

MEMORANDUM OF AGREEMENT

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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