



Distance Learning

The term "Distance Learning" or DL as used herein, refers to instruction where the teacher and the student are separated geographically so that face-to-face communication and instruction is absent. Communication is accomplished instead by one or more technological media.

Distance Learning is going to be a factor in public education for the foreseeable future. This past year, Distance Learning was an option that all schools offered as allowed by Executive Order. Currently, more than 60 districts have submitted applications to the Minnesota Department of Education to become DL providers. When approved, these districts may offer distance learning options to all Minnesota students with funding following the student for those that may open-enroll outside of their resident district

There is currently a bill in the legislature that would allow any district to offer distance learning options for the students enrolled in that district without any approval or review from the Minnesota Department of Education. We are watching this bill carefully and attempting to ensure that any new statutory rules protect our members and provide for high-quality instruction

The purpose of this document is to help identify issues your local may need to address in discussions with the district or formal contract negotiations. Specific language will be developed as needed and a sample language bank will be established.

Guidance

- 1. Review current contract language to identify gaps between working conditions for in-person learning and distance learning.**
- 2. Identify conditions currently not addressed in your contract due to distance learning.**
Such conditions may include:
 - A. General definitions**
 - B. Academic freedom protections**
 - C. Working Conditions, including the duty day and preparation time**
 - D. Workload; including compensation, assignment & evaluation**
 - E. Technical support**
 - F. Intellectual property**
 - G. Miscellaneous**

Potential distance learning issues to address

It is impossible to anticipate the needs of every local union because our contracts vary with respect to the existing protections. Additionally, distance learning will look very different from district to district. In all cases, the following checklist identifies issues that our collective bargaining agreements may need to cover. In some cases, existing contract language is enforceable for in-person instruction and distance learning. In others, locals will need to develop proposals to address the specific conditions of a distance learning program proposed by their employer. Field staff and the Education Minnesota negotiations department are on call to assist with developing those proposals.



The following is true for all teachers employed by any Minnesota public school:

- All employees working in a position requiring a license by the Professional Educator Licensing and Standards Board or the school district are members of the teacher bargaining unit.
- All terms and conditions of employment for bargaining unit members are in the Collective Bargaining Agreement negotiated between the employer and the Exclusive Representative.

For each section below, verify that the CBA contains this language that pertains to both in-person instruction or distance learning or that you develop language that addresses these issues separately.

1. Definition of FTE & Duty Day (daily hours, annual days, responsibilities during the duty day)

- **Enshrine that there is no expectation that educators will teach in dual modes of simultaneously.**
- Establish duty day parameters and expectations. Availability, instruction, meetings and other.
- Establish the amount of synchronous time in the online environment
- Clarify how the direct supervisor and worksite assignment will be determined.
- Clarify the expectations to communicate with parents/students.
- Determine the synchronous or asynchronous time expectations for staff and students.
- Duty year including any anticipated summer programming.
- Calendar for districts sharing teachers

2. Overload

- How an overload is defined and compensated in distance learning
 - Is this equitable or different (compensation, workload, etc.) than an in-person overload?

3. Class Size

- Be aware of the statute 124D.095. “Unless the Commissioner grants a waiver, a teacher must not provide online instruction to more than 40 students in any one online course or program.”
- Bargain language on class size caps so that class sizes do not depend on the statute.

4. Prep Time and number of preps

- Lay out how much prep time is guaranteed for online teachers
 - If the prep language is different, how is it equitable?
 - Is there additional prep time for online learning and development of online classes?

5. Salary and benefits

- Ensure that salary is based on the teacher salary schedule. Overloads, summer school or extended year may be exceptions but need to be bargained.
- Other benefits should be the same
- Determine any differences for sick leave tracking and usage.
 - Are all types of contractual and statutory leave applied equally?
- Consider and establish different parameters that may be needed to fulfill the requirements of Q-Comp and TD&E plans.

6. Seniority

- Establish whether or not the district and therefore the contract treat online as a separate category.
- Establish how will ULA issues be handled. Will there be differences when it comes to bumping, realignment, categorical seniority, recall rights or other provisions?

7. Transfer, assignment, posting (for licensed teachers)



- Determine how teachers are assigned to if and how and how they are able to transfer from online to in-person and vice versa.
 - Can teachers be assigned by the district without consent to online courses?
 - Are positions posted according to the contract?
 - Is there a posting requirement if it is less than a full position?
 - Are all teachers eligible to apply?

8. Student transfer between models of learning

- Establish when and why can students switch for one learning mode to another
 - Illness?
 - Vacation?
 - Student discipline?
 - Teacher popularity?

9. Mileage

- Are teachers whose worksite is not in a district building paid mileage to attend any district required meetings or events?

10. Other required parts of the contract or issues (in-service, conferences, access to PD funds)

- Determine if distance learning teachers must attend in-service days/staff development days.
 - If so, is the requirement to attend virtually or physically?
- Lay out what training specific to online instruction is provided or required.
- Determine the the policies, systems and supports in place when a substitute is needed.
- Establish provisions or processes for supervision of students participating in online learning while in a school building.

11. Teacher Development and Evaluation

- *Establish any necessary changes in the application of the district teacher development and evaluation plan for those in distance learning assignments.*
 - How will the evaluation process look, similar or different, for an online teacher?
 - How will summative evaluations by a qualified and trained evaluator take place?
 - How will measures of student growth be determined or a value-added score be generated?

12. Equipment needs

- Establish what hardware, software, and internet access will be provided or reimbursed by the district.
 - Who pays for internet access if working from home?
 - Is there flexibility for the teacher to work from a district site or home?
 - How is the acceptable use policy implemented and monitored?

13. Curriculum (writing, development, modifications, etc.)

- Establish dedicated curriculum creation time and compensation that will be available based on the online programming envisioned.
- Determine the online platforms distance learning teachers will need to use for instructional delivery
- Establish copyright and intellectual property guidelines for curriculum.

14. Licensure Concerns

- Ensure online teachers are licensed in the subject area taught.



15. Online instructional safety

- Establish the ways in which the district will protect student data and teacher intellectual property.
 - Have district policies been updated to address online learning and behavior?
- Establish training that the district will provide with respect to addressing student, caregiver, and other non-enrolled student behavior in online settings.
- Ensure that no educator is required to use a personal email or phone in any aspect of the delivery of the distance learning program.

Broad bargaining advice

Make your language broad enough that it will not be out of date as technology changes.

Recognize that advances in technology, as they relate to this collective bargaining agreement, may allow for the development of technologically innovative methods of instruction.

Consider having a labor-management committee that will monitor the implementation of distance learning programming in the district for a certain length of time to ensure that issues, concerns, and needs of students and staff are addressed.