructional setting with teachers and students physically present in the classroom. *(traditional classroom)*

B**. Synchronous Digital**: An instructional setting in which students are not in-person with the teacher. Rather, students are in various physical locations and are joining together through digital means. The teacher monitors and interacts with students via a video-conferencing tool. *(distance learning)*

C. **Asynchronous Recorded**: A teacher records all or part of class instruction, and individual students watch independently in various physical locations at various times or at an agreed at an upon time. *(flipped classroom)*

D. **In-person with synchronous digital learners without support (view only)**: An in-person classroom with the teacher and almost all the students in the same physical location, and with one or two students observing live teaching digitally. *In this scenario, the teacher is not responsible to monitor or interact with the digital learners*. Digital learners may indicate to the teacher that support is needed later.

E. **In-person with synchronous digital learners with support (interactive)**: An in-person classroom with the teacher and almost all the students in the same physical location; and with one or two students observing and engaging through digital means. In this scenario, the one to two students accessing instruction digitally are supported by an additional staff member (i.e. paraprofessional) who is assigned for this purpose. The digital learner may indicate to the teacher that support is needed later.

F. **Simultaneous** - Teachers interact with in-person students and interact with digital students during the same class time. In this scenario, most students are in-person in the classroom with the teacher in the same physical location, while some students observe and engage through digital means. The teacher is expected to monitor the online students while they watch in addition to interacting with in-person students. The digital learner may indicate to the teacher that support is needed later.

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**Synchronous Live instruction** involves direct teaching for a specific amount of time where students and

the instructor are together.

**Synchronous Remote Instruction** involves direct teaching for a specific amount of time where students and

the instructor are together on a digital platform at the same time. Some examples are a lecture or morning

meeting over Google Meet or participating in a Twitter Chat. This is offered at the discretion of the instructor

and a student's participation would be considered part of their attendance.

**Asynchronous/Autonomous instruction** involves an instructor creating content for students that they can

access on a path, place, and pace of their choosing. Students are given set parameters of learning activity

timelines and deadlines for work completion. The teacher provides feedback to students in a timely, but not

instantaneous, manner.

**Traditional instruction** occurs when students and teachers are together in one location, interacting with one

another in real time. This would also be referred to as face to face instruction. This is the most common and

familiar type of instructional model in schools.

**Hybrid instruction** occurs when students are able to access content and learning in different formats at the

same time. This presumes that some students would be in person with an instructor, while some students are

simultaneously accessing the instructional materials through a digital platform. In the hybrid model, students

experience either synchronous or asynchronous learning activities, depending on their physical location.

**Blended instruction** occurs when students are able to control the path, place and pace of their own learning.

The needs of students in the class, as well as the nature of specific learning activities, determine when and

how virtual and in-person teaching occurs. Students will likely access several types and modalities of

instruction during the semester (or other predetermined timeframe) of a course. Learning and study space is

provided at school for students who are engaged in asynchronous activities.

**E-Learning** occurs when due to an Emergency Closure, students are receiving asynchronous instruction

through an online platform.

**Online instruction** occurs when students are receiving all instruction during the semester (or other

predetermined timeframe), whether synchronous or asynchronous, through an online platform or other means

such as provided materials, with no direct interaction with the instructor in the same physical learning

environment. During the 2021-2022 school year, online instruction may be utilized only under provisional

authorization by the Minnesota Department of Education.

# Teaching during a period of quarantine

1. The parties agree that conditions surrounding the ongoing COVID-19 pandemic may necessitate periods of distance learning for some students or classes. There may be different instructional delivery models employed in such cases.
2. In cases when a full-classroom quarantine is determined to be necessary by the Minnesota Department of Health or other health officials in collaboration with the District, a combination of Synchronous online and Asynchronous recorded instruction may be used at the discretion of the teacher. All terms and conditions of the master agreement apply.
3. In cases where one or two students are in quarantine, the assigned teacher(s) may be asked to provide instruction in the Asynchronous model with synchronous students online for the duration of the quarantine. Additional time that the teacher must spend outside the duty day to provide additional communication or instruction to students in quarantine will be time carded and paid at the teacher’s daily rate of pay.
4. In cases when a full classroom quarantine is determined to be necessary by the District, the Minnesota Department of Health or other health officials in collaboration with the District, a combination of Synchronous online and Asynchronous recorded instruction may be used at the discretion of the educator. All terms and conditions of the master agreement apply.
5. In cases where students are in quarantine, the assigned educator(s) may be asked but not required to provide instruction across modes of instruction. Additional time that the educator must spend outside the duty day to provide additional communication or instruction to students in quarantine will be time-carded and paid at the educator’s daily rate of pay.

A teacher who is required to quarantine due to contact tracing, exposure or a positive COVID-19 test will be allowed, if they are able and willing, to teach from their home to their class without leave deduction. The remote teacher will deliver the lesson content and the in-person class will be supervised by district personnel.

Employees who are required to quarantine but who are not ill themselves shall be permitted to work remotely.

**Buffalo language**

**Memorandum of Understanding 2020-21 - Leave Guidelines for Teachers Related to COVID-19 Exposure at School**

If a teacher is directed by the Minnesota Department of Health or other public health officials to self-isolate due to exposure at school in their role as a teacher:

1. The teacher would be assigned remote work to the extent possible. A teacher in a remote work assignment would not receive a deduction in their sick or personal leave balances.
2. If remote work is not available, the teacher may utilize Emergency Leave under the Families First Coronavirus Response Act (up to 10 days). A teacher utilizing Emergency Leave would not receive a deduction in their sick or personal leave balances.
3. If remote work is not available and Emergency Leave is not available or has previously been exhausted, the leave would be classified as paid administrative leave for the remainder of the isolation period without a deduction in their sick or personal leave balance.

If a teacher tests positive to COVID-19 due to exposure at school:

1. If physically able, the teacher may choose remote work, if available. A teacher in a remote work assignment would not receive a deduction in their sick or personal leave balances.
2. If unable to work or remote work is not available, the teacher may utilize Emergency Leave under the Families First Coronavirus Response Act (up to 10 days). A teacher utilizing Emergency Leave would not receive a deduction in their sick or personal leave balances.
3. If additional time off is required and remote work is not available, the teacher may utilize sick or personal time.  The teacher may apply for Worker’s Compensation. Worker’s Compensation has indicated that COVID-19 would be eligible if tied directly to school exposure. Worker’s compensation would pay 2/3 benefit and teacher could choose to use Emergency or Sick Leave to supplement the remaining 1/3. Teachers that contract COVID-19, regardless of source or exposure, and are unable to work (remotely or in-person) may also be eligible for FMLA. FMLA ensures insurance contribution remains in place for up to 12 weeks.

# Work Location

**Minnetonka Teachers Association**

**Memorandum of Understanding on Online Learning, 2021-22**

Work Location

1. Full-time, eLearning/Tonka Online teachers may elect to work from home or another location. Should the teacher wish, the District will make private space, to the extent feasible, available for a full-time teacher within a District facility.
2. Teachers who have a portion of their FTE as eLearning/Tonka Online teachers may deliver their online instruction from their assigned school, home, or another location.
3. Should any eLearning/Tonka Online teacher wish, the District will make private space available, to the extent feasible, within a District facility. Teachers will not ordinarily be required to be on campus during the portion of their workday that is dedicated to teaching online sections.
4. In cases where quality instruction is compromised, the District reserves the right to require instruction from a specific district location.

Remote work: Bargaining unit members shall not be directed or required to report to the district in person while working in a distance learning model unless working in assignments that the Union and District agree must be performed in person. These assignments may include but are not limited to English Language or Special Education instruction, nursing, mental health care and counseling services, nutrition services, child care for essential workers, custodial and maintenance, and any assignments involving preparation of non-digital instructional materials.

# Staff Supports

The parties agree to create a distance learning support team with joint representation from the District and Union. Non-licensed staff shall also be represented on the team. The distance learning support team will establish:

* Professional development opportunities for all educators to support online and distance learning instruction, including training on online platforms, online instructional delivery, and trouble-shooting technology.
* A system of peer coaching that identifies educators willing to support colleagues with specific questions on online and distance learning instruction.
* Supports and resources for both synchronous and asynchronous instruction.

# Equity and Student Considerations

1. The District shall take clear steps to ensure that students and families are not subjected to bullying or harassment based on their race, ethnicity, or perceived national origin.
2. The District shall provide a computer and internet access to any student who needs them for online learning.
3. The District will provide necessary assistive technology to students or their families with disabilities.
4. The District shall provide training and/or technical assistance to parents and guardians who need it to effectively support their children or charges in online learning. Training shall be provided in languages that students, parents, and guardians can understand and shall be modified as necessary for parents with disabilities.

# Equipment

Those teaching in multiple modalities will be provided with:

* A wireless tablet to enable movement around the room to facilitate interaction with in-person and online-students
* A document camera
* A computer with two monitors
* A Promethean board (or other screen for projection)
* A wireless hotspot
* [List other needs here]

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The District will provide teachers assigned to Tonka Online Comprehensive with a laptop computer, second monitor, and a peripheral keyboard as needed/requested; the District will similarly equip Tonka Online Supplementary teachers as needed/requested.

# Employee privacy

Distance learning presents privacy challenges for all District employees.

1. Employees shall not be required to provide personal cellphone numbers or email addresses in communications with parents or students. If employees must communicate with parents or students via telephone and do not want to use their personal cellphones or devices, the District will either provide a cellphone or virtual option that maintains the privacy of employees’ personal contact information.
2. It is understood that District employees will be providing distance learning from their home environment. In some cases, an employee’s family member may inadvertently interrupt the lesson or distract students (for instance, background conversations). Employees shall not be disciplined for actions of employees’ household members that may be witnessed or heard by students.

# Substitute coverage

In the event the District is unable to find a substitute to cover an educator’s absence, other staff can be asked to volunteer to cover for the absence.  Such assignment will be made only upon mutual agreement and the staff member will be compensated at the employee’s regular hourly rate of compensation.

*Note: there is no one best way to address substitute coverage. Existing district practices should be assumed here.*[*Sample language on substitute coverage*](https://educationminnesota.org/members-only/bargaining/sample-language/)*can be found in the Education Minnesota contract language bank.*