MEMORANDUM OF UNDERSTANDING
Distance Education Development and Teaching Provisions

As noted in the provisions of Article 6 of the Collective Bargaining Agreement between the PCC Faculty Federation and the College, the parties recognize the evolving nature of the delivery of academic programs by distance education technologies. It is a shared goal of the parties to meet these opportunities and challenges in a way which maintains PCC’s standards of academic quality. For the purposes of this Memorandum the following definitions will apply:

- On-line courses are those in which the primary means of content delivery is via print and other media on the WWW, and in which the primary means of communications is through e-mail, group discussion bulletin boards, chat rooms, etc.

- Telecourses are courses in which the primary mode of content delivery is via pre-produced video lessons (or other asynchronous media), and the primary mode of interaction is in print materials, or real-time meetings between Instructor and students

- ITV are those courses in which content delivery and interaction are primarily through live television hook-ups connecting groups of students in distant locations

- Courses may include any or all of these types of media, and will be classified for this purpose based on the predominant mode

The selection of courses and programs (certificate or degree) for distance delivery is the responsibility of the academic administration of the College in accordance with EAC policy. Selection is based on a variety of factors including: need for the program or course, potential for growth, budgetary impact, potential for out of district offering, estimated cost-benefit, availability of Faculty and other strategic considerations. Ideas about courses and programs that meet the above criteria may arise from instructional departments, SACs, individual Instructors, Deans of Instruction or Student Development, or the distance education department. (These provisions do not apply to courses where the individual Instructor or SAC introduces some element of technology or web based delivery of course content in an otherwise classroom based course.)

In order to facilitate flexibility and yet protect the interests of Faculty and the College during this period of evolution, the parties hereby agree to the following principles:

1. The College, through its Distance Education Department, is committed to continuing to develop support mechanisms which address non-instructional issues that affect Instructor workload (e.g. administrative processes such as registration and wait lists, student technology issues unrelated to the course content, increased help and training, etc.)

2. The parties agree to provide significant latitude to Instructors (whether full-time or part-time), Division Deans and the College Distance Education Department to develop individual agreements which meet the needs of all three. Individual agreements entered into during the life of this Agreement, but extending beyond the expiration of this Agreement will continue to be valid and be honored by the College for the time period specified in the individual letter of agreement. The College and the Federation recognize that the development of distance education delivery presents both opportunities (e.g., improving student access) and challenges (e.g., increased competition).

3. The letter of agreement will take into account the above variables and will set forth the appropriate compensation for the Instructor. Faculty who undertake development of distance education courses will be compensated by a stipend, release time, and/or reduced enrollments. Other appropriate support for the Instructor may also be provided by mutual agreement. The form of such compensation shall be included in the letter of agreement.
4. Agreements for courses being developed for the first time will include at least a development term and a pilot testing term during which the Instructor will evaluate the course materials and make adjustments. During these development terms, different approaches to addressing workload and compensation may be used. The foregoing provision does not preclude short term individual letters of agreement exclusively for content development, or revision of existing courses, nor shall a letter of agreement for multiple terms prevent the College from terminating the agreement in the event of unsatisfactory performance.

5. To facilitate agreement and mutual understanding of the variables which need to be considered in reaching agreements between individual Faculty, the appropriate Division Dean and the College Distance Education Department, the Distance Education Department will develop and maintain a "Distance Education Workload and Compensation Matrix" a Distance Education Instructor’s Handbook and other materials to assist Instructors.

6. In the event an Instructor is assigned to teach an online class he/she has not taught online before, the division will review the Distance Education Workload Activity Matrix and compensation outline with the Instructor and the Distance Education Department to determine the development parameters.

   a. If the faculty member has not taught online, the Instructor is required to attend training.

   b. Development for this course falls under Level 1 of the Distance Education Workload Activity Matrix.

   c. Prior to scheduling of this course or section, the division must consult with the Distance Education Department to finalize development/compensation arrangements. Financial issues must be outlined in a letter of agreement before development or scheduling proceeds.

7. The matrix and other materials will be reviewed annually by the Distance Education Department which shall draft recommended revisions as needed. The recommendations will be presented to the Contract Administration Meeting (CAM) for approval.

8. In the event enrollment in a distance education course exceeds the department’s established maximum norm for the distance education version of the course as of the beginning of the third week of the term, that enrollment will be dealt with in one or more of the following ways:

   a. if enrollment (including a waiting list) is sufficient to justify a separate section, an additional section may be added and preference will be given to assigning the additional section to the same Instructor if possible within the workload and overload limitations of Article 4 - Employment of Part-time Faculty, Article 6 - Full-time Faculty Workloads and Article 8 - Overloads and Fourth Term Employment;

   b. the course may be retained as a single section, with multiple Instructors assigned in a "team teaching" approach;

   c. qualified student help may be hired to act as a grading assistant or in such other capacity which might be defined to support the needs of the Faculty member; or,

   d. if the enrollment remains a single section in a distance education course and exceeds 115% of the maximum norm for the distance education version of the course, the Faculty member may be paid additional compensation or workload credit proportionate to the enrollment over the maximum.

The Faculty member may provide input, however the final decision of which option to use to address the enrollment is at the Administrative Supervisor’s discretion.
9. In considering release time options for distance education Faculty, the Faculty member and the appropriate Administrative Supervisor may agree to a release from non-instructional days.