Compensation Models for Teaching Distance Ed Courses

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Overview and Outline

Distance Education Agreement

For the

The Massachusetts Community College Council/MTA/NEA
Day and DCE Units
And the
Massachusetts Community Colleges
Purpose of this Brochure

The purpose of this brochure is to provide an overview of the Distance Education Agreement between the Massachusetts Community College Council and the Massachusetts Community Colleges. This is meant to be a reference and outline of the significant provisions of the agreement and not a substitute of the actual language. Interested parties are urged to also obtain a copy of the agreement.

Definition

Distance Education is defined as instruction, education, training conducted at sites separated by space or time which may utilize technology to facilitate learning. Therefore this agreement is applicable to all programming, whether low or high technology, that reflects this definition. Mixed modality courses should also be covered provided that the space and time criteria are met. However, for instance, Internet assignments in an otherwise conventional class would not necessarily be considered a distance education course.

Intention

It is agreed that the purpose of distance education is to enrich and to increase the availability of the curriculum offerings of the community colleges. The use of distance education is not intended to reduce or eliminate course offerings or to reduce unit positions at the college.

Voluntary

The decision to participate in any form of distance education is voluntary. Not participating in Distance Education can not be sanctioned in evaluation.

Compensation and Workload

Day division Course Assignment

Distance education course assignments shall be compensated as a part of the regular workload and salary of a day division faculty or professional staff member.

DCE Course Assignment

Distance education course assignments shall be compensated in accordance with the per credit rate in the DCE collective bargaining agreement.

There may be special workload implications of teaching distance courses. These may be addressed within the workload provisions of the existing contract(s).
Course Adaptation

In recognition of the potential for labor-intensive effort which may be required to adapt a course to a distance education mode, including any training required to do so, those duties with regard to distance education courses shall either be incorporated into the regular workload of a day division faculty or professional staff member by either course reduction, or reduction in non-instructional duties, or the payment of a stipend or both. The form of compensation shall be at the option of the College.

Should the College offer a stipend for course adaptation and included training, without any workload reduction, the stipend shall be no less than $500 per credit for the course being adapted. Should the stipend be offered in conjunction with workload reduction, the stipend will be no less than $250 per credit. The DCE stipend must be $500 or more per credit because there is no means of providing a non-instruction workload reduction in the DCE contractual environment.

College Use of Developed Materials

Payment of the course adaptation shall entitle the college to the continued use of the course if the unit member chooses not to teach it beyond two initial times. If, after teaching the course two times, the unit member decides not to continue to do so, the college may offer the course through other faculty and pay the originating unit member $500 for three years’ use. The college may renew the stipend payments for additional three-year periods.

Commercial Value

For courses that are used or sold commercially, the net proceeds shall be divided evenly between the college and the developer(s), unless another arrangement has been negotiated.

Class size

The first two offerings of a distance education course in a particular mode are limited to 25 students. Thereafter, the provisions of the collective bargaining agreement govern class size. The aggregate number of students enrolled determines the class size and, therefore, the number of sections. For example, in the first two offerings of the course, the faculty with 35 students enrolled should be considered to be teaching two sections of that course.

Evaluation

No evaluation in either Day or DCE sections occurs during those first two offerings. The parties are currently discussing the evaluation process for distance education faculty.
Availability to Students

The distance education faculty must file a Student Access Plan detailing their availability to students that may include office hours, e-mail and telephone number.

Distance Education Committees

Statewide Implementation Committee: A statewide implementation committee, made up of MCCC and BHE representatives, shall have the authority to modify terms of the agreement. Its purpose is to develop a means of evaluating distance education faculty and to address the Higher Education Distance Learning Honors Course Project and any other distance education programs now in progress.

Distance Education Committee: A Distance Education Committee composed of MCCC chapter and administrative representatives shall be established on each campus. The Committee shall meet to discuss in advance distance education initiatives and opportunities. It will provide for effective MCCC input into distance education programming, including the process for selection of faculty for training opportunities.

Relationship to Collective Bargaining Agreements

All provisions of the MCCC /BHE Day unit and DCE unit contracts remain in force except as modified by the Distance Education Agreement.

Duration

This agreement recognizes that technology is advancing rapidly, and the community colleges’ experience with various forms of distance education is limited. The parties agree to reopen negotiations on the terms of this agreement upon the request of either party after June 2000.

Further Information

The full text of the agreement is posted on the MCCC Web Page http://mccc-union.org/CONTRACTS/ or contact the MCCC local chapter. Questions on the agreement or a request for a copy of the agreement can be directed to:

Joseph Rizzo, MCCC Chairperson – Distance Education Implementation Agreement Committee, 603-898-6309 / fax 603-893-5874 / email m3c-dce@msn.com
This agreement provides a contractual framework for the participation of MCCC educators in distance education. The success of the agreement is in the faculty, professional staff and the college managers arriving at a fair and equitable arrangement.

See Checklist Attachment
DCE Distance Education Compensation Checklist

- Course compensation: DCE Salary Schedule (lab ratio) Number of Students (25 1st 2x)
  Step __ x Credits = $________
  # sections /25,30 or 40 $________
  Number of Students (25 1st 2x)

- Adaptation Fee - either:
  Reduction in Assignment
  $500 x credits $________
  N/A
  $250 per credit/reduction
  N/A

- Course Offering/user fee:
  Offered the course
  Newly entered? $________
  Decline - $500 - 3 yr release

- Commercial Use Monies:
  Commercial Contract Minimum 50/50 split
  Per Agreement $________

Day Unit Distance Education Compensation Checklist

- Course compensation:
  Course assigned as part of load
  Number of Students - impact
  (Art 12.03b2 & 12A.01b7, 12A.01E)
  x 300 student credits
  # ____ x420 st. cred. Reduction Impact
  (25/35 per class avg)
  Arrangement: $________

- Adaptation Fee - either:
  Reduction in Assignment
  $500 per credit
  $250 per credit/reduction
  Newly entered? $________

- Course offering/user fee:
  Offered the course
  Decline - $500 - 3 yr release
  Per Agreement $________

- Commercial Use Monies:
  Commercial Contract Minimum 50/50 split
  $________
Memorandum of Agreement between the Board of Higher Education and
the Massachusetts Community College Council on Distance Education

This Agreement is entered into by and between the Board of Higher Education (hereinafter the Employer) and the Massachusetts Teachers Association/Massachusetts Community College Council (hereinafter the Association). It is the intention of the parties to address in this Agreement the ways in which distance education training and delivery impact the day and DCE MTA/MCCC bargaining units, and the way in which the collective bargaining agreements for each unit shall be interpreted as applied to distance education courses. All provisions of the respective collective bargaining agreements shall continue to be applicable consistent with their terms except as modified herein.

I. Statement of Intent

In recognition of the mutual interests of both parties in supporting the exploration of high quality, pedagogically sound distance education opportunities, the parties are committed to attracting interested faculty to pursue initiatives in distance education, training and professional development in this area, and to the utilization of appropriate technologies in delivering quality distance education.

The parties recognize that current technology allows methods of instruction different from traditional instruction-in-the-classroom and specifically allows delivery of instruction to learners who are not bound within the walls of a campus classroom. For the purposes of this Agreement, distance education is defined as instruction, education, and training conducted at sites separated by space or time, which may utilize technology to facilitate learning.

The purpose of distance education is to enrich and to increase the availability of the curriculum offerings of the Community Colleges. The parties recognize that the use of distance education is not intended to reduce or eliminate course offerings of the Colleges or to reduce or eliminate bargaining unit positions at the Colleges. The parties recognize that nothing in this agreement is in any way intended to alter or amend rights granted under M.G.L. c. 150E with regard to unit positions and unit work.

II. Participation by Faculty Members

Participation by faculty in distance education will be voluntary. The decision by a faculty member not to be involved with distance education will not be negatively evaluated.

III. Evaluation of Faculty Members

No evaluation for purposes of Article 11 (DCE) or Article 13 (Day) shall be performed on a distance education instructor for the first or second offering of a course in a new modality. The parties agree to continue negotiations on revision of the existing evaluative instruments in order to make them responsive to the new modes of instruction.

IV. Student Access to Faculty

All instructors of distance education courses are required to have an interaction plan with students on file with their Division Dean prior to the start of the semester. Instructors of distance education courses are required to provide students with contact information (office hours, if any, telephone number, mailing and/or E-mail address).

V. Class Size/Workload

Class size for the first two (2) course offerings in a particular mode shall be kept to a maximum of twenty five (25), unless the instructor agrees to a larger class size. Once two (2) offerings in a particular mode have been accomplished by the instructor, the class size and its effect on the instructor’s workload shall be governed by the provisions of the appropriate collective bargaining agreement. For purposes of this Agreement, class size is considered to be the aggregate number of students enrolled in a course.

VI. Compensation

Day Division Course Assignment - distance education course assignments shall be compensated as a part of the regular workload and salary of a day division faculty or professional staff member.
DCE Course Assignment - distance education course assignments shall be compensated in accordance with the per credit rate in the DCE collective bargaining agreement.

Course Adaptation - Preparation of course materials has always been, and will continue to be, part of the contractual and professional responsibility of a faculty member assigned to teach. In recognition, however, of the potential for a labor-intensive effort which may be required to adapt a course to a distance education mode, including any training required to do so, those duties with regard to distance education courses shall either be incorporated into the regular workload of a day division faculty or professional staff member by either course reduction or reduction in non-instructional duties, or the payment of a stipend, or both. The form of compensation shall be at the option of the College.

Should the College offer a stipend for course adaptation and included training, without any workload reduction, the stipend will be no less than $500 per credit for the course being adapted to the new instructional mode; should the stipend be offered in combination with workload reduction, the stipend will be no less than $250 per credit.

VII. Distance Education Committee
There shall be established at each College a committee comprised of no more than three (3) representatives of management, and three (3) members of the MCCC Units (Day and DCE) at that College. This committee shall meet as necessary to discuss in advance distance education initiatives/opportunities to be offered by the College subsequent to this Agreement. This committee shall have no authority to modify or to add to the terms of this Agreement, but rather, shall serve as a vehicle to share information about campus distance education opportunities, system-wide distance education initiatives, and to provide the MCCC with an opportunity for effective input into those local opportunities and initiatives, including the process for selection of unit members for training opportunities. In no event shall the process for and/or the selection of unit members for training opportunities be arbitrary, capricious or unreasonable.

The committee shall be provided at the end of each semester a list of all unit and non-unit employees who have participated in distance education training or course delivery at the College together with the amount of compensation of any form received for each course.

VIII. Intellectual Property Rights
Ownership - Faculty, professional staff members, and the Colleges shall retain the same proprietary interests and rights over course materials for distance education courses as they have under the applicable state and federal law.

College Use - Payment for course adaptation (whether in the form of workload reduction, stipend, or a combination thereof) shall entitle the College to the continued use of the course and all course materials as developed/adapted in the event the unit member is offered the opportunity to, and does not agree to, teach the course as adapted for a minimum of two (2) times. If the unit member decides after teaching the course two (2) times that he/she does not wish to continue to do so, and the College chooses to continue to offer that distance education course through other faculty, the College shall pay to the originating unit member a stipend in the amount of $500. The payment of this stipend shall entitle the College to the use of the course and all of the course materials for a period of three years. At the option of the College, the stipend may be renewed for subsequent three (3) year periods.

Commercial Use - If the course or course materials developed by a faculty member for a distance education course for which the faculty or professional staff member has received compensation for adaptation achieves commercial value, the net proceeds (minus the costs of marketing, commercialization, legal fees or other costs associated therewith) shall be divided between the College and the developer(s) of that property, with the College retaining 50% and the developer(s) retaining 50% unless the College and the developer(s) have negotiated otherwise.

IX. Savings Clause
If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or state law, statute or the rules and regulations promulgated thereunder, or shall impede or prohibit the accreditation of the College by appropriate agencies, such provisions shall be considered null and void, and shall be subject to renegotiation by the parties.
X. State-wide Implementation Committee

A state-wide implementation committee shall be established by the parties for the purposes of discussion pursuant to Article III of this Agreement (Evaluation of Faculty) and to address specifically the Higher Education Collaborative Distance Learning Honors Course Project and any other distance education programs now in progress. This committee shall have the authority to modify or add to the terms of this Agreement as necessary for the continued implementation of those distance education programs. The committee shall be composed of three (3) members appointed by the Association and three (3) members appointed by the Employer. The committee shall meet no later than October 1, 1998, and shall meet at least once per semester thereafter upon reasonable notice of either party.

XI. Duration

This Agreement shall be effective beginning with the fall semester, 1998. It shall continue in force and effect until modified by the terms of either the day or DCE collective bargaining agreements. The parties to this Agreement recognize that technology is advancing rapidly, and that the system’s current experience with various forms of distance education is limited. Therefore, the parties agree to reopen negotiations on the terms of this Agreement upon the request of either party after June 30, 2000.

September 28, 1998

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Northern Essex Community College

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Middlesex Community College

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Higher Education Consultant
Massachusetts Teachers Association
Team Spokesperson

Philip Mahler
Vice President
Massachusetts Community College Council
Team Chairperson

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Grievance Coordinator, DCE
Massachusetts Community College Council

Assisted by

Dennis Fitzgerald
Grievance Coordinator, Day
Massachusetts Community College Council

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Timothy Trask
Massasoit Community College

Vincent Yacovone
Springfield Technical Community College

September 15, 1998

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Labor Counsel
Office of the Community College Counsel

Assisted by

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David Sarrette
Dean, Continuing Education
Springfield Technical Community College

Charmian Sperling
Provost and Dean of Faculty
Middlesex Community College

Ed Terceiro, Jr.
Executive Vice President
Mt. Wachusett Community College
### Online & Hybrids (Blended) Course Development Requirements/Compensation Structure

<table>
<thead>
<tr>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10-30%)</td>
<td>(31-69%)</td>
<td>(70-100%)</td>
</tr>
</tbody>
</table>

**Description:**
- An external source provides most of the course content
- Course modifications or enhancements are expected
- Student access codes are likely required and related costs have been evaluated
- Copyrighted content not suitable for resale
- Intellectual property is minimal
- Solely using unmodified externally sourced materials will not meet this agreement
- Check the external site's data retention and privacy policies

**General Standards**

#### 1. COURSE STRUCTURE & NAVIGATION

**A. Consistent Organization**
- Utilizes CIT course template or creates a consistent navigation
- Organize course into modules that correlate with the course syllabus
- Provide instructions to find various course components and a clear place to get started

**B. Course Overview/Orientation Module**
- Use video, live meeting, or other technology to orient to the purpose and structure of the course
- Provide self-check/practice activities with appropriate feedback
- Create a faculty bio page
- Create a welcome letter

---

**Description:**
- An external source provides some of the content
- Course modifications or original design are expected
- Student access codes may be required and costs have been evaluated
- Copyrighted content is not eligible for resale
- Ownership of intellectual property applies only to content created by instructor

**General Standards**

#### 1. COURSE STRUCTURE & NAVIGATION

**A. Consistent Organization**
- Utilizes CIT course template or creates a consistent navigation
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---

**Description:**
- Most of the course design is original and developed by the instructor
- Intellectual property owned by instructor
- Course can be sold
- In the event the course is sold, resources, notes, assignment answers and explanations are included within the LMS to assist future instructors in teaching and facilitating the course

**General Standards**

#### 1. COURSE STRUCTURE & NAVIGATION

**A. Consistent Organization**
- Utilizes CIT course template or creates a consistent navigation
- Organize course into modules that correlate with the course syllabus
- Provide instructions to find various course components and a clear place to get started

**B. Course Overview/Orientation Module**
- Use video, live meeting, or other technology to orient to the purpose and structure of the course
- Provide self-check/practice activities with appropriate feedback
- Create a faculty bio page
- Create a welcome letter
C. Instructions & Guidance
- Provide instructions for module activities
- Provide access code (registration) instructions and costs if applicable

D. Course Expectations and Policies
- Post expectations for students (e.g. academic integrity, use of copyrighted materials, plagiarism, netiquette and communications, code of conduct)
- Post expectations for instructors (e.g. academic integrity, communications, privacy)
- Link institutional policies (e.g. code of conduct)

E. Communication Venues and Expectations
- Provide multiple venues for communication
- Post protocols for communication where the instructor’s availability is frequent, regular, and clear to students
- Post DE Interaction Plan in course and submit copy to supervisor(s)

2. COURSE DESIGN

A. Course Syllabus
- Post modularized syllabus
- Provide late work and participation policy
- Explain hybrid (blended) components and requirements clearly

B. Measurable Learning Objectives
- State explicit course level objectives in syllabus and if possible, in LMS
- State explicit module/unit level

C. Instructions & Guidance
- Provide instructions for all module activities
- Provide access code instructions and costs if applicable

D. Course Expectations and Policies
- Post expectations for students (e.g. academic integrity, use of copyrighted materials, plagiarism, netiquette and communications, code of conduct)
- Post expectations for instructors (e.g. academic integrity, communications, privacy)
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**C. Course Schedule**

<table>
<thead>
<tr>
<th><strong>List dates for modules, readings, activities, assessments</strong></th>
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**D. Course Materials in each Module/Unit**

<table>
<thead>
<tr>
<th><strong>Provide access to content:</strong></th>
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<td>• lecture notes or presentations</td>
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**E. Learner Engagement**

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**F. Assessments**

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<th><strong>Provide ongoing, varied and frequent formative and summative assessments and modify as needed</strong></th>
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**G. Tools And Media Selection**

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<tr>
<th><strong>Link to external sites from NECC LMS</strong></th>
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(e.g. videos, graphics, documents and multimedia presentations)

H. Copyright compliance
- Adhere and comply with all federal copyright laws and Fair Use guidelines
- State/cite copyright and licensing status of all content where appropriate

I. Accessibility Compliance
- Check that all course materials are accessible and meet state and federal ADA-accessibility requirements and comply with NECC's accessibility policy and guidelines

3. STUDENT SUPPORT & SERVICES

A. Technical Support Resources
- Provide service desk information
- Provide help information on selected LMS tools
- List course-specific software with links in the areas where users will use it
- List additional hardware specifications beyond normal requirements
- Provide technical support information from the publisher or external site(s)

B. Academic Support Resources
- Link to the following services or information
  - student email information
  - library services
  - tutoring services
  - academic advising
  - academic computing
  - learning accommodations
  - counseling

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March 14, 2013

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First time instructors
- Attend iTeach and coaching sessions to obtain NECC online teaching certification.
- Must meet technical competencies prior to training.
- Developing subsequent courses will engage in appropriate training as mutually agreed with CIT and supervisor.
- Backups or archives from external sites need to be available for up to one year.

<table>
<thead>
<tr>
<th>STIPEND</th>
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</thead>
<tbody>
<tr>
<td>$500 per credit</td>
<td>$700 per credit</td>
<td>$900 per credit</td>
</tr>
<tr>
<td>After teaching course and no later than three years after first offering, attend a refresher course and complete a diagnostic online learning quality review.</td>
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<td>After teaching course and no later than three years after first offering, attend a refresher course and complete a diagnostic online learning quality review.</td>
</tr>
<tr>
<td>$140 per credit</td>
<td>$180 per credit</td>
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</tbody>
</table>