

## **Memorandum of Agreement Distance Education Agreement**

### **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 MTAIMCCC 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**

**James Bradley**

*Northern Essex Community College*

**Richard Doud**

*Middlesex Community College*

**Michelle Gallagher**

*Higher Education Consultant*

*Massachusetts Teachers Association*

*Team Spokesperson*

**Philip Mahler**

*Vice President*

*Massachusetts Community College Council*

*Team Chairperson*

**Joseph Rizzo**

*Grievance Coordinator, DCE*

*Massachusetts Community College Council*

*Assisted by*

**Dennis Fitzgerald**

*Grievance Coordinator, Day*

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**Louise DeSantis Deutsch**

*Cape Cod Community College*

**Timothy Trask**

*Massasoit Community College*

**Vincent Yacovone**

*Springfield Technical Community College*

**September 15, 1998**

**Andrew M. Scibelli**

*President*

*Springfield Technical Community College*

*Chairperson, Council of Community College*

*Presidents Bargaining Committee*

**Cynthia S. Denehy, Esq.**

*Labor Counsel*

*Office of the Community College Counsel*

*Assisted by*

**Joseph Masterson**

*Vice President of Education and Technology*

*North Shore Community College*

**David Sarrette**

*Dean, Continuing Education*

*Springfield Technical Community College*

**Chairman Sperling**

*Provost and Dean of Faculty*

*Middlesex Community College*

**Ed Terceiro, Jr.**

*Executive Vice President*

*Mt. Wachusett Community College*

**MEMORANDUM OF AGREEMENT**  
**Distance Education Evaluation - Process and Forms**

This Agreement is entered into between the Board of Higher Education and the Massachusetts Community College Council/MTA/NEA, Day and Division of Continuing Education units, in accordance with paragraph III of the Memorandum of Agreement between the parties dated September 28, 1998, and shall be considered an addendum to that Agreement, applicable to all distance education courses as defined under that Agreement. The parties agree that the collective bargaining agreements applicable to the Day Division and the Division of Continuing Education shall continue to apply to faculty in those respective units, and that, except as herein modified, all existing rights and benefits in those agreements shall remain in full force and effect and applicable to faculty in the Day Division and the Division of Continuing Education.

**The parties agree as follows:**

1. The Checklist for Course Materials attached hereto (Form DE-1) shall be used for all distance education courses. The information contained on that form shall be available to students on line for any course which is offered on line, and will be available to the College prior to publication of the course offering. In accordance with that Checklist and paragraph IV of the September 28, 1998, Memorandum of Agreement, faculty shall submit a Distance Education Course Interaction Plan, attached hereto (form DE-2).
2. Distance Education Evaluation of Instructor forms (Form DE -3 attached hereto) shall be distributed to students upon completion of approximately 80% of the course to be evaluated, or at the time of the issuance of the final grade roster, whichever is later. The College shall accept no evaluation instrument once grades have been distributed to students.
3. The Colleges shall tabulate the results of the evaluation instrument questions in accordance with their current practices except that the scores for questions 20, 21, 22, and 23 shall be separately tabulated and shall not be included in the overall faculty evaluation score.
4. Instructional observation for asynchronous courses shall utilize the attached form (Form DE-4), and the process for that observation shall be determined by the College after consultation with the instructor in a preconference. In the event that a distance education course is synchronous, the classroom observation shall be conducted in accordance with the day unit agreement. Frequency of observation of faculty shall be governed by the applicable collective bargaining agreement.

For the Employer:

Cynthia S. Denehy 3-9-01  
Community College Counsel

James R. Brown 3-9-01  
Community College Counsel

For the Union

Joseph Rizzo, Chair 3-9-01  
Mass. Community College Council

Michelle A. Gallagher, Spokesperson 3-9-01  
MTA Consultant

**Form DE-1**

**DISTANCE EDUCATION COURSE/INSTRUCTIONAL MATERIALS  
CHECKLIST FOR COURSE MATERIALS**

Faculty Member: \_\_\_\_\_

Year and Semester: \_\_\_\_\_

Course Title and Section: \_\_\_\_\_

- \_\_\_ 1. Instructor's Name
- \_\_\_ 2. Course Title/Number
- \_\_\_ 3. General course description (according to College catalogue)
- \_\_\_ 4. All required texts, paperbacks, software, software capacity, specific handout including information on publisher, edition, version etc.
- \_\_\_ 5. Course topics and/or assignments and/or required and/or supplemental reading
- \_\_\_ 6. Teaching procedures (briefly describe)
- \_\_\_ 7. Instructional objectives (list)
- \_\_\_ 8. Basis for student grading
- \_\_\_ 9. Procedure (criteria) for evaluating student performance
- \_\_\_ 10. Tentative test schedule/assignment(s) schedule
- \_\_\_ 11. Instruction Plan

If any of the above are missing or if the evaluator has concerns, the unit member will be notified and given an opportunity to submit the missing materials and respond within fourteen (14) calendar days.

Evaluator's Signature/Date: \_\_\_\_\_

**Form DE-2**

**Distance Education Course  
Interaction Plan**

This form is to be completed by the faculty of record. Students enrolled in this distance education course shall receive a copy of this completed form.

Course Title: \_\_\_\_\_ Faculty: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Office Hours: \_\_\_\_\_  
(if any)

Mailing and/or Email  
Address: \_\_\_\_\_  
\_\_\_\_\_

Asynchronous Course

Synchronous Course

**Asynchronous:** This form of distance education is characterized by an emphasis on "learning on demand" or "as needed communication" between students and faculty from multiple locations at times convenient to participants.

**Synchronous:** This form of distance education entails the use of live, two-way communication among and/or between students and faculty in a scheduled or "fixed" point(s) of time(s), much like classroom-based instruction.

**This course may include, but not be restricted to, the following interactions:**

- |                                                  | <b>YES</b>               | <b>NO</b>                |
|--------------------------------------------------|--------------------------|--------------------------|
| 1. in person meetings                            | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. telephone interactions                        | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. electronic interactions (email, internet ...) | <input type="checkbox"/> | <input type="checkbox"/> |

If yes, dates, times, places are to be specified.

**Students are required to engage in the following interaction(s) for successful completion of this course:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Form DE-3**

<b>DISTANCE EDUCATION EVALUATION OF INSTRUCTOR</b>	
<b>Course Number:</b> _____	<b>Scale:</b>
<b>Instructor:</b> _____	<b>5 - Excellent</b>
	<b>4 - Very Good</b>
	<b>3 - Fair</b>
	<b>2 - Poor</b>
	<b>1 - Unsatisfactory</b>

**Please read first:** The purpose of this form is to evaluate your instructor's performance. Please read each statement carefully and then indicate your rating by placing a check mark under the response you have chosen.

	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
1. How well did the course meet the published course description?	___	___	___	___	___	___
2. How well were the instructional objectives of the course explained?	___	___	___	___	___	___
3. To what extent were the instructional objectives accomplished?	___	___	___	___	___	___
4. How well was the course organized?	___	___	___	___	___	___
5. How well prepared was the instructor?	___	___	___	___	___	___
6. How effectively did the instructor use the technologies in this course?	___	___	___	___	___	___
7. How well do you think the instructor had a grasp of his/her subject matter and related fields?	___	___	___	___	___	___
8. To what extent did the instructor stimulate thinking or relate course concepts in a systematic manner?	___	___	___	___	___	___
9. To what degree did the instructor provide an opportunity for student questions?	___	___	___	___	___	___
10. How well did the instructor respond to student questions?	___	___	___	___	___	___
11. How timely was the instructor's response to student questions?	___	___	___	___	___	___
12. To what degree were students encouraged and given the opportunity to interact with other students?	___	___	___	___	___	___



Form DE-3 Page 2

	5	4	3	2	1	N/A
13. To what degree were students encouraged and given the opportunity to interact with the instructor?	---	---	---	---	---	---
14. To what degree did the instructor return assignments and tests in a timely fashion?	---	---	---	---	---	---
15. How fair was the instructor's method of evaluation of student performance?	---	---	---	---	---	---
16. How closely did the instructor's method of evaluating student performance conform with the course syllabus?	---	---	---	---	---	---
17. To what extent did the instructor assist you with the course materials when help was requested?	---	---	---	---	---	---
18. To what extent was the instructor available at scheduled times?	---	---	---	---	---	---
19. How effective overall were the course materials?	---	---	---	---	---	---
20. How well did the technology perform?	---	---	---	---	---	---
21. How well prepared were you at the beginning of this class for the technology used in this course?	---	---	---	---	---	---
22. How comfortable are you now with the technology used in this course?	---	---	---	---	---	---
23. To what degree do you think the technology used in this course was effective in achieving the course objectives?	---	---	---	---	---	---

Would you take a distance education course from this instructor again?

Circle:                      Yes                      No

Comments (print legibly):

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Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Distance Education  
Evaluation of Instructor

Form DE-4

MASSACHUSETTS COMMUNITY COLLEGE SYSTEM  
PROCESS FOR DISTANCE EDUCATION/INSTRUCTIONAL OBSERVATION  
*FOR ASYNCHRONOUS COURSES ONLY*

Instructor: \_\_\_\_\_  
Evaluator: \_\_\_\_\_ Title: \_\_\_\_\_  
Campus: \_\_\_\_\_  
Department: \_\_\_\_\_

**Class to be observed:**

Course:	Pre-Conference:
Date:	Date/Time:
Time:	Post-Conference:
Room:	Date/Time:

**Describe the method of observation for addressing each of the questions below:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials of Observer: \_\_\_\_\_ Initials of Instructor: \_\_\_\_\_

1. Relationship of class content to instructional objectives of course:
2. Appropriateness of instructor's teaching methods to attainment of the stated instructional objectives:
3. Effectiveness of the instructor's teaching methods:
4. Instructor's ability to develop and maintain appropriate student interest:
5. Instructor's ability to organize and present course content and materials:
6. Instructor's ability to respond to student questions:

**Form DE-4**  
**Page 2**

Evaluator's summary of instructional performance:

Faculty member's comments (if any):

**I have read and received a copy of this  
evaluation:**

\_\_\_\_\_  
**Evaluator**

\_\_\_\_\_  
**Faculty Member**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**If this faculty member wishes to respond to this evaluation, he/she must do so within seven (7) days.**