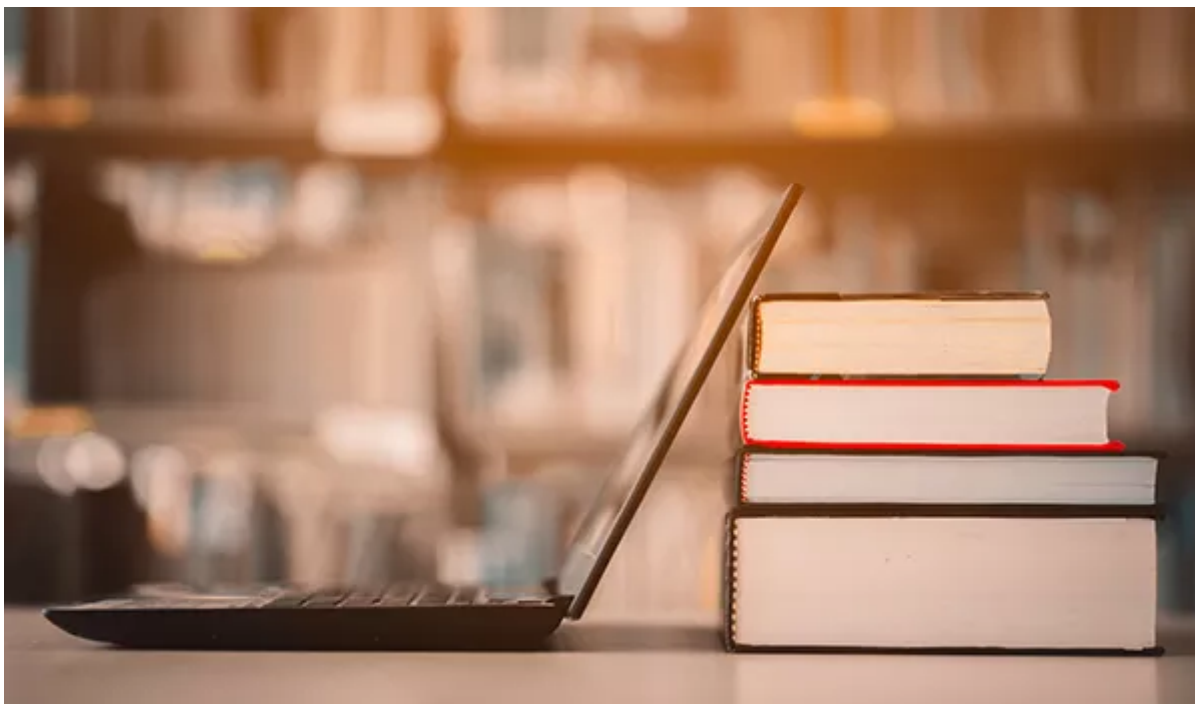


7 Big Issues for Unions and Districts in Remote Teaching Agreements



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Education Week examined a dozen school districts' memoranda of agreement or memoranda of understanding with their teachers' associations. Seven distinct themes emerged.

1.) Work hours and teacher time. Time in teachers' contracts is invariably in terms of hours, minutes, periods, and "preps." Most of the MOUs alter this to specify a minimum of hours of interaction with students. They also generally expect teachers to set additional "office hours" in which to work with students one-on-one or respond to parents.

The Miami-Dade and Orange County districts in Florida specify a minimum of three hours for student interaction each day; Charlotte County, Fla., Los Angeles, and San Diego, Calif., a minimum of four hours each day. Boston specifies each teacher may be called to deliver up to 15 hours of live teaching and five hours of asynchronous teaching a week, but this time can also include staff meetings and PD. The East Helena district in Montana merely asks teachers to keep a log of their regular duty hours, with all of those expected to fill planning, instruction, and meetings.

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Some also modify the work schedule to help teachers prepare lessons. Santa Rosa., Calif., expects teachers to teach Tuesday through Friday, but reserves Mondays for teacher collaboration, training, planning, and professional development.

2.) Meetings. Many of the MOUs address which required meetings are preserved in an online format and which are temporarily suspended, or replaced with informal emailed communication. In Massachusetts, the Mendon-Upton Regional school district's MOU specifies one virtual 30-minute staff meeting for teachers each week and an hour of planning with departmental teams. Los Angeles restricts all meetings, including staff meetings and PD, to just one hour a week, while Orange County, Fla., similarly restricts them to 50 minutes.

3.) Distance learning. Because teachers typically determine how a curriculum is taught—devising their lesson plans and sequencing of learning—districts that expect teachers to deliver instruction in a specific type or format of distance learning may need to bargain those details with teachers.

The Mendon-Upton Regional school district, for example, specifies that teachers must be available for at least one hour or some face-to-face learning on a platform like Zoom or Google Meet in addition to being available for one hour of office hours.

Los Angeles specifies that the use of live video, such as Zoom meetings, is “encouraged but shall not be mandatory,” as does San Diego. Boston also prohibits principals from requiring teachers to use video communications with students.

4.) Contacting students. Maintaining contact with students raises both privacy and cost concerns for families and teachers. Should teachers use their personal cellphones or the official district email or phone system for contacting students? Will they be compensated for using their own devices?

In Brevard and Orange counties in Florida, district and union leaders have agreed that teachers won't be required to use their personal cell phones. The Columbus, Ohio MOU specifies that all communications with students must take place on a school board-owned communications system and that teachers can be compensated up to \$50 a month for internet usage. The Mendon-Upton MOU requires that the district protect teachers' personal phone numbers from disclosure.

5.) Attendance. Attendance is a legal record in many states or linked to other policies, like funding formulas, and some unions want to be sure that teachers aren't penalized if they are unable to locate some students.

Some districts, such as Miami-Dade, have taken the load off teachers by having students log in each morning to its own student portal and using that to determine attendance. Others, such as Orange County, Fla., and Boston will rely on student completion of assignments or other engagement measures to determine attendance. Orange County further specifies that if teachers are unable to reach their students, it will be the district's responsibility to update contact information rosters.

6.) Evaluations and grading. Most existing contracts detail very specific timelines and procedures for observing and evaluating teachers that needed to be adjusted.

In Los Angeles, only teachers evaluated before March 13 will receive ratings; the others will begin the evaluation process again the following year. Brevard County, Fla.'s MOU specifies that teachers will not be evaluated on their remote teaching. In Boston, teachers will still receive nonevaluative feedback and can be disciplined if they “fail to perform the essential functions of their role.” Santa Rosa, Calif., says teachers cannot be evaluated or disciplined based on the “method of delivery” or “quality” of lessons during the pandemic. Seattle's MOU abbreviates the process for most teachers and will allow some to be paused.

Grading has also been a widespread topic of concern. Miami-Dade's MOU specifies that teachers should assign one grade each week for each student in each subject, but that students should be able to make up missed assignments and that teachers should “demonstrate compassion” as they assign grades. Teachers in Orange County, Fla., will not assign a grade if they have not received student work. Boston's MOU outlines that district and union will discuss grading guidelines later this year.

7.) Professional development. Many of the MOUs outline supports for teachers as they transition to online learning. Miami-Dade's MOU set aside two days for professional development. Columbus' MOU guarantees teachers PD before being directed to use a specific platform. San Diego limits all PD to distance-learning topics for the duration of the MOU.