

**Memorandum of Understanding between
Essex County College Faculty Association and Essex County College
Distance Education Agreement
January 25, 2011**

(Final agreement with promise to revisit some issues in negotiation of next contract.)

Preamble

Preamble: The Association recognizes that the increasing use of technology can offer a means of expanding student access to higher education. Expanding student access to instruction will be the primary determining factor in offering "distance education courses." These distance education courses will not be scheduled so that students are forced to take them nor will they replace courses offered in the traditional manner. It was agreed that developmental courses will not be offered exclusively on line but may be offered in the hybrid mode which is defined as having 50% of contact hours on line.

1. No faculty member will be required to teach an online course and the refusal to do so will not be reason for disciplinary action, denial of promotion, or any punitive action by the College.
2. Nor will willingness to engage in distance education be considered as a primary justification for hiring members of the unit.
3. Distance education will not be used to reduce the number of courses offered in the traditional classroom.

Distance learning is instruction occurring where the professor and the student are not in the same location at the same time. Distance learning may utilize technology, such as interactive two-way video, pre-recorded audio or video, and/or the internet and web instruction. The provisions of this article of the contract primarily concern asynchronous learning using web and email technology.

Compensation

Agreed that Faculty will receive no additional compensation for teaching online/hybrid courses for the first time. All faculty teaching online hybrid courses must attend training or have equivalent training approved by chairperson before they can teach an online/hybrid course.

Compensation for training: Agreed that faculty will be compensated for completing online/hybrid training and professional development only once no matter how many different courses they teach—the training to be determined by ECC administration. All faculty teaching online hybrid courses must attend training or have equivalent training approved by chairperson before they can teach an online/hybrid course. The compensation for the training to teach the hybrid course for the first time will be one (1) contact hour value in reassigned time or paid at the overload rate (arranged by mutual agreement).

Compensation for hybrid course development: Compensation for hybrid course development (the first time) will be 3/8 the contact value of the course taken in reassigned time or compensated at the overload rate (arranged by mutual agreement).

Compensation for development of full online courses will be ½ the contact value for course.

Faculty Training: The College agrees to provide training to faculty developing distance education. If faculty members act as mentors and provide the training they shall be compensated appropriately.

Support

Support: The College agrees to provide ongoing **technical support** for both faculty who teach and for the students who enroll in these courses.

The College will provide a secure testing environment **on line or at the College** proctored by competent personnel as required by the faculty to maintain the integrity of the educational process.

Secure Chat room, etc. In addition to secure email, the College will provide secure web services such as chat rooms, bulletin boards, and ways for students to submit work for the course.

Agreed that a procedures need to be developed to ensure students' identity.

Evaluation

Evaluation of the distance education courses will be conducted in a manner consistent with the contract. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee and students.

Student Evaluation: Student evaluations may be given online for online courses or in hybrid courses in class or online. Questions appropriate to the method of delivery will be added to the standard student evaluation form

Administrative evaluation of distance education courses will be conducted in a manner consistent with the Contract in terms of frequency and purpose. Faculty will be advised when class work is to be observed as will students. In distance education courses this observation of class activity may occur over the period of a week. This observation will be accomplished by the administrator signing into the course as an observer. Evaluation of the unit member will not be accomplished through electronic monitoring or taping without the faculty member's knowledge. When issues arise the Division Chair may access all the record—including email, journal entries, test responses, papers etc.—relevant to the case. If the complaint is not resolved at that stage it will proceed through the ordinary channels for dealing with these issues.

Workload [Reference in this section are to the Faculty Association Contract.]

Time Frame: Courses will be offered within the time frame of the semester or if not the courses will be considered as off calendar courses.

15-4 The regular workload will be fifteen (15) contact hours per semester inclusive of release time and distance education courses for a total of thirty (30) contact hours of instruction each year, except as provided in **15-8.1**.

Faculty members may teach up to 50% of their required teaching load through online or hybrid courses. Faculty may teach more than 50% if mutually agreed upon by the faculty member and the College. No Faculty member can teach all of their online/hybrid courses in one semester.

15-5.1 Add as last sentence office hours assigned as part of the load taught exclusively in the distance mode must be posted and the internet site specified.

Office hours

Office hours full online courses: Office hours for courses offered entirely online shall be posted as on line office hours and be maintained on line at the web site. Faculty members teaching on line courses agree that student questions ordinarily dealt with in office hours will be responded to within 48 hours of the student posting.

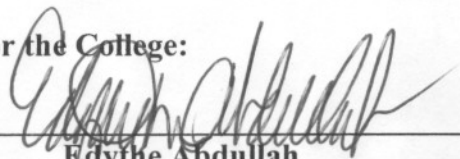
Office hours for hybrid courses: One half of the faculty office hours for the online/hybrid course will be held on site in the faculty member's office and one half will be online. Both in-office office hours *and online hours* will be posted on the syllabus and other required locations. For a three credit course offered over 15 weeks this means that 7 hours will be held in College office and 7 hours on line.

Compensation for over-enrollment

Class size: Agreed that the number of students in hybrid and online courses is fixed by this agreement and the Contract and that there will be no compensation for students over the specified number. Permission of the instructor will be required for additional students.

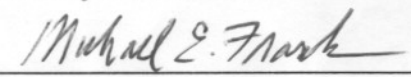
Type	Optimum size
1. Developmental courses	20
2. All other	Follow Contract guidelines

For the College:

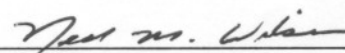


Edythe Abdullah
President of the College

For the Faculty Association:



Michael E. Frank
ECCFA Representative to the Board

 2.25.2011

Ned M. Wilson
ECCFA President