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Challenges for Adjuncts who Negotiate Contracts: The MCCC/BHE Distance Education Agreement on Campus

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Viable Long-Term Distance Education Agreement?

- Sets parameters
- Establishes a floor
- Allows for individual and institutional flexibility
- Allows for needed changes
- Provides professional development
  - Acquire technical multimedia skills that will also be applicable to traditional courses
Agreement Between
The Massachusetts Community
College Council/MTA/NEA
Day and DCE Units
And the
Massachusetts Board of Higher
Education
For the
Massachusetts Community Colleges

Distance Education Agreement

http://www.mccc-union.org/CONTRACTS/view_contracts.html
Approach to Bargaining

- Concerns congruent with traditional higher education values and practices
  - Academic freedom
  - Departmental and governance concerns
Distance Education Defined

- Instruction
- Education
- Training

Conducted at sites separated by space or time which may utilize technology to facilitate learning

Mixed Modality

Online

Video Conference
Intention

• Distance education to enrich and increase available offerings

• No intent to reduce or eliminate course offerings
Faculty Participation Voluntary

Student Access

- Instructor required to have student interactive plan on file

- Course materials ready at time of registration
Class Size

• First two course offerings - 25 limited

• Thereafter same as applicable contract
  – *Some local agreements lower these limits*

• # of sections = aggregate enrolled in course / n
Intellectual Property

- Retain same proprietary rights over course materials as have under law
- College-use fee
- Commercial venture
  - 50/50

Can one sell something that they do not wholly own?
Compensation

Teaching Distance Education Courses
  Contractual Assignment
  May include time from non-instructional workload

Course Adaptation Fee
  Structure Defined
  Minimums Established
  NEGOTIATE!

College Use
  1st Refusal Established
  Use Fee

Commercial Use
  Net proceeds from venture
  split 50/50
  NEGOTIATE!
Course Adaptation Fee: 3 forms of reimbursement

- Reduction - Course or Non-Instruction
- $500 per Credit Payment (Minimum)
- Combination of Reduction & Money ($250 per Credit Minimum)
College Use and Faculty Rights

- Faculty right of refusal
- If refused, college can buy right to use course & materials - $500/3 years
- Renewal right - once
Commerical Use

Net proceeds from venture split 50/50 unless negotiated otherwise

• Developing faculty/professional staff guaranteed 50% of net proceeds if decide to commercialize course

• Recent examples of colleges buying courses from faculty and then licensing the material to for-profit enterprise

I agree ....

... You agree

Signature
Distance Education Committee
Systemwide

• Authority to modify or add to the terms of this agreement as necessary
  – Initially bargained the faculty evaluation
  – Statewide distance education programs now in progress or planned
    • Princeton review and spin-off
    • MOOC’s
• Discuss distance education initiatives/opportunities

• Provides the Association the opportunity for input including the process for selection of unit members for training opportunities
  – Often enhances compensation and other rights and benefits for faculty
Local Distance Education Policies

College Implementation of Statewide Agreement
Canned publisher material and assessment services

What is fair faculty compensation $$?

Modified publisher material and assessments with original work and design

Original design, material and assessments

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Course Adaptation Compensation

- Allows compensation to reflect the greater technical sophistication and labor intensity of project.

- Allows for additional compensation for additional training/refresher course.

- Allows for continued compensation as a developed distance education course is further upgraded and enhanced.
Stipends By Level

• **Level 1** - $500 per credit
  – Converting traditional course to Web-based delivery

• **Level 2** - $700 per credit

• **Level 3** - $900 per credit

Stipend increase indexed to adaptation and design workload as well as reflecting technical and pedagogical sophistication
Workload Adjustments

• Full time faculty:
  – A one-course release in lieu of a stipend

• Extraordinary prep or delivery time:
  – May be attributed to non-instructional workload
  – Part time faculty may be compensated at an amount equivalent or greater than the minimum MCCC part time staff rate
  – Paid voluntary early orientation
  – Off-campus travel reimbursed
Campus Variations

• Local policies congruent with systemwide agreement
  – Training
  – Day/DCE or both
  – Adaptation stipend levels
  – Re-adaptation
In order to ensure quality, the college plans to establish a model syllabus and course template for online courses. Instructors will be expected to use this as designed.
The college asks an instructor to develop a particular course to be offered online. Relative to adaptation, the instructor could have taken a course reduction in the semester preceding the one in which the new online course would be offered. He opts instead to be paid the adaptation fee. The course is developed and offered but is cancelled due to under-enrollment. The instructor inquires about the payment of his adaptation fee.

The college responds by saying that the adaptation fee will not be paid since the course did not run.
A number of full-time faculty teach three or more online courses as part of their full-time load. The college announces a new policy whereby no more than one online office-hours will be approved regardless of the number of online courses an instructor is teaching as part of their full-time load.
A college establishes a policy that limits full-time faculty to no more than two online courses per semester.

These same instructors are free to teach the same course as an overload in the same semester without limit.
An instructor is paid $1500 to adapt a course so that it may be offered online. Five years later, the instructor requests to adapt the course further so that it may be pedagogically and technically improved. The college agrees and she is paid $600 for the second adaptation.
An instructor develops and teaches a successful online course. Another instructor in the same department asks to develop their own online version of the same course. The original instructor objects stating that this second version is redundant. One of the offerings may now be cancelled due to under-enrollment.
An instructor developed and is teaching a popular online course. The college offers her the $500 cited in the contract which allows other instructors to teach the course as developed and designed by the original instructor. The original instructor agrees to this arrangement.
A DCE instructor proposes to create and teach an online course. The college will approve the proposal but takes the position that no adaptation fee is warranted since the course will essentially be based on an ‘e-pack’.
The college asks the Director of Distance Education to provide guest accounts for Deans so that they may monitor online course offerings.