

Summary: Fall 2020 Course Modality and Development

For fall semester, the BCC Administration has defined new modalities. (These are not in the [distance education agreement](#) and were added to course listings before the statewide impact bargaining was completed and [the MOA](#) was released).

This and the subsequent release of training sessions and a Sept. 2 deadline for course completion raises many questions for faculty and the union. Pedagogy, workload, and academic freedom are just a few of the concerns we have.

The new (or revised/renamed) modalities are:

- **synchronous live**, (similar to remote learning in the second half of spring 2020 however includes specific meeting times in virtual environment, stipend negotiated in [COVID-19 MOA](#), released July 24.)
- **asynchronous online**, (what most faculty did under the old fully online, stipends for faculty developing courses for first time)
- **synchronous online with recording**, (must develop online course, stipend, FERPA and academic freedom/classroom observation concerns)
- **synchronous online without recording** (must develop online course, stipend) and
- hybrid (must develop online course, stipend)

All but synchronous live are covered under the distance ed agreement. The four in bold are “new” and created by BCC Administration, three of which replace the old “fully online”.

Why the new modalities? Basically, the administration is trying to give students information ahead of time about whether the courses will have any kind of synchronous component -- (1) so they can be scheduled without conflict and (2) so students can plan accordingly. Further, they want to let the students know if attendance is required or if lectures will be recorded and can be viewed later.

While we understand the desire to let students know this information as much ahead of time as possible, **these are decisions that are up to the faculty member teaching the course**. So, by setting up these modalities, administration has taken away some of our choices and our academic freedom. **That's the key to the grievances.**

The main concerns, from faculty and contractual perspective, are:

1. Academic freedom - faculty should be ones choosing modality (whether or not there is a synchronous component to the class and the attendance policy) not administration
2. Stipend for developing online courses. Modalities were released before statewide impact bargaining was completed.
3. Recording – FERPA concerns, interferes with right to set attendance policy, also could allow unknown faculty observation by Administration
4. Mandatory training during summer for Fall course development – although faculty is off contract, faculty are compensated for the training within the course development stipend. There is no past practice of required trainings.

Note: your union leadership and the distance education committee has been in multiple ongoing conversations with Administration all summer over this and we have been pointing out these concerns. The fact that we were ignored, the new modalities moved forward, full time faculty had

choices while DCE faculty did not (as B sections had modalities set before faculty were assigned) – all of this led to the grievances.

Background:

Modalities

Originally, until the pandemic hit

- **We had three modalities:** face to face, fully online, and hybrid.
- Fully online is covered under the distance ed agreement which is part of the Day and DCE contracts. Hybrid is also covered under the distance Ed agreement as a form of online class.
- **If you were offered a fully online class, you could decide if you wanted your class to be asynchronous or have any kind of synchronous components.**
- To inform your students about what they need to do to be successful in your course, the statewide union created form **DE-2, the interaction plan**. This takes the place of an attendance policy in a face-to-face class. (On side note, **BCC appears not to have used this form in the past, while other CCs used it as it was intended**. That's why we advised those teaching in the summer to submit it, to protect their academic freedom per the contract and distance ed agreement.)

Then Spring 2020 semester happened. There was a pandemic, forcing us to go online mid-semester.

Some faculty who had always taught in the classroom only were not prepared to go online. They weren't prepared to meet the requirements of an online class as outlined in the distance ed agreement. **So that's why MCCC statewide bargained to allow remote instruction.** Remote instruction was defined as taking a face-to-face class and putting it online because of the pandemic. So, basically, you could do what was needed to get your students across the finish line. You didn't have to design a rigorous class in Blackboard. You could, for example, email out handouts once a week and have your students email back their homework.

Then Summer 2020 rolled along, and Suzanne Buglione and administration said that Bristol would not be allowing any kind of remote instruction. All classes had to be fully online, in line with the distance ed agreement. Thus, you may have seen emails about training, filling out 2 forms by specific deadlines, a course development checklist, getting your course(s) reviewed, and receiving compensation if you were teaching a course online this summer that you had never taught online before (or never been paid to develop online).

The benefit is the stipend is \$500 per credit for course development.

The possible downside for a faculty member who is new to online learning or not comfortable with technology is the class has to meet the standards of a fully online class as defined by the distance ed agreement.

Now, we come to the Fall 2020 semester and BCC administration has defined new modalities (not in distance ed agreement) and posted on course listings even as statewide impact bargaining continued.

As noted above but repeated here for convenience, the new (or revised/renamed) modalities are:

- **synchronous live**, (similar to remote learning in the second half of spring 2020 however includes specific meeting times in virtual environment, stipend negotiated in COVID-19 MOA, released July 24.)
- **asynchronous online**, (what most faculty did with the original Fully Online)
- **synchronous online without recording**, (must develop online course, stipend)
- **synchronous online with recording**, (must develop online course, stipend, FERPA and academic freedom/classroom observation concerns) and
- hybrid (must develop online course, stipend)

The four in bold are the new ones created by BCC administration, the middle three replacing what was previously called online.

A closer look at the “new” modalities – the four in bold above

1. Synchronous Live

This falls under the temporary remote instruction and is not in the distance ed agreement. **The July 24 MOA does include a stipend to prepare for it but as noted about the spring remote classes it is not held to the same standards as a course under the DE agreement.** This can be good or bad, depending on your perspective but it can negatively impact students if faculty are not prepared to teach effectively in the virtual world, as we saw with the rush to remote in the Spring. Some classes were excellent, others needed more help and development.

The idea with synchronous live is that you conduct your class so that students have as close to a face-to-face experience as possible. Everyone logs into Zoom (or Collaborate or Teams or whatever) during regular class time, Monday Wednesday, 9:30 to 10:45. You lecture and conduct class as if you were standing in a classroom with them. Again, you could email out handouts. Maybe email some links to videos or assign textbook reading. And then students would email homework back, something like that. It's more like old-fashioned distance learning, correspondence course. And in a distance ed committee meeting Suzanne specifically said that she didn't envision synchronous live classes would be recorded.

2. **Asynchronous online** is what most faculty who taught online have done up through this past semester. Although the Distance Ed Agreement has always given us the freedom to have a synchronous experience or component, no days/time were included with online courses so most faculty chose to run their courses “deadline based” without set meetings.
3. **Synchronous online without recording** sounds very much like synchronous live, which is expected not to have recording. These sound very much the same, likely confusing students and some faculty. The difference is synchronous live is temporary remote and does not fall under the distance ed agreement.

Synchronous online without recording does fall under the distance ed agreement. You would need to develop it, use Blackboard, fulfill the checklist and you would be compensated per credit. It might be similar in the student experience (in terms of attendance requirements), except for it would probably start in Blackboard, you'd be expected to use the learning management system, take advantage of the tools there, have discussion boards, submit assignments through Blackboard, anticipate accessibility concerns, etc. And the college would be obligated to pay you \$500 per credit to develop the course if you haven't previously been paid or if you're not using someone else's

course.

4. **Synchronous online with recording.** Like its counterpart above. this modality does fall under the distance ed agreement. You would need to develop it, use Blackboard, fulfill the checklist and you would be compensated per credit. **The issue is the mandatory recording – FERPA, attendance policy freedom, and potential for unknown class observation.**

5. **So again, the problem, which led to the grievances, is that administration is making decisions that should be ours via the interaction plan and our syllabi.**

And further if they're telling students ahead of time that class will be recorded and available for viewing, **they're interfering with our ability to set our attendance policy.**

And there are FERPA concerns. We have a number of handouts that have been given to faculty at other schools, that all boil down to the same thing -- if a video contains identifiable student information, it's a student record which is protected by FERPA.

The example that MCCC grievance coordinator, Joe Rizzo, has used is that perhaps you're videoing your class on Zoom and you can see everyone's faces and their names. A student shows up late, and says "sorry I'm late, I forgot to take my meds." Sharing that video could now be problematic for you. So, through no fault of your own, you've opened yourself up to FERPA violation.

Listings are incorrect in Course Search

An additional problem is that the course notes in the online course search don't even match what Suzanne said in her email. A quick review revealed at least one instance where the course is listed as synchronous live, but it says that there will be recordings of the lectures, attendance is not required, the videos can be viewed at a later time. If these are all decisions that the faculty member made, and the college just wants to give the information to students as early as possible, okay. But if it's the administration making these decisions, and not the instructor, that's a problem.

And we can easily actually prove that, since the classes have these sorts of course notes without an instructor assigned yet. Further, they're not even consistent for modalities by discipline or even by course. For example, one might make the argument that all classes of a particular discipline can be taught in a particular way. So, then it would seem somewhat reasonable if management chose to list a default by discipline. But what it turns out to be is, for example, one section of ART 105 is listed as asynchronous online and the other section of ART 105 is listed as synchronous online with recording. And neither have a faculty member assigned, so it isn't by faculty choice like it should be.

So what we're asking for is for administration to cease and desist predetermining these decisions by way of the new modalities. Return the decisions to faculty.

Going forward we think with actual shared governance and transparency, we can work with management to get this information to students as soon as possible. With common modality definitions (like the ones in the distance education agreement agreement plus remote) and the assignment of classes as early as possible, faculty would be able to choose the format they want and the Deans could let the Registrar's office know the format and details to include in course listings.

The July 24 MOA outlines stipends for temporary remote course development. Administration has chosen to allow temporary remote at BCC this term, under the name Synchronous Live.

Moving forward, one could make a case to advocate for eliminating synchronous live and any other kind of remote instruction beyond Fall 2020 due to accreditation issues and consistency for students. The remote learning in Spring 2020 revealed that the student experience might be vastly different from section to section even for the same course, depending on the faculty members' comfort level with and knowledge of virtual teaching.

Or perhaps the case could be made that synchronous live should only be allowed on a limited basis. Some unit members may not yet have highly developed their technology skills and may want remote instruction as an alternative during this pandemic. Also, the recent MOA does allow for a stipend and some training to develop these remote courses which may minimize the inconsistency for students and support staff.

This is something to consider for next semester's discussions. If the union's position is "we are here for what's best for the students and faculty," then advocating for training and support and professional development to help all faculty feel comfortable with the technology involved in developing and teaching a robust online course would make sense. Perhaps this should be a topic of discussion at a union meeting this fall.