



**MCCC Distance Education
Committee**

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Overview and Outline

Distance Education Agreement

For

The Massachusetts Community College Council/MTA/NEA Day and DCE Units And the Massachusetts Community Colleges

Prepared by Joseph Rizzo and Michelle Gallagher

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

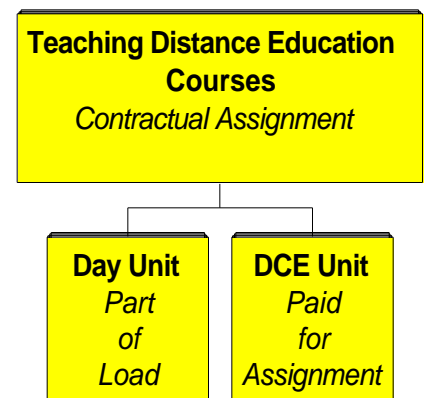
Day division Course Assignment

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.

Course Adaptation Fee
Structure Defined
Minimums Established
NEGOTIATE!

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.

Right of refusal of the distance education assignment -3 times

3rd time college can buy right to use course & materials - \$500 for 3 years

One time renewal right by the college of the use fee

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.

Commerical Use

Net proceeds from venture split 50/50

unless negotiated otherwise

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 Grievance-DCE@mccc-union.org.

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 \$_____
- **Adaptation Fee - either:** Reduction in Assignment \$500 x credits \$_____
\$500 per credit 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 Per Agreement \$_____
50/50 split

Day Unit Distance Education Compensation Checklist

- **Course compensation:** Course assigned as part of load x 300 student credits
Number of Students - impact # ____ x420 st. cred. Reduction Impact
(Art 12.03b2 & 12A.01b7, (25/35 per class avg)
12A.01E)
- **Adaptation Fee - either:** Reduction in Assignment Arrangement: \$_____
\$500 per credit
\$250 per credit/reduction
- **Course offering/user fee:** Offered the course Newly entered? \$_____
Decline - \$500 - 3 yr release
- **Commercial Use Monies:** Commercial Contract Per Agreement \$_____
Minimum 50/50 split