SANDRA FELDMAN, President
EDWARD J. McELROY, Secretary-Treasurer
NAT LACOUR, Executive Vice President

HIGHER EDUCATION PROGRAM AND POLICY COUNCIL:
CHAIR: WILLIAM E. SCHEUERMAN, AFT Vice President, United University Professions, State University of New York
VICE CHAIR: NORMAN SWENSON, AFT Vice President, Cook County College Teachers Union
BARBARA BOWEN, AFT Vice President, Professional Staff Congress, City University of New York
MAUREEN DINNEN, AFT Vice President, Florida Education Association United
JASON BLANK, Rhode Island College Chapter/AFT
DAVID BOETCHER, Madison Area Technical College Part-Time Teachers Union
ORA JAMES BOUEY, United University Professions, SUNY Stony Brook
WILLIAM CUTLER, Temple Association of University Professionals
DANIEL GEORGIANNA, University of Massachusetts Faculty Federation
MARTIN HITTELMAN, California Federation of Teachers Community College Council
DONNA HURTADO, Albuquerque Technical-Vocational Institute Faculty Federation
SUSAN KAUFMAN, University Professionals of Illinois
JOHN MCDONALD, Henry Ford Community College Federation of Teachers
DERRYN MOTEN, Alabama State University Faculty-Staff Alliance
ALYSSA PICARD, Graduate Employee Organization, University of Michigan
MARK RICHARD, United Faculty of Miami-Dade Community College
KAREN SCHERMERHORN, Faculty Federation of the Community College of Philadelphia
EDWARD SCHONES, United Technical College Educators
SANDRA SCHROEDER, Washington Federation of Teachers
RAYMOND SPOTO, The Association of University of Wisconsin Professionals
LOUIS STOLLAR, United College Employees of the Fashion Institute of Technology
NICHOLAS YOVNELLO, Council of New Jersey State College Locals

STAFF:
LAWRENCE N. GOLD, AFT Higher Education, Director
CRAIG P. SMITH, AFT Higher Education, Assistant Director
CHARLES GLENDINNING, AFT Administration, Design
MARY BOYD, AFT Editorial, Copyeditor

© AUGUST 2003, AMERICAN FEDERATION OF TEACHERS. PERMISSION IS HEREBY GRANTED TO REPRODUCE AND DISTRIBUTE COPIES OF THIS WORK FOR NONPROFIT EDUCATIONAL PURPOSES, PROVIDED THAT COPIES ARE DISTRIBUTED AT OR BELOW COST, AND THAT THE AUTHOR, SOURCE, AND COPYRIGHT NOTICE ARE INCLUDED ON EACH COPY.
Table of Contents

Foreword .................................................................................. iii

Section A: A Guide to the Review and Glossary of Terms
Organization ............................................................................... A-1
Margin Icons ........................................................................... A-1
Glossary ................................................................................ A-1

Section B: Key Trends
Introduction ............................................................................. B-1
The Cost Conundrum ................................................................. B-1
Administrative vs. Faculty Imperatives .................................. B-1
The Different Faces of the Virtual Revolution ......................... B-4
The Current State of Distance Education ................................. B-5
  Access ................................................................................ B-6
  Cost ................................................................................... B-7
  Quality .............................................................................. B-8
  Pedagogical Issues ............................................................. B-10
Conclusion ............................................................................... B-12

Section C: Bargaining Strategies and Selected Distance Education Contract Provisions
Introduction ............................................................................. C-1
Developing an Effective Organizational Structure .................... C-2
  Case Study #1/ University of Massachusetts Faculty Federation C-2
Ensuring Academic Control ...................................................... C-4
  Case Study #2/ Faculty Association-Suffolk Community College C-4
Controlling Class Size ............................................................... C-6
Ensuring Adequate Compensation .......................................... C-7
  Case Study #3/ Mohawk Valley Community College ................ C-8
Conclusion ............................................................................... C-9

Selected Distance Education Contract Provisions ..................... C-11
believed that distance education and other educational technologies represented the future of higher education and invested heavily in a technological expansion we at the AFT termed a “virtual revolution.” As Tom Kriger points out in the Key Trends section of the Review, however, that overheated rhetoric and investment has since cooled. Distance education and the use of technology in classrooms continue to expand but at a much more even and methodical pace than in the boom-and-bust cycle of the late 1990s.

The AFT has been actively engaged in the issue of technology and distance education from the onset, encouraging locals to take an active role in shaping the way that educational technologies are implemented at their institutions. Our concern has always been that technology be employed when it makes educational as well as economic sense, that faculty continue to control the educational process, and that faculty and staff are adequately supported. In 2000, the AFT released Distance Education: Guidelines for Good Practice, a set of standards to guide faculty and institutions and ensure academic integrity in distance education amid efforts to expand course offerings and programs via distance education. Today, technology can be seen in almost every aspect of higher education, whether it is student services and human resources software, course management systems for onsite and distance courses, the increase in communication with students via e-mail, laptops in classrooms, hybrid classes, faculty in one state teaching for institutions in another via distance, or faster and greater access to research materials via the Internet. How technology will affect higher education in the future is hard to predict, but there is no reason to believe that efforts to expand the use of technology will abate. Consequently, our focus is to look broadly at how technology is influencing higher education as a whole, and our effort must be ongoing to keep pace with new developments.

That broader focus is the purpose of this new publication and also the rationale behind this publication’s ongoing nature. The intent of the Review is to examine a wide variety of educational technology related issues from a variety of perspectives.

First, we provide a sense of what is actually going on with regard to educational technologies, particularly in the areas that most of the discussion about distance education and other technologies center on: growth, access, cost, quality
and pedagogical effectiveness.

- Second, we saw a clear need to share locals’ strategies to ensure educational quality and to protect the rights of faculty and staff through collective bargaining. Our approach is to share the experiences of locals in case studies on particular issues, as well as a wider selection of contract provisions for locals to compare.

- Finally, we wanted to call on AFT members engaged in teaching with technology to share their perspectives on different pedagogical aspects of technology-mediated education. We initiate this series of research papers with a critical examination of the pedagogical implications of blended/hybrid courses—courses that are taught partially at a distance and partially on site.

At the same time that we attempted to cover a wide range of issues, we wanted to present you with a resource that is flexible and has multiple uses. As the first section of the Review outlines, you can approach this text in several ways, depending on your needs.

Our intention is to expand all of these sections over the next several years, tracing the trends and latest developments, gathering more case studies about the bargaining strategies in our locals, and investigating the host of educational issues connected to technology. To that end, we hope you take advantage of the “Review Input Form” at the back of the publication, which asks for your feedback on what you would like to see in future editions of the Review. Your contributions will make this publication stronger. We hope you find this first edition to be a valuable resource. We’re aiming to ensure that the Review will continue to inform your deliberations and work on education technology issues over the next several years.

LAWRENCE GOLD
Director, AFT Higher Education
SECTION A:
A Guide and Glossary of Terms

This section is a roadmap of the review. Here you will find a brief overview of how the notebook is organized, a guide to the margin icons and a glossary of terminology.
The Review is a resource for AFT local leaders and activists that will be updated and expanded routinely. This edition is only the first step in a continuing effort to provide locals with a wide-ranging discussion on educational technologies, including what the trends are, strategies for addressing technology issues in bargaining, and the latest thinking on teaching and learning with technologies.

The Review’s Organization
The Review allows you to move around in whatever way is most convenient to your needs. Read it cover to cover, look at just one section, or browse around just for information on a particular issue. For instance, if the discussion at your institution is about the quality of distance education, you can find the latest research in Key Trends. See what arguments locals are making about maintaining quality by having substantial faculty control of distance education development in the section on Bargaining Strategies. Finally, read the latest thinking on quality in terms of the new trend toward hybrid or blended learning in the final section of the Review. All of this is guided by references located in the margins of the Review, highlighting key ideas, defining terms and providing additional information.

Local Input
The Review is an ongoing effort that continually calls on the thinking of our local activists and leaders. This first edition has called on many local leaders and staff to inform the issues covered and the information included. Each update of the Review will add new information and thinking on these issues. Critical to that process is feedback from the local level. Included at the back of the Review is a “Review Input Form” where locals can provide us with direction about what trends, bargaining strategies and issues would be helpful to include in upcoming editions of the Review. We encourage you to use that form at some point over the next year as you work with these issues. We also would encourage reader responses to the educational issues piece in the third section of the Review as a means of gaining more perspectives on teaching and learning and creating a community of practitioners sharing ideas on the implications of educational technologies.

Margin Icons
Throughout the Review, margin icons (shown at right) will provide the reader with definitions, highlight key ideas and refer to other resources in and outside of the Review. In each case the copy will be marked with an asterisk.

Glossary
A wide variety of terms are used to discuss the different forms of distance education, technology initiatives and the various institutional arrangements that have emerged around distance education and other educational technologies. To help navigate that shifting terrain and to ensure consistency throughout this publication, we have developed the following definitions for key terms and concepts. These definitions synthesize a variety of sources and experiences, although we have noted where we rely on a particular source. Shorter versions of these definitions will be available throughout the text.

**Blended/Hybrid Learning**
Courses (or entire programs) that are taught partially on site in a classroom setting and partially in another format, either in technology-assisted set-
tings on site or at a distance. The term most commonly refers to individual courses where students and faculty meet for a portion of the class on site, but where a significant portion of the class is taught at a distance through various media, most often online. In some disciplines, this is seen as a necessary adjustment for distance education courses—e.g., a science class where the class is taught online but students meet on site for laboratory work. In other courses or programs, the intention is to offer students multiple learning environments—from on site, to synchronous online learning to asynchronous work.

**Corporate Universities/Training Institutions**

Schools or training institutions run by corporate entities for the purpose of training their own employees, the employees of other businesses or to train future employees. These entities typically focus on vocational skills rather than traditional, degree-oriented education.

**Corporate-University Joint Ventures**

Collaborations between corporate investors and traditional universities. Such collaborations typically take the form of traditional universities spinning off a for-profit distance education program or a consortium of traditional universities supplying courses to a corporate package and distribution entities.

**Course Management Systems**

Software packages such as Blackboard or WebCT designed to help instructors and institutions create courses or course materials in a Web-based environment and to manage those courses and/or materials. These systems can be used to develop and teach online courses, blended/hybrid courses or traditional on-site courses that incorporate some web materials.

**Disaggregation**

The practice of “unbundling” the teaching function, whereby course design, teaching, advising and assessment is divided among several individuals or teams rather than handled by an individual faculty member.

**Public Distance Education Consortia**

Public university and college systems that bring distance education courses and programs from its constituent colleges and universities under one centralized authority. The consortia’s degree of control ranges from simply listing available courses to broader control over courses and curriculum.

**Distance Education**

Technology-mediated teaching and learning that occurs when faculty and students are not in the same place. Distance education can take place either synchronously (e.g., faculty and students communicating from different locations either online or via two-way video) or asynchronously (e.g., faculty and students do not participate in class activities at the same time or place).

**Distributed Learning**

A subset of distance education in which courses have three common characteristics: 1) they are technology mediated; 2) they are asynchronous; and 3) they are developed, distributed and assessed using the model of disaggregation.

**Educational Technologies**

Any device, method or modality used to mediate faculty/student interaction, such as computer, television, phone, etc.

**Technology-Assisted Education**

Courses that are not considered distance courses or blended/hybrid courses but substantially rely on technology in the development and teaching of the course.

**Virtual Universities**

Higher education institutions that offer no physical site for students to attend and that offer all of their coursework and programs at a distance, most typically online.

---

SECTION B:

Key Trends

GIVEN THE RAPID GROWTH OF EDUCATIONAL TECHNOLOGIES, particularly Web-based technologies, over the last decade, it is difficult to stay abreast of all that is happening. In addition, given the number of interested parties in this issue and the amount of anecdotal evidence being employed to forward agendas, it is often difficult to know what information is reliable. However, this contextual knowledge is critical for local unions as they approach these issues at their institutions and in bargaining. In this section of the Review, Tom Kriger, Director of Legislation and Research for the United University Professions at the State University of New York, examines the larger picture of educational technologies and outlines what he sees as the key trends. The section includes a look at the overall growth of educational technologies and then in particular, looks at issues of access, cost, quality, and modes of delivery.
ONE OF THE FOREMOST DEVELOPMENTS IN American higher education over the past 25 years has been the increased use of educational technologies at both public and private institutions. Over the same period, however, state funding for public higher education declined sharply, while private colleges and universities faced increased competition and rising costs. Thus, economic uncertainty and budgetary pressure provide both the context of and the catalyst for the virtual revolution of the late 1990s, where college administrators embraced technology as a way to control costs and broaden access. Other key actors in this process include corporate leaders and outside investors, who poured money into this growing and increasingly lucrative market and gained much greater influence over higher education in the process.

The Cost Conundrum
Over the past 25 years, higher education leaders faced steadily escalating costs. At private colleges and universities, administrators responded by raising tuition; from 1978 to 2002, tuition and fees at private four-year colleges and universities increased by 135 percent, in constant dollars (College Board, 8). At the nation’s public colleges and universities, administrators faced the combined effects of rising costs and declining state funding. Since 1980, the share of state funds devoted to higher education dropped from 44 percent to 32 percent (Selingo, 1). These developments posed a unique dilemma for public college administrators. On one hand, state legislators and governors wanted greater performance out of higher education, meaning expanded access and higher quality while maintaining affordability. On the other hand, they devoted a decreasing share of state resources to pay for it. In fiscal year 2003, “states appropriated $7.35 per $1,000 of state personal income from their tax funds”; this percentage “was the weakest state investment effort since 1967” (Mortenson, 1). Expressed another way, in 1980, the share of state revenues appropriated to higher education was 9.8 percent. By 2000, this figure had fallen to 6.9 percent (Selingo, 9). By the early 1990s, it was no wonder, given the decline in state support, rising costs and a national recession, that college and university administrators were aggressively seeking new revenue sources and cost saving on campuses.

Administrative vs. Faculty Imperatives in Distance Education
Faced with recurring financial pressures, college and university administrators embraced a new version of an old idea – distance education (DE) – as a means of reducing costs, gaining an edge over competing institutions and increasing access to new student populations. The history of DE, or off-site education, traces its roots to correspondence schools and includes audio and video courses. The newest manifestation of DE, developed by technology-minded faculty members who consider computers and the Internet as important innovations, is asynchronous, computer-mediated “distance” courses. For faculty members, the primary goals are to gain access to new student populations and to adapt pedagogy to meet the needs of increasingly technologically sophisticated students. Beginning in the 1980s, these early faculty innovators began to integrate a wide variety of instructional technologies into on-site courses and programs: computer simula-
tions, chat rooms, virtual bulletin boards, electronic papers and email. With the advent of a nationwide computer network known as the Internet, faculty members began to develop asynchronous, computer-mediated courses and programs, meaning students could “attend” classes anytime, anywhere they could access the Internet, thus freeing them from the traditional college campus and course schedule.

By the mid-1990s, corporate and university leaders began to envision a new and expanded role for computer-mediated DE, one that would increase student access (primarily among older, nontraditional students) and greatly reduce fixed costs (primarily labor costs) on most campuses. Some went so far as to predict that the new information technologies would actually destroy the brick-and-mortar campus. The lynchpin of this transformation or “new paradigm” for higher education was the virtual – or totally online – university. At the Virtual U., self-interested faculty would no longer deliver outdated lectures to passive students. Instead, Web-based “instructional management systems” would deliver course content directly to students, and the role of faculty would shift from teacher to facilitator. In the words of one widely circulated aphorism, distance learning would transform the primary role of faculty from “sage on the stage” to “guide on the side.”

A Coopers and Lybrand Learning Partnership Roundtable report outlined one version of the virtual university. In 1997, analysts from Coopers and Lybrand assembled 35 representatives from public and private universities and higher education associations, corporate leaders and federal policy makers to discuss the effects of the Internet on higher education. In what was presented as “a message to today’s higher education leaders,” the reports’ authors explained:

New learning technologies can transform the way knowledge is packaged, delivered, accessed, acquired and measured, altering higher education’s core production and delivery processes. Students will demand flexible, targeted, accessible learning methods, potentially altering higher education’s traditional role.... Relying on technology rather than bricks and mortar, nontraditional competitors will give colleges and universities a run for their money.... (Transformation, 1)

The Coopers and Lybrand report offered the transformation of the healthcare industry in the 1990s as a fitting analogy for the changes required in higher education. “Examining the role of physicians in the past and present,” the reports’ authors explained, “may portend a changing role for faculty.” What was needed in higher education, in other words, was something like an EMO – an educational maintenance organization – that would reduce costs and limit the power of individual faculty members. As they explained:

Faculty members could answer to HMO-like entities. Corporations could buy education on behalf of their employees and their families from knowledge companies that operate very much like HMOs. The HMOs would contract with content providers (in this case faculty members) and distribute the education they provide. (Transformation, 3-4)

The National Learning Infrastructure Initiative (NLII)* constituted a more complete vision of the virtual university. In 1994, a coalition of technology corporations, private colleges and universities, public university systems and higher education organizations known as Educom (now Educause) created the NLII. Briefly, the NLII’s architects sought to increase student access through the Internet. DE courses, the argument went, would reduce the need for faculty interaction, providing students with greater independence while facilitating their ability to work on collaborative projects with peers. Instead of semesters, students would study at their own pace without regard to academic calendars, fixed class meetings or a traditional curriculum. Instead of lectures, students would pursue their studies via new instructional courseware. This software would break down complex subjects into individual components or modules, better suited to students’ individual preferences.

According to Carol Twigg, former vice president of Educause, the NLII’s “student-centered curricula” envisioned a vastly different role for higher
education faculty. Rather than teaching on a fixed schedule, faculty members would facilitate computer-mediated interactions with students. Instead of creating their own courses, the faculty’s responsibilities would be “unbundled” or “disaggregated”* into a series of discrete steps, each performed by individual specialists. In their 1996 report, “The Virtual University,” Twigg and co-author Diana Oblinger observe:

[At the virtual university], the many roles previously combined in a single faculty member are now disaggregated. Faculty may specialize as developers of courses and courseware wherein they move from being content experts to being a combination of content expert, learning-process design expert, and process-implementation manager; as presenters of that material; as expert assessors of learning and competencies; as advisors; or as specialists in other evolving roles. (18)

Another important advantage of the new faculty role would be greatly reduced labor costs. As Massy and Zemsky, early DE advocates, explain:

Workstations don’t get tenure, and delegations are less likely to wait on the provost when particular equipment items are “laid off.” The “retraining” of IT equipment (for example, reprogramming), while not inexpensive, is easier and more predictable than training a tenured professor. (7)

For American higher education, the implications of the NLII and other blueprints for the virtual university were far-reaching. The nearly exclusive reliance on part-time faculty, accelerating a trend already well under way at most brick-and-mortar institutions, along with the use of “disaggregated” faculty, meant greater managerial control over teaching and the curriculum. A greater reliance on sophisticated software and increasingly complex technology presupposed a much more influential role for corporations on college and university campuses. And the shifting focus from traditional courses to shorter and interchangeable course “modules” and building blocks blurred the distinction between higher education and corporate training.*

As college and university administrators pressed the case for DE as a way to reduce costs, encouraged by corporate representatives eager to gain a larger slice of the lucrative higher education market, the number of DE courses and programs and the use of course management software expanded rapidly. As Gordon Winston, director of the Williams College Project on the Economics of Higher Education, argues, colleges and universities are engaged in a “positional arms race,” one that surely will increase in magnitude as they increase investment in DE facilities and courses. (19-22) Data provided by the U.S. Department of Education show that “the percentage of 2- and 4-year degree-granting institutions offering DE courses rose from 33 to 44 percent between 1995 and 1997, and the number of such courses nearly doubled.” By the 1999-2000 academic year, almost 8 percent of all undergraduates participated in DE classes, 9 percent at public two-year colleges. For graduate and first-professional students, the total of DE participation reached 10 percent by 1999-2000, with higher participation rates at public institutions. Among master’s students at public institutions, the figure was 13.9 percent; at private institutions the figure was 9.5 percent. DE participation rates were lower for Ph.D. and Ed.D. students: 5.9 percent. (Sikora and Carroll, 8, 14-16) In 2001, Dun and Bradstreet estimated that American colleges would allocate “a record $3.3 billion for administrative and academic hardware and software,” an increase of 13 percent from the previous year. (Olsen, 2001, 1)

As foot soldiers in the virtual revolution, higher education faculty had mixed reactions to DE. Many faculty members embraced the use of technology while simultaneously raising questions regarding quality issues and intellectual property rights. Other important faculty concerns included being required to participate in DE, the availability of faculty training and technical support, and the revision of promotion and tenure guidelines to include new pedagogical issues. Following the rapid expansion of DE, faculty unions and other organizations quickly joined these debates. Taking the lead was the American Federation of Teachers (AFT), which issued a series of research reports designed to offer faculty members the tools they needed to reassert education faculty.

Disaggregation: the process whereby course design, teaching, advising and assessment are divided among multiple faculty members.

A complete description of these developments is available in AFT’s publication The Virtual Revolution: Trends in the Expansion of Distance Education.
tional quality and high standards within the headlong rush to expand DE. In 1996, the AFT published Teaming Up with Technology, which advocated that faculty unions take a more active role in DE implementation. In 2000, the AFT released Distance Education: Guidelines for Good Practice, which drew upon a nationwide survey of DE practitioners to promulgate 14 standards designed to foster high quality in DE courses and programs. Next came A Virtual Revolution: Trends in the Expansion of DE, published by the AFT in 2001, which took a critical look at the role of corporate and for-profit providers in the rapid growth of DE. In 2002, AFT published Intellectual Property Issues for Higher Education Unions: A Primer, written by AFT counsel David Strom.

Other faculty unions and organizations also vigorously joined the DE debate. In 1995, the National Education Association (NEA) released Information Technology: A Road to the Future, which was updated in 2001, designed as a guide for higher education faculty and staff. The NEA issued Quality on the Line: Benchmarks for Success in Internet-Based Distance Education, which was prepared by the Institute for Higher Education Policy, in 2000. The American Association of University Professors (AAUP) put forth its Statement on Distance Learning in 1999. AAUP's statement was designed to address new technology uses in education and assess the responsibility of boards, administrators and academics in establishing guidelines for distance learning technology. In 2000, AAUP released a second report entitled Distance Learning and Intellectual Property Rights. Other notable examples of the many reports issued during this period include a series of reports issued by the Council for Higher Education Accreditation (CHEA) beginning in 1999 entitled Quality Assurance and Distance Learning: Teaching at an Internet Distance. The Pedagogy of Online Teaching and Learning, released by the University of Illinois Faculty Seminar in 1999; the American Council on Education's Developing a Distance Learning Policy for 21st Century Learning, released in 2000; and Institutional Approaches to Distance Learning: Affirmation of Principles, published by Stanford's Academic Council Committee on Research in 2001.*

The Different Faces of the Virtual Revolution

By the late 1990s, most American colleges and universities were involved in varying degrees with some form of online DE. With the convergence of corporate and university investment, higher education leaders created entirely new institutions or made changes to both traditional and corporate universities. Among the new forms of higher education institutions created during this period were totally online virtual colleges and universities, corporate-university joint efforts to provide course management software and related hardware, and corporate-university joint ventures devoted to computer-mediated online DE.

Traditional Colleges and Universities—Over the past decade, as we have seen, traditional colleges and universities nationwide experienced steady growth, first, in the use of technology in existing courses and, second, in the creation of online DE courses and programs. With the expansion of online DE, most states responded by creating some form of centralized consortia to coordinate and list courses available from different campuses, from community colleges to large public universities. Of the many state consortia, only the Tennessee Board of Regents Online Degree Program and UMass Online offer separate degrees based solely on DE courses. (Twigg and Heterick, 4) The other notable recent development at existing institutions was the creation of a number of well-publicized for-profit spin-offs. Faced with a lack of student demand and the growing recognition that DE was much more expensive than originally estimated, administrators shut down many of these institutions in recent months.* This list of casualties includes Virtual Temple, e-Cornell, NYU Online, the SUNY Buffalo Online MBA, and University of Maryland University College, the nation's only public for-profit DE spin-off.

Corporate Universities—With a history that dates to the early 20th century, the primary mission of corporate universities has been to provide corporate training. With the advent of online DE, corporate universities expanded the number of asynchronous training programs delivered via
the Internet, and their leaders ventured onto terrain traditionally relegated to not-for-profit colleges and universities. The great advantage of DE for corporate trainers was that it reduced travel and lodging costs, the primary expenses of training programs. More recently, employee dissatisfaction with asynchronous training classes has led corporate leaders to embrace blended learning, which combines classroom teaching and online components in the same training (see the section on Pedagogical Issues below).

Virtual Universities—Virtual universities are entirely online, lacking brick-and-mortar campuses. While they currently claim only a small percentage of the total DE enrollment, virtual universities have introduced some of the most far-reaching changes in American higher education. In response, they have also generated some of the greatest controversies, primarily because of their faculty and curricular models, many of which are similar to the NLII. The undoubted leader in this category is the University of Phoenix, best known for its rapidly growing – and profitable – division known as Phoenix Online. Similar to Phoenix Online is Jones International University, which was accredited by the North Central Association of Colleges and Schools’ Higher Learning Commission in 1999, making it the first fully accredited entirely virtual university in the United States. (Mendels, 1) Other notable examples of virtual universities include Western Governors University, a privately owned university that offers degrees based upon competency-based education, and Capella University, a private virtual university with faculty and curricular policies more in line with existing brick-and-mortar institutions.

Corporate-University Joint Ventures—This sector includes many of the most highly publicized new DE institutions, many of which have also been shut down. Many well-known private universities created for-profit corporate-university joint ventures in late 1990s, only to scale them back or shut them down completely because of investor dissatisfaction and a lack of student demand. Perhaps the most notable example of failure among the corporate-university joint ventures is Fathom, sponsored by Columbia University, which was shut down in March 2003 following months of low demand. By contrast, a number of the corporations that develop and market course management software or DE platforms, often in conjunction with major universities, have profited handsomely – and have expanded almost exponentially – because of the rapid growth of DE. The best known of these course management system vendors is undoubtedly Blackboard, which had revenues of $69.2 million in 2002, an increase of 49 percent over the previous year. (USAToday.com, 1)

The Current State of Distance Education

As we survey the terrain today, it is clear that the overheated rhetoric of the early days of DE is long gone. In its place is a new set of concerns that focus on broadly integrating DE into the higher education curriculum. Rather than cost savings, for example, campus leaders today are more concerned with determining the actual costs of DE courses, programs and support services, especially given the disruptions that entail from redesigning entire courses and programs because of DE. American higher education has indeed been transformed by the expansion of DE, although some analysts question whether a “virtual revolution” has really occurred. As Kenneth C. Green, founding director of the Campus Computing Project, argues:

“There was no computer revolution in higher education or in education in the mid-1980s; rather, over the past two decades, technology has slowly migrated into instructional activities, scholarship, and institutional operations. (43)*

Investment in DE has also slowed from the frenetic pace of the late 1990s (see Olsen, 2003). In fact, in some quarters we find a sense of pessimism regarding DE investment, especially with “e-learning” outside of higher education. As Jason Pontin explains in Red Herring magazine:

...of the $2.7 billion invested in e-learning in 2000, an inordinate sum is gone. Most of the e-learning companies founded in the last three years have failed. In particular, the attempt to use the Internet to reform American
education from kindergarten through the 12th grade has been ruinously expensive and fruitless. (1)

In higher education, however, the consensus is that DE is here to stay. In the next section of this report, we will examine how higher education has been transformed by DE and what this portends for the future by examining four trends: access, cost, quality and pedagogical issues.

Access: Who is Actually Taking DE Courses?
The promise of greatly increased access to new student populations expressed in the early DE literature has not materialized. In fact, the vast majority of students taking online DE classes are actually enrolled in traditional brick-and-mortar campuses.* (Heterick and Twigg, 4) In other words, the vast majority of students taking DE courses—courses designed to be accessed off site—actually either live on campus or commute to a campus for some of their coursework. Some institutions specializing in online DE, like the University of Phoenix or eArmy University, have achieved remarkable enrollment growth in online programs, but these gains tend to be concentrated in niche markets. (Carnevale and Olson, 1-3) The kind of student targeted by Phoenix and by a number of institutions offering online MBAs are older, returning students who work full time and come from more stable economic and domestic situations. Phoenix Online's 60,000 students can afford online DE programs that are both more flexible and costly because they are a means to better jobs and a higher standard of living. Phoenix, in fact, requires that its students be employed full time in order to register for its online courses. In the case of eArmy, its enrollment, which currently stands at 30,000, is limited to active duty U.S. Army personnel or those on active duty in the National Guard or reserves (for enrollment figures, see Mayadas, 7).

For others—including minority students, those of limited means, students who live in rural areas and the disabled—the problems of the digital divide still stand as a barrier to DE access. According to a recent report by the Corporation for Public Broadcasting, the percentage of children from low-income families who have computers at home and have Internet access has improved in recent years. Certain ethnic and income groups remain far enough behind, however, particularly in the case of Internet access from home, that Lee Francis, vice president of the Educational Testing Service, calls this persisting problem "a cause for concern." (Sullivan, 1) Francis's assessment of the digital divide is confirmed in data from the U.S. Commerce Department data for 2001. According to these figures, 79.8 percent of households with a bachelor's degree or more had computers and 75.2 percent had Internet access, while in households with education levels equating less than a high school graduate, only 44.2 had computer access and only 33.9 had access to the Internet. (Households, 1)

One of the largest remaining gaps involves broadband access. A February 2003 report from UCLA, called Surveying the Digital Future, notes that 70 percent of Americans used the Internet in 2002 and 60 percent of computer users had Internet access in their homes. This was a considerable increase over the 2000 data, which found that 46.9 percent of computer users had Internet access from home. But broadband access is much more limited. According to the UCLA survey, only 17 percent of American households had broadband access in 2002 (cited in Heterick and Twigg, 3). Broadband access is particularly important for DE students given the increasing complexity of software and course management systems currently used to deliver DE courses. Unlike dial-up Internet connections, broadband access can also be expected to expand more slowly because it is delivered via cable.

A profile of DE students in 2000 looks like this: approximately 1.5 million out of a total of 19 million post secondary students are enrolled in DE courses. For these students, the Internet (60 percent) is the primary method of delivery. DE students tend to be older, to attend classes part time, and to have full-time jobs. The majority of DE students are female, have higher incomes, are predominantly nonminority and married, and attend two-year public institutions. The choice of majors among students enrolled in DE programs closely corresponds to the distribution of majors among non-DE students. Among undergradu-
ates in exclusively DE programs, the most popular majors are business (21 percent) and the humanities (13 percent). For graduate students in exclusively DE programs, the most popular majors are education (24 percent) and business (19 percent). (Ashby, 5-9)

**Cost: Have Institutions Saved Money with Distance Education?**

When computer-mediated asynchronous DE courses were first proposed, DE advocates argued that significant cost savings would accrue as expensive academic labor was replaced with technology. Today, few people make this argument. The consensus in the literature is that these early assumptions were premature. As Robert E. Myers, executive vice president of University of Maryland University College, explained in a 2001 Chronicle of Higher Education article entitled Is Anyone Making Money on Distance Education? . . . I think we are finding that as people become more sophisticated and knowledgeable about the online-education space, there are fewer and fewer people out there that you have to disabuse of the myth that online is cheaper. (Carr, 1)

Similarly, Geoffrey R. Stone, former provost of the University of Chicago, listed the statement “Investing in IT will save the university money” as the first of “eight things a former provost no longer believes about IT.” (62)

By 2001, the main question in the DE literature had shifted to calculating the actual costs of DE programs. Most analysts agree this calculation is quite complicated. The problem is that college and university investment in instructional technology is “generally not preceded, accompanied or followed by systematic evaluation.” (Finkelstein and Scholz, 9) Why? One reason is that spending on IT/DE is decentralized. Another factor is that calculating these costs is a complex proposition. Academic managers, for example, must consider a broad range of expenses to get a complete accounting of the cost of DE courses. Brian M. Morgan, assistant professor of integrated science and technology at Marshall University, identifies six major cost areas that must be considered: technology-specific costs, support personnel costs, faculty development costs, hidden costs, the costs of course development and the costs of teaching. (23-25) Hidden costs also provide pitfalls. One hidden cost repeatedly cited in the literature is the added expense involved when faculty members are replaced by more expensive IT personnel.

Overall, are colleges and universities saving money by using technology? The answer is a qualified yes. Finkelstein and Scholz, for example, argue that technology investment has saved money in administration and business processes, library operations and faculty research. (16) When this question is applied to instructional technology and DE, the case for cost savings is much less clear. Some DE advocates still argue that cost savings are achievable, but only under certain circumstances. These are primarily large course sections at mega-universities. The argument here is that per-student costs typically decrease as individual course enrollments rise, an idea that is generally accepted by most DE analysts. At the University of Maryland, for example, an Alfred P. Sloan Foundation study that imposed tight restrictions on course development costs found that even a slight increase in enrollment had a large impact on total costs. At UMUC, an MBA class of 15 students would result in a loss of $22,399, while the same class with an enrollment of 20 would result in a profit of $61,838. (Carr, 3)

As Finkelstein and Scholz point out, “Leaders in the IT community have argued for several years that the most cost-effective instructional use of IT may be in certain kinds of high-enrollment introductory courses.” (21) Perhaps the best-known example of putting this idea into practice has been The Pew Charitable Trust Grant Program in Course Design. Headed by Carol Twigg, former vice president of Educause, “the purpose of this institutional grant program is to encourage colleges and universities to redesign their instructional approaches using technology to achieve cost savings as well as quality enhancements.” (Twigg, 2003, 1) The Pew program provided grant funding to eligible public universities that were willing to replace large lecture sections in introductory courses with smaller, collaborative sections that relied on computer-mediated instruction. Among the formats used in
these courses were interactive tutorials, online learning resources, self-paced interactive materials, and greater individualized instruction. (Twigg, 1999, 16)

According to Carol Twigg, the results of the three rounds of awards and course redesign were clear. Learning outcomes in these courses were either improved or showed no significant difference, all of the projects were “more active and learner centered,” and, importantly, they saved the institutions money. She writes, “In regard to cost savings, the redesign methodology was an unqualified success.” (Twigg, 2003, 3-5) The Pew Project, however, is not without its critics. The problem with Twigg’s model, as some analysts have pointed out, is that it excludes developmental costs, the share of institutionwide support costs, administrative overhead and infrastructure. (Finkelstein and Scholz, 22) Thus its claims regarding actual cost savings are open to question.

For faculty members and faculty unions, the issue of cost savings at colleges and universities through the increased use of technology often conflicts with the quality of the education, so this issue deserves careful scrutiny.* As we have seen in the examples cited above, the mechanics of cost savings often involves increasing class size, which cuts into the time for individual instruction, or replacing full-time faculty with part-time faculty, which deprives students of experienced mentors or advisors. As Finkelstein and Scholz explain, “… there is fear that [substituting technology for labor] is moving colleges and universities in a direction where faculty will have less control over their working arrangements, may lose the products of their knowledge and skills, and may be replaced by less qualified personnel.” (26)

A more recent concern is whether budget cuts, particularly at large public institutions, may limit the growth of DE for, at least, the immediate future. In the 2002 Campus Computing Project national survey, one-third of participating institutions reported a decline in academic computing budgets, and 31.9 percent agree or strongly agree that budget cuts will “severely impede efforts to enhance” DE. (Campus Computing Project, 2002) According to the National Governors Association, “the current state budget picture across the nation is “the worst since World War II” (cited in Mortenson, 5).

Quality: The Ongoing Debate over Distance Education’s Effectiveness

Early on, advocates of DE established a Web site that claimed, based on research reports, that there was no significant difference between DE courses and traditional courses. Although the AFT and other faculty organizations raised issue with the quality and reliability of the research cited, this debate continues today.

The larger issue is one of defining educational quality in higher education. With no fixed standard, the traditional benchmarks in higher education have been seat time, contact hours and accreditation. Today, the first two benchmarks are under attack in Washington. Representatives of proprietary colleges and virtual universities have urged the Bush administration to repeal the 50 percent rule, which requires that institutions offer at least 50 percent of their courses on campus for their students to be eligible for federal financial aid. These same groups are also pushing for an end to the 12-hour rule, which requires that students devote a minimum of 12 hours per week to their studies to be eligible for federal financial aid (see Carnevale, 2002).* Accreditation has also been a controversial issue regarding DE, given the accreditation of several new virtual universities by regional accrediting agencies.

- The University of Phoenix’s policies regarding faculty and curriculum have sparked the greatest controversies over educational quality. Phoenix’s administrators have embraced a model where faculty duties are “unbundled” or “disaggregated” into discrete steps like those envisioned in the NLII. In addition, the Phoenix curriculum, which is oriented toward nontraditional students in business and industry, is developed by specialists who control exactly what the institution’s vast majority of part-time instructors teach and how they teach. Phoenix administrators defend their practice of employing almost exclusively part-time faculty who must follow strict curricular guidelines in the name of standardization.
Critics, however, have questioned the quality of Phoenix’s courses and have voiced concerns regarding academic freedom given these restrictions on teaching and course development (see Farrell).

- Jones International University (JIU), a for-profit subsidiary of Jones International, a cable and media firm located in Englewood, Colo., employs an instructional model similar to that of the University of Phoenix. At the time it was accredited, for example, 96 percent (54 out of 56) of JIU faculty members were hired part time. (Blumenstyk, 1) In addition, course development and instruction at JIU is disaggregated into discrete processes. Administrators at Jones contract with faculty at outside institutions who are known as “content experts” to create JIU’s courses. The JIU curriculum is geared toward working adults. Instead of traditional semesters, JIU students enroll anytime in courses that last for 16 or eight (accelerated) weeks and that require one hour of contact time per week.

On March 5, 1999, the North Central Association (NCA) of Colleges and Schools’ Higher Learning Commission accredited JIU, making it the first fully accredited entirely virtual university in the United States. (Mendels, 1) NCA’s decision, however, generated great controversy within higher education. In a letter to Steven Crow, executive director of NCA, James Perley, chair of the American Association of University Professor’s Committee on Accrediting, raised a series of questions regarding the quality of JIU programs. The first issue Perley cited was the lack of full-time faculty members at JIU, who would shape the curriculum, uphold the quality of teaching and research, and mentor and advise JIU students. Perley also questioned whether academic freedom could be protected with prepackaged courses; the fact that Jones had only one online reference librarian; and the inability of JIU’s vast majority of part-time faculty members to engage in meaningful faculty governance. According to Perley, “By all public accounts, [JIU] presents a very weak case for accreditation. Indeed it embodies most of our major worries about the denigration of quality that could follow this apparently inexorable march toward online education.” (Perley, 1)

- Another well-publicized virtual university is Western Governors University, a privately owned university that offers degrees based upon competency-based education. Under this model, students gain credits toward their degree or certificate by demonstrating mastery, in lieu of actual coursework, in a particular field. In March 2003, Western Governors University was accredited by the Inter-Regional Accrediting Committee, which represents four regional accrediting agencies. (Carnevale, 2003, 1)

Overall, higher education students have expressed mixed views regarding the quality of instruction in DE courses. According to data compiled by the National Center for Educational Statistics, 7.6 percent of college students in 2000 enrolled in distance education classes at post-secondary institutions. According to an NCES survey, 47 percent of undergraduate students were equally satisfied with the quality of instruction in DE courses, 23 percent were more satisfied, and 30 percent were less satisfied with the quality of instruction in DE courses. Among graduate students, a lower percentage (27 percent) was less satisfied with the quality of instruction in DE courses. The degree of dissatisfaction also varies somewhat among students at different types of institutions. Although students at public two-year, public four-year, and private not-for-profit four-year institutions all expressed similar rates of dissatisfaction (28-30 percent) with the quality of instruction in DE courses, students at private for-profit institutions expressed a higher degree of dissatisfaction: 39 percent. (Sikora and Carroll, vi, 23-24)

According to some DE advocates, criticism of the quality of online courses – as they are currently practiced – is legitimate but premature. They point out that today most DE courses are simply online versions of traditional courses, which means that DE has affected higher education but has not fundamentally changed the nature of the student-teacher interaction.* With more sophisticated technology, however, which
includes but is not limited to greater bandwidth, expanded broadband access and streaming video, courses could be fundamentally redesigned to overcome the quality vs. quantity dilemma in higher education and enhance student learning.

There are many examples of this in the literature. Interactive DE, as one version of this idea is called, would entail such a paradigm shift. Under the interactive DE model, instructors will more effectively (and efficiently) present the material to students, because the new technologies would more effectively mediate the interactions between student and teacher. Van B. Weigel offers a model of interactive DE he calls “depth education,” which combines classroom and advanced technology DE to promote high-quality, “deep learning” among students. (xiv) Rather than the assembly-line model of higher education, typified by the classroom lecture, he substitutes a technologically based “communities of learning” model more suited to the information age. When enrolled in a “deep learning” curriculum, students would interact with peers from other internationally distributed campuses to complete assignments that are partially Web-based, which they would access from a series of sophisticated Web sites, each devoted to a different skills set, and partially given out in face-to-face interactions with instructors at local campuses. This would allow students to communicate with students and faculty from around the globe, expose them to different ideas and different approaches to problems, thus broadening their educational experience. The role of technology in this curriculum would be to facilitate these exchanges—the debate, the development of skills, the exchange of ideas, the research, the assessment—in ways that would make learning more challenging and worthwhile in the process (see also Kerns or Carmean and Haefner).

Pedagogical Issues: The Shift to Blended Learning: Questions of quality and satisfaction have also been raised of asynchronous courses from outside traditional higher education. Corporate analysts, assessing the landscapes of both higher education and corporate training, have recently expressed growing skepticism over asynchronous courses and virtual training. Why the skepticism? The answer is that both college students and business trainees have expressed dissatisfaction with the lack of personal contact in asynchronous courses and programs. In response, corporate trainers turned to blended learning (BL), the latest hot topic in corporate training and higher education circles alike.*

In its simplest form, BL refers to a combination of different teaching methods. In its current manifestation, however, BL is defined as a combination of face-to-face teaching with software and Web-based teaching. Much of the written work on BL is found in the corporate training literature, where analysts consider it an antidote to an over-reliance on asynchronous or virtual training classes. As Elaine Voci, a corporate training director, explains in e-learning magazine, blended learning is “the term favored for describing an optimal learning environment in which we leverage the power of the Internet and Web-based instruction with more traditional ones, such as classroom instruction, to get the best of both worlds” (Rosenberg, 62). According to Elliot Masie, “Blended learning . . . seems to have quietly taken hold in corporate cultures” (58-63).

BL first appeared in the corporate press after corporate trainees—like many college students—expressed dissatisfaction with teaching and educational content delivered solely via the Internet or by asynchronous courses and courseware. As Michael Rosenberg explains in e-learning magazine:

The truth is, in any large organization near you, learners may find themselves in offerings upon offerings of strictly Web-based, asynchronous courseware. They may be asked to access and take all of this available training on their own time. Do not let this happen to your company. (Rosenberg, 62)

According to Nick van Dam, chief learning officer for Deloitte Consulting, “[L]earning and HR professionals are jumping onto the e-learning bandwagon, convinced by vendors that all of their
learning conundrums and challenges can be answered by one letter: ‘e.’ But this ‘e’ answer remains dubious.” (van Dam, 160)

The main problem with asynchronous training courses, corporate analysts point out, is that they disregard the fact that education is best accomplished face to face. It is important to note that this point was central to faculty criticism of distance learning in higher education.* According to van Dam, “The 1,000 year-old classroom model and tradition of learning is hard to leave behind…. This model has endured for 10 centuries because humans are social creatures, and not much has changed since the oldest university (in the estimation of most people) was established in Bologna, Italy.” (160) James Mathewson, writing in ComputerUser, makes a similar point. He writes:

To wit, there is no technological substitute for time with an instructor. Teleconferencing and other advanced collaboration tools can reduce the need for face time. But you just can’t eliminate face time without degrading the learning experience. (2)

Like their counterparts among the higher education faculty, corporate trainers point to a number of irreplaceable advantages inherent in the face-to-face interactions found in the classroom. Their views stand in stark contrast to the much more pessimistic view of classroom instruction expressed by some DE advocates. As Zenger and Uehlein explain, the advantages of classroom interactions include the enthusiasm of the teacher for the material, which they claim “is contagious and encourages learning”; the fact that “people prefer to learn in a social situation”; the greater student accountability in a classroom that is missing with e-learning; and “the questions and comments of class members,” which raise important issues, create comfortable space for discussion, and provide “opportunities for learners to practice and rehearse skills and to receive feedback…. “ (57)

Rejecting totally virtual courses and training, corporate trainers turned to BL, combining classroom instruction with a more limited use of online and other computer-mediated instruction. The main advantage of a blended approach was that it allowed corporate trainers (as well as higher education faculty) to incorporate the advantages of face-to-face classroom interactions with positive characteristics of distance learning. These include greater accessibility for students with busy schedules, the anonymity that may allow some students to participate more in class interactions, self-paced access and learning, consistent content delivered across multiple sections, and, perhaps most important for corporate training, the cost savings associated with less travel and lodging (see van Dam; Zenger and Uehlein, 57).

In its most fully developed form, BL refers to much more than a simple mix of different teaching styles. Writing in Training and Development magazine, Zenger and Uehlein pose the question: “What constitutes a truly blended solution?” Their answer is that blended learning, for it to be effective, must be a well-thought-out and designed methodology. One characteristic is a “completely integrated instructional design.” For higher education, the implication is that a traditional course that has been videotaped for online distribution or a course that contains a few online assignments would not qualify under this rubric. As they explain:

A blended solution doesn’t occur when you just bolt on some e-learning modules to an instructor-led session. It’s only when the pieces fit together logically like finely machined parts of an engine that you create a real blended solution. (58)

The second characteristic of fully developed BL is “consistent framework and nomenclature,” and the third is that each different teaching method is used to its maximum advantage. (Zenger and Uehlein, 58)

This rise of BL, as we have seen, was partly based upon the fact that administrators realized that DE was more complicated and expensive than originally envisioned. A further advantage of BL for college and university administrators is that it allows them to avoid some of the quality criticisms related to virtual higher education, such as the difficulty of transferring course credits or the continued existence of virtual diploma mills in higher education.
Conclusion:
In the years since DE was first developed, faculty members and their organizations have worked hard to define success in DE in terms of sound practice and high quality. Blended learning provides a good example, with its reemphasis on same-time, same-place discourse as a vital part of a high-quality education. As DE is integrated further into the curriculum, new questions are emerging. Today, faculty members are working to ensure that those providing DE courses are evaluated fairly when considered for tenure or promotion. They are working to get the training and support required because of the use of increasingly sophisticated hardware and software. Or, they are working to address myriad other questions that arise concerning DE as they practice their profession. What must remain constant, however, are the principles of sound practice and educational quality. These principles transcend questions of how courses are delivered and serve to remind us of the original purpose of higher education.
Works Cited


Ashby, cornelia m. “Distance Education: Growth in Distance Education Programs and Implications for Federal Education Policy.” Testimony on behalf of United States General Accounting Office (GAO) presented to Committee on Health, Education, Labor and Pensions, U.S. Senate. 26 September 2002. 5-9.


Finkelstein, Martin and Bernhard W. Scholz. “What Do We know about Information Technology and the Cost of Collegiate Teaching and Learning?” in Dollars, Distance and Online Education: The New Economics of College Teaching and Learning. Finkelstein et al., ed. Phoenix, AZ: 2000. 3-34.


“Households With Computers and Internet Access.” Published in Postsecondary Education OPPORTUNITY. April 2003.


Mayadas, Frank A. “Distance Education: Expanding Educational Opportunities.” Testimony submitted on behalf of the Alfred P. Sloan Foundation to the Committee on Health, Education, Labor and Pensions, U.S. Senate. 26 September, 2002.


SECTION C:

Bargaining Strategies and Selected Distance Education Bargaining Contract Provisions

THIS SECTION OF THE REVIEW WILL BE AN ONGOING EFFORT TO catalog strategies and contract language employed by various AFT local unions on issues related to educational technologies. In addition, this section includes several sample contract provisions dealing with distance education and other educational technology issues.
LARGER THEORETICAL DEBATES SURROUNDING technology and distance education have focused on a variety of educational questions about access, cost, quality and pedagogy, and those debates continue. Informed by these debates, local unions have taken an active role in shaping how educational technologies become integrated into an institution and higher education in general. Locals have developed positions on these issues and strategies for how to achieve those positions at the bargaining table.

In past publications, AFT has provided guidance to help locals develop those positions. From the start we have insisted that efforts in these areas should:

■ Make sense educationally, truly advancing student learning and scholarship.

■ Make sense financially in a realistic cost/benefit analysis.

■ Include full access to new technology and related training for all students and faculty.

■ Ensure that faculty and staff rights are protected.

Regarding distance education specifically, AFT took the lead in establishing 14 standards of good practice to assist unions and institutions as they work together in developing distance education courses and programs (See box at right).

SECTION C:
Bargaining Strategies and Selected Distance Education Bargaining Contract Provisions

Distance Education: Guidelines for Good Practice

1. Faculty Must Retain Academic Control

2. Faculty Must Be Prepared To Meet the Special Requirements of Teaching at a Distance

3. Course Design Should Be Shaped to the Potentials of the Medium

4. Students Must Fully Understand Course Requirements and Be Prepared to Succeed

5. Close Personal Interaction Must Be Maintained

6. Class Size Should Be Set through Normal Faculty Channels

7. Courses Should Cover All Material

8. Experimentation with a Broad Variety of Subjects Should Be Encouraged

9. Equivalent Research Opportunities Must Be Provided

10. Student Assessment Should Be Comparable

11. Equivalent Advisement Opportunities Must Be Offered

12. Faculty Should Retain Creative Control over Use and Re-Use of Materials

13. Full Undergraduate Degree Programs Should Include Same-Time Same-Place Coursework

14. Evaluation of Distance Coursework Should Be Undertaken at all Levels
This section of the Review examines how different AFT higher education locals have worked to ensure that these goals and guidelines are implemented in collective bargaining agreements. In this first edition, we examine four critical areas of distance education:

1. Developing an effective organizational structure for addressing technology and distance education-related issues.

2. Ensuring course and program integrity in distance education.

3. Controlling class size for distance education courses.


These discussions are not intended to be the final word on each issue, but rather the beginning of a dialogue. We are providing a set of general guidelines and examples of approaches that have been effective. As with politics, however, all bargaining is local, and certainly there are other approaches and strategies. This section is the first step in building a catalog of those strategies. In response to this section in particular, we encourage other locals to share their experiences with us to inform future editions of the Review.*

**CASE STUDY #1:** Establishing an Effective Distance Learning Committee at the University of Massachusetts, Dartmouth

The University of Massachusetts Faculty Federation, AFT Local 1895, represents approximately 700 full-time and part-time/adjunct faculty as well as professional staff, librarians and research associates at the University of Massachusetts, Dartmouth. Dan Georgianna is the current president of the UMass Faculty Federation.

Georgianna recalls attending a conference on distance learning in the mid-1990s when the issue was still very much under debate and realizing “whether we were going to be for distance education or not, we needed to start preparing to bargain this issue. If we didn’t, then it would be left to individual faculty members and to the administration. That process would neither benefit faculty collectively, nor the institution.”

**Establishing the Committee**

To prepare for bargaining, the union approached the administration about forming a joint labor/management committee to work through issues related to technology, distance education and intellectual property, an approach Georgianna recommends to other local leaders.

An important step in using this approach is the selection of who will participate on behalf of the union. Georgianna believes that the union should work hard to find practitioners who are knowledgeable and engaged with educational technologies rather than only considering people...
based on their level of connection to the union. In fact, he suggests this is a great opportunity to bring new activists into the union. In the federation’s case, they were fortunate enough to have an executive board member who was interested in pursuing distance education. She served as co-chair of the committee, but other members were more “early adopter types” rather than union activists.*

Georgianna suggests that this has a couple of effects on bargaining. First of all, it meant that the union could be assured of having contract language that made sense for faculty practitioners from a pedagogical standpoint. Second, having faculty members knowledgeable about and adept at using distance education on the committee also sent a positive message to the administration that the union, while interested in protecting faculty rights, was also interested in working together to move distance education forward. This resulted in the administration being more receptive to faculty concerns and input.

The Committee’s Responsibilities
The joint labor/management committee was responsible for putting forward language that could be incorporated into the collective bargaining agreement, although the bargaining teams would have ultimate responsibility for the contract. The advantage of the labor/management committee is that it was focused solely on distance education rather than dealing with the other contractual issues. As Georgianna states, “The committee was not bargaining that issue in exchange for another in the contract. They were simply focused on putting together sensible policies and procedures for distance education.” As a result, once the committee was able to reach consensus, both administrators and faculty together were putting forth recommendations that they favored to the bargaining teams. The result in this round of bargaining was a direct incorporation of the committee’s recommendations into the contract.*

Ongoing Voice
A key piece of the recommendations was the ongoing existence of the labor/management committee, now known in the contract as the eLearning Committee. This committee has responsibility to make recommendations on an extremely wide range of issues as they pertain to distance education, including:

- Workload
- Compensation
- Course and program integrity
- Support services
- Assessment and evaluation
- Library and learning resources
- Student Services
- Facilities and Finance
- Faculty Training

The eLearning Committee has been particularly important, according to Georgianna, since the University of Massachusetts (including three other campuses besides Dartmouth) has a systemwide committee that makes recommendations for UMass Online, the systemwide distance education arm of the University of Massachusetts. Those recommendations are not always in line with how the federation views distance education. Fortunately, the eLearning Committee has the power to interpret the systemwide guidelines at Dartmouth, recommending what courses will be offered, in what format, etc.

Several other AFT affiliates have employed the same strategy as the UMass Faculty Federation and established committees with various levels of oversight. See, for example, the sample contract language from:

- Los Rios College Federation of Teachers, AFT Local 2279
- University Professionals of Illinois, AFT Local 4100, Chicago State Chapter
- Cook County College Teachers Union, AFT Local 1600, South Suburban College Faculty Association

The key to all of these committees is that their recommendations are far-reaching with regards to distance education issues (i.e., virtually every-
thing to do with distance education goes through the committee), and they are seen as part of the institutional commitment to quality distance education.

**Ensuring Academic Control over Course Development and Offerings**
The first and most important standard in AFT’s Distance Education: Guidelines for Good Practice is that faculty must retain academic control. This includes, at a minimum, that faculty should select appropriate courses to offer in a distance education environment, and they should also approve distance education courses before they are offered, as they typically do with site-based courses. In addition, this standard stresses the importance of having an appropriate faculty member assigned to the course who is fully involved in all aspects of the distance education course from development through teaching and assessment.

Substantial faculty control of the curriculum has been fundamental to U.S. higher education but is becoming less and less of a given, particularly in distance education. Many distance education advocates have argued that any and all courses can be taught equally well in a distance environment and simultaneously many have argued that distance education is an opportunity to disaggregate the faculty role breaking down the teaching role into different functionalities—i.e., course development, instruction and assessment.*

In the face of such arguments, many locals have been able to bargain academic control effectively. In fact, it is often the union’s ability to protect the faculty and staff role that creates the positive working environment an institution needs to develop sound distance education programs that flourish.*

**CASE STUDY #2:**

**Maintaining Academic Control of Distance Education at Suffolk Community College**
The Faculty Association/Suffolk Community College, AFT Local 3038, represents more than 1,700 full-time and part-time/adjunct faculty on the three campuses of Suffolk Community College (SCC) on Long Island, N.Y. Ellen Schuler Mauk is the current president of the Faculty Association.

The association bargains simultaneously with both the college and the county, but distance education has been seen primarily as an academic issue and left mainly to the college and the association to work out. This was beneficial, according to Schuler Mauk, because current bargaining relations with the college are fairly positive. The bargaining around distance education exemplified that claim.

**Preparing To Bargain**
The association began preparing to bargain on distance education in the mid-1990s, at which time SCC was just beginning to invest in distance education. Like the University of Massachusetts Faculty Federation, the association began by involving a committee of members including faculty from the computer science department, some early distance education advocates, a member familiar with the hardware and software and a librarian. This committee went through the association collective bargaining agreement and identified all areas that could be affected by technology and distance education. They identified potential workload issues and areas that needed to be addressed if the institution was going to have a successful distance education program from the faculty point of view.

At the same time, another group, including officers and bargaining team members, researched all the available literature to date including the AFT documents and collective bargaining agreements that already included distance education language. Out of all of this work, the association developed a list of bargaining areas including definitions, class size, intellectual property compensation and training. Additionally, faculty prepared for a critical set of academic control issues, including course and instructor selection and course offerings.

**Responding to the Administration’s Concern**
The administration at SCC was also just begin-
ning to explore distance education. They were interested in becoming more involved with distance education, but primarily in the area of live synchronous courses using high-tech classrooms linked among their three campuses. Their biggest concern was faculty buy-in. They were concerned that faculty would be reluctant to try these new modalities and recognized that without faculty involvement, any new initiative would be less successful.

The association agreed that if key issues could be addressed, then the union would encourage faculty to get involved with courses that were appropriate. Interestingly, Schuler Mauk noted that, while the institution was focused on synchronous courses being run at multiple sites, the union was most concerned with asynchronous, Web-based courses, and so language was developed around both modalities with the term distance education referring to either in the contract.

The Issue of Academic Control
The key issue regarding academic control for the Association was where course development would originate. The college administration started with the assumption that any existing course is a potential distance education course and that any willing faculty member could develop existing courses for a distance education environment. The association argued that, in fact, not every course was automatically appropriate for such conversion, nor was every faculty member prepared to teach in this environment. Rather, they argued giving faculty the primary role in determining what courses were appropriate and adequately supporting faculty members involved in distance education would result in higher-quality courses that would be more successful.*

This control of course offerings and faculty assignments was the number-one academic issue for association members, according to Schuler Mauk.

Course Selection and Faculty Assignment
As a beginning point they argued that course development should be defined as “1) creating a new course or 2) converting or adapting an existing course to a distance education format.” They then argued that all course development should arise from the faculty in the departments that would “determine which existing courses are appropriate to be offered in a DE format.” The department then initiates the same approval process that any course would have to go through.

The real key to making this work, according to Schuler Mauk, is the “DE Committee,” which is charged with dealing with the evolving issues of DE instruction. This committee, in essence, serves as a policy committee to the college and the union. It oversees the course selection process from the departments and it handles the various staffing issues that were unanticipated in the contract. This committee meets at least once a month. It includes practitioners, administrators who deal with the DE program, professional assistants and union representation.

In addition, the association bargained that “assignment to teach a DE format course shall be based on a faculty member’s request, proficiency that is either demonstrated or certified and seniority.” This provision translated into adequate training and support for faculty members who were willing to experiment with distance education but were not familiar with the modality or the technology. Under the agreement, those faculty members were given one course release time the semester prior to teaching a DE course to go through training and develop a course.*

The association also worked hard to ensure that faculty members interested in developing courses were able to have sufficient time to develop and refine the course, while at the same time providing opportunities for other faculty also interested in similar courses. To accomplish this, they employed the procedures for “Special Topics Courses” that were already defined at the college. These procedures ensure that the most-senior faculty member proposing the course will be assigned the course for two semesters, but if others are interested in teaching the course, the assignment rotates through the department based on seniority.

Faculty must maintain academic control of the curriculum and faculty assignment.

Ensuring that faculty must be “qualified” to teach distance education lays the groundwork for an adequate training program.
The final piece of bargaining that ensures faculty control of distance education courses at SCC is the provision that places rebroadcast rights explicitly with the faculty member who develops the course. That provision states that distance education courses “shall not be rebroadcast without the expressed written approval of the faculty member who taught the course.”

All of these provisions work together to ensure that academic control for distance education remains squarely in the hands of the faculty. It has also ensured a sound distance education program at SCC. “In fact,” says Schuler Mauk, “in the most recent negotiations we decided to roll over our DE language . . . because in general the system we set up seems to address the needs of both faculty and the college.”

The bottom line regarding academic control is that faculty have an active say in the processes of course selection and faculty assignment for distance education courses. The simplest strategy is to ensure that the process for distance education mirrors the process for traditional, on-site courses. For example, the contract bargained by the Centralia College Federation of Teachers, AFT Local 4469, includes the following provision:

**Approval Process**

- All distance education courses must be reviewed for inclusion in the Centralia College curriculum according to the same procedures and standards as traditional classes.

- The qualifications of faculty teaching distance education classes must be consistent with those of Centralia College.

Other contracts go a step further including language about what the motivations for distance education should be. The San Diego Community College Guild contract, for example, states that “expanding student access, not increasing productivity or enrollment, shall be the primary factor when a decision is made to schedule a distance education course.” This provision is followed by language to ensure consistent processes for distance education courses.

Ultimately, whatever the approach, all of the local leaders we spoke with agreed that a well-defined distance education committee that was seen as a key player in the institutional planning for distance education was critical to ensure that faculty had a strong voice in distance education initiatives.

**Controlling Class Size**

Another equally important issue that needs addressing to maintain educational integrity is class size. When institutions began to invest more heavily in distance education, particularly Web-based courses, there was some assumption that a single course would be able to reach many more students than a traditional on-site course limited by time and space. Consequently, class size would increase. Faculty involved in the process quickly realized, however, that the amount of work that a distance education course took to develop and implement was far greater than that of a traditional course. The resulting increased workload, therefore, demanded smaller, not larger, classes.

Consequently, a first concern for unions is whether the college administration is trying to introduce distance education to increase class size and create an increased workload. Locals such as Henry Ford Community College Federation of Teachers, AFT Local 1650, have provisions to prohibit such expansion of class size when courses are moved into a distance education modality. Their contract states that class size for “any Distance Education course that is offered at the college in a Distance Education delivery mode shall be that class size established for the course as taught at the college in a traditional mode of delivery.” The contract goes further to protect against development of new courses with higher class sizes. For such courses, class size “shall be subject to negotiation and agreement with the union.”

The Faculty Association at Suffolk Community
College also used the traditional on-site class size as the standard with new course class size managed through the curriculum process. Using a pilot program, however, they were able to establish a smaller class size for asynchronous distance education courses.

- The class-size maximums in effect for existing courses shall apply to such courses that have been converted to a DE format.
- Class-size maximums for new courses developed for a DE format shall be determined through the existing college curriculum development procedures.
- During the pilot project effective January 1, 1999, through August 31, 2002, the class-size maximums for asynchronous courses shall be 2/3 of the maximum for a corresponding or similar course that is taught in a traditional format. This distance education language, as was discussed in Case Study #2, was extended through the next contract, and the pilot project language with the reduced class size for DE courses will extend until August 31, 2006, one year beyond the contract expiration.

Another strategy for dealing with class size is to establish a numerical class-size limit, which has the advantage of limiting even larger on-site courses to a smaller class size for distance education. For instance, the contract bargained by the Terra Faculty Association, AFT Local 4719, states that “the maximum class size for any member of the bargaining unit that teaches a distance learning class shall be 25 students. The number may be greater, only upon the mutual agreement of the appropriate dean and faculty member involved.”

The AFT Distance Education Guidelines argue that not only should class size be controlled through normal faculty processes but also that institutions should establish class sizes that encourage a high degree of interactivity. Here again, the most common strategy is to ensure that the union, typically through a labor/management committee, has a voice in the quality of course interaction. For example, AFT Local 4100, the University Professionals of Illinois Chicago State Chapter, contract includes the following provision regarding areas their distance education committee will review. The committee will monitor that departments “[e]nsure that the structure of distance education offerings provide for timely and appropriate interaction between students and faculty and among students through distance learning technologies.”

Ensuring Adequate Compensation

The expansion of distance education at an institution can be seen as a challenge to faculty control of the curriculum, and efforts to manipulate class size can be seen as attempts to increase workload. As we have seen, however, the union can play a critical role in protecting faculty rights in these areas while still forwarding the distance education interests of its members. At the same time, the union needs to ensure that those faculty members are adequately compensated for their efforts in this area.

Moving into the distance education environment is not as simple as picking up a new textbook. It is a whole new pedagogy that requires a whole new set of knowledge, skills and sensibilities. Developing those takes a good deal of time and a great deal of effort if done right, and it should be so compensated.

Compensation typically takes one of two forms, release time or additional monetary compensation.

Provisions dealing with time most typically trade one course release time for one course development. Some contracts also allow for modification of that guideline depending on the nature of the course. For instance, AFT Local 1950, the Shoreline Community College Federation of Teachers, contract includes the following provision:

Faculty developing DL courses, as a college sponsored effort, shall be given at least a minimum of 1/3 release time for one quarter to develop a distance learning class of 5 credits or proportionately less for fewer credits. In cases of difficult courses, or extensive major duty areas, additional time may be mutually agreed to between the faculty member and the College.
Case Study #3 (below) looks at one local’s strategy for monetary compensation.

Whether the compensation takes the form of time or money, the strongest union contracts approach compensation as an ongoing issue rather than a one-time event. In other words, compensation is bargained for both a faculty member’s first foray into distance education as well as subsequent offerings of a course or additional courses developed. Clearly, the most time and effort go into the first course development and teaching experience. Subsequent course development and teaching, however, still require a great deal of time and effort. Compensation should follow that same logic.

**CASE STUDY #3: Creating an Innovative Approach to Compensation for Distance Education at Mohawk Valley Community College**

The Mohawk Valley Community College Professional Association, AFT Local 2839, represents just over 200 faculty at Mohawk Valley Community College (MVCC), with campuses in Utica and Rome, N.Y. Ellis Gage Searles is the current president.

**Laying the Groundwork**
The first association contract that contained language regarding distance education was in effect from 1996 to 1999. It specifically addressed interactive television, but like many other contracts, it contained an article that established a joint committee to make recommendations on interactive television and “other forms of instructional technology.”

Both the association and the administration at MVCC saw that the development of distance education in the form of Web-based courses was the direction that the college was heading, and so the committee came together to focus on that issue and develop language for Web-based courses. The association members on the committee represented a range of disciplines—math, business, humanities—who were all involved in online instruction.

The problem, from the association’s perspective, was that Web-based courses were being developed by individual faculty members without the protections of the collective bargaining agreement. Individual faculty members were entering into different arrangements with the institution, being compensated differently, some with money, others with release time. Such an arrangement was preferable to the administration, according to Searles, since it did not have any guidelines to abide by and could more easily encourage early adopters to develop courses for less compensation. At the same time, although the administration was willing to bargain this issue, they anticipated the union’s argument that faculty participation in distance education should be voluntary. Early adopters had all been volunteers; still, the administration didn’t want to give up its right to possibly assign distance education courses in the future. In short, the college wanted both to be able to create individual agreements and assign faculty members in cases where departments might have been less than willing to develop distance education courses. The college, like other case studies, however, wanted to expand its distance education offerings and realized that without adoption by the faculty, the program would not be as successful.

**The Issue of Compensation**
The key to the association’s strategy for the structure of distance education compensation is its ongoing nature, both in the areas of course development and course instruction.

**Course Development**
Fundamental to the association language is that every time faculty members develop or modify a course, they are compensated. If two faculty members are simultaneously approved to develop the same course, they are both compensated equally. If a faculty member takes on a course that another developed and has to modify it, that faculty member is compensated. The language does not facilitate a single
standardized course being developed only once by a single faculty member who then turns it over to other faculty members to teach as is.* That can occur, but the association's language is structured to allow multiple faculty members to work with the same course and still be compensated for development work. This is particularly important in large, diverse departments where it is possible, even preferable, for more than one faculty member to teach a course at a distance and teach it from different perspectives.

The association bargained not only compensation for the first course development but also for any subsequent course development, although at a lower rate, assuming a certain knowledge base and, hence, proficiency.

The association's provision for course development is as follows:

- Once the terms of the contract between the unit member and the college are fulfilled, the College shall compensate each bargaining unit member who develops an approved web-based course as follows for original course development:
  - First three credit-hour course developed $1,100
  - Second or subsequent three credit-hour course developed $850

- A bargaining unit member who is approved to modify a course developed by someone else will be compensated $250 per three credit hour course with proration as above. This amount may be increased at the discretion of the College.

This structure recognized the large amount of learning that has to occur in the development of the first course, as well as the ongoing time and training needed for developing subsequent courses.

Course Instruction

The association also bargained for a similar compensation structure for teaching distance education courses. The language both provides compensation beyond the first term of teaching a course and also additional compensation for teaching other subsequent Web-based courses.*

The College shall provide additional compensation to each bargaining unit member who teaches a web-based course as follows:

- First three credit-hour course taught
  - First semester $1,000
  - Second semester $400

- Second or subsequent three credit-hour course taught
  - First semester $850

Here again the structure recognizes the initial effort that goes into a course as well as the ongoing training needed to develop new types of courses. The second semester payment also encourages faculty to stay with the course and really get a chance to make the best course possible.

Searles points out that this compensation structure has both compensated faculty well and at the same time has encouraged more faculty to develop Web-based courses. She also points out that the contractual separation of course development and teaching was not intended to suggest that faculty should develop courses but not instruct them. The contract includes language that indicates if a faculty member develops a course she or he is expected to teach the course as well. As Searles states, "The faculty member sees the process through from start to finish and is compensated appropriately through the process."

Conclusion

Many aspects of distance education require the careful attention of the union in our collective bargaining agreements. All of the locals here have demonstrated the benefits of active participation through some sort of committee structure. We have not found a union that does not have some percentage of members interested in developing distance education courses or exploring innovative ways of employing educational technologies. These faculty members need to be actively helping their union on these issues, and the union needs to bargain aggressively to protect the work...
of these faculty members. For unions that have yet to bargain these issues, we highly encourage beginning that process as technology continues to grow and expand into all areas of higher education. Just as earlier language that AFT locals had in their contracts about interactive television courses or video courses laid the groundwork for current contract language regarding Web-based instruction, bargaining the current forms of distance education and related issues will be important for future developments in these areas.

For unions that have already begun bargaining these issues, we hope that the Case Studies will raise new ideas and strategies as you continue to bargain. Ultimately, distance education has become an integrated piece of many higher education institutions, and unions need to play an integral role in its implementation and maintenance.
University of Massachusetts Faculty Federation, AFT Local 1895,
University of Massachusetts, Dartmouth

6. Distance Learning

a. Purpose

1) The purpose of teaching with technologies is to enrich and to increase the availability of the curriculum offerings of UMass Dartmouth.

2) The parties agree that the use of such technology shall NOT be used to reduce, eliminate or consolidate faculty positions within UMass Dartmouth.

b. Definitions

• CODEC: These are interactive classes offered via telephone lines to off-campus sites (such as full motion video, PicTel, etc.).

• Computer Based Multi-Media: These are courses that use CD-ROMS, videodisc, and telecommunication link between the student and the faculty member (e-mail, Internet).

• Print Based Only: These are traditional independent courses. Materials are all print-based such as textbook and study guide.

• Print Based plus Multi-Media: Same as print based only, except that additional types of non-print materials constitute a substantial part of the instructional materials/activities.

• Satellite: These are courses delivered to remote sites by satellite uplink.

• Site: A site is defined as a location with an enrollment of six (6) or more students.

• Teleclass: These are courses developed under contract with UMass Dartmouth by faculty members. They may be developed for commercial use and utilize video technologies.

• Telecourse: Video, print, and other materials for the course are purchased from vendors. Faculty do not have to develop their own materials to teach the course.
c. Course Offering Approval
Courses to be offered by utilization of technology must meet quality standards maintained at UMass Dartmouth. All such courses shall be created as the result of the standard course emergence process as stipulated in the Agreement (Article V.E. pg. 31).

d. Distance Learning Committee
1) A standing committee will be created to study and make recommendations regarding workload and compensation issues for teaching of distance learning courses. These recommendations will be the basis for future negotiations regarding distance learning workload and compensation. The committee will consist of three members selected by the Faculty Federation and three members selected by the Chancellor, and will report at least annually to the parties to the Agreement and the Faculty Senate.

2) The Committee will routinely assess whether:
   - Distance learning offerings provide for timely and appropriate interaction between students and faculty and among students.
   - The institution's faculty assumes responsibility for and exercises oversight over distance education, ensuring both the rigor of programs and the quality of instruction.
   - The institution ensures that the technology used is appropriate to the nature and objectives of the programs.
   - The academic department ensures the currency of materials, programs and courses.
   - The institution's distance education policies are clear concerning ownership of materials, faculty compensation, copyright issues, and the utilization of revenue derived from the creation and production of software, telecourses, or other media products.
   - The institution provides appropriate faculty support services specifically related to distance education.
   - The institution provides appropriate training for faculty who teach in distance education programs.

Evaluation and Assessment
- The institution assesses student capability (except in the case of the Division of Continuing Education) to succeed in distance education programs and applies this information to admission and recruiting policies and decisions.
- The institution evaluates the educational effectiveness of its distance education programs (including assessments of student based learning outcomes, student retention, and student satisfaction) to ensure comparability to campus-based programs.
- The institution ensures the integrity of student work and the credibility of the degrees and credits it awards.
Library and Learning Resources

- The institution ensures that students have access to and can effectively use appropriate library resources.
- The institution monitors whether students make appropriate use of learning resources.
- The institution provides laboratories, facilities, and equipment appropriate to the courses or programs.

Student Services

- The institution provides adequate access to the range of student services appropriate to support the programs, including admissions, financial aid, academic advising, delivery of course materials, and placement and counseling.
- The institution provides an adequate means for resolving student complaints.
- The institution provides to students advertising, recruiting, and admissions information that adequately and accurately represents the programs, requirements, and services available.
- The institution ensures that students admitted possess the knowledge and equipment necessary to use the technology employed by the program, and provides aid to students who are experiencing difficulty using the required technology.

Facilities and Finance

- The institution possesses the equipment and technical expertise required for distance education.
- The institution's long range planning, budgeting, and policy development processes reflect the facilities, staffing, equipment and other resources essential to the viability and effectiveness of the distance education program.

e. Workload

The following considerations apply to all distance learning classes:

- No faculty member shall be assigned to teach a distance learning course that involves learning new technologies without the opportunity to be trained in those technologies. Faculty willingness to teach these courses shall be considered but program need will be given higher priority.
- No faculty member shall be assigned to teach a distance learning course using new technologies without adequate prior opportunity to prepare materials required to use those technologies, except in emergencies.
- Faculty members assigned to teach a distance learning course will receive appropriate clerical, logistical, instructional, and technical support.
1) Preparation
A faculty member teaching a distance learning course for the first time, which requires substantial time and effort to learn new technologies and/or develop or adapt new materials, will be awarded additional units up to twice the number given for a regular course. In subsequent offerings where classroom attendance by the faculty member is needed, workload units will be calculated at 1.5 units/credit hour (will be reconsidered in negotiations for the next master agreement). When workload is adjusted to reflect the additional effort for training and/or course preparation, the faculty member will provide a brief written report on training received and materials developed.

2) Sites
When a course is delivered via CODEC or satellite, in which there is continuous interaction among sites, a workload adjustment will be made for any site with six or more students. For a three semester hour course with up to three off-campus sites, .25 additional units per off-campus site shall be awarded. For four (4) to six (6) off-campus sites, up to 1.0 additional units shall be awarded for a three semester hour course.

3) Enrollment
For both CODEC and satellite delivery, total enrollment for all sites, including the on-campus site, will be capped at the same enrollment levels as the equivalent on-campus class. If total enrollments at all sites exceed the above cap, an additional one-fourth unit per semester hour will be assigned for every 25 percent by which enrollments exceed the cap.

f. Intellectual Property
This section applies when a regular class is video-taped for use at a future time or date by either the department or the faculty member.

1) Prior to the video-taping of a course, an agreement consistent with the University of Massachusetts Dartmouth Intellectual Property Agreement must be completed.

2) Both a faculty member using video tapes and materials produced by another faculty member, and a faculty member using their own tapes and materials, shall receive no more than one-half the workload equivalent for the course unless they are present when all tapes are shown, in which case the regular workload equivalent for the course shall be assigned.

g. Limitations
A live, interactive distance learning course transmitted by another institution may not be offered at a University of Massachusetts Dartmouth site if the same course is being taught that same semester at any University of Massachusetts Dartmouth site without the prior approval of the chair of the academic department in which that subject matter would be given credit.

Los Rios College Federation of Teachers, AFT Local 2279,
Los Rios Community College District

ARTICLE 26—Educational Technology

26.1 Intent
A key strategy in the Los Rios Community College District's vision of a restructured higher education system is to expand the System's learning opportunities on and off campus by using multiple technologies. The purpose of this Article is to establish a series of contractual understandings between the LRCFT and the LRCCD Board of Trustees regarding the use of instructional technology.
26.2 Definitions
Distance Education extends the process of teaching and learning from the campus to one or more locations including classrooms on other campuses, work sites, community centers, and homes. It includes instruction, instructional support such as libraries, computer centers, and student services, such as registration, counseling and student activities that are provided to those other locations.

Distance instruction broadly defines a condition of learning where instructor and student are physically separate for most, if not all, of the experience. Interaction is mediated by some form of technology—currently audio, video, and computer technologies—that allows for students and instructor to engage in the process of education.

Distance Education in asynchronous mode is where instructional audio, text, and/or video is prerecorded and delivered to students on any media including but not limited to disks, tapes, and Internet web pages.

Instructional technology material includes video and audio recordings motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional coursework, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

Intellectual Property is the result of creative activities, including teaching and research. Examples of intellectual property include works of art or design, poetry, musical scores, films, video or audio recordings, instructional materials (e.g., textbooks, syllabi, student exercises, multimedia programs), computer software, fictional or non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), inventions, devices, processes, and other enduring representations of creative activities. Intellectual Property may be instructional, professional, dramatic or commercial in nature. The media in which Intellectual Property exists is irrelevant to the question of ownership. (See Article 28.)

A Work is any material which is eligible for copyright protection, including (but not limited to) books, articles, dramatic or musical compositions, poetry, instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs, tests, etc.), fictional or non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art or design, photographs or films, video or audio recordings, computer software, architectural and engineering drawings, and choreography. A Work may be recorded in any enduring medium (e.g., print, electromagnetic, optical, photosensitive film, etc.) or may exist in any tangible form (e.g., a sculpture, painting, structure or building).

An Invention is any idea or discovery which is eligible for patent protection, including (but not limited to) a device, process, design, model, strain or variety of any organism, or composition of matter.

District Support includes the use of District funds, personnel, facilities, equipment, materials, or technology. District Support may be either nominal or substantial Resources, or a combination thereof.

A Work for Hire or Invention for Hire is one for which the Faculty Member is employed and compensated to create as the primary purpose of that employment. An Invention or Work for Hire may be the product of the Faculty Member’s regular appointment or assignment (if that is the primary purpose of that appointment or assignment), or may be the product of a separate employment agreement between the District and the Faculty Member.
Instructional Materials are those materials a Faculty Member creates to perform his assignment more effectively for the benefit of students, including (but not limited to) syllabi, lectures, student exercises, illustrations, recordings, multimedia programs, and tests. The Faculty Member may use instructional Materials in a traditional classroom or in any form of distance education. Instructional Materials may be created using the personal resources of the Faculty Member and/or Nominal Resources provided by the District.

For the purposes of this article, a Faculty Member is an academic employee and member of this bargaining unit who creates Intellectual Property.

26.3 Instructional Technology Decisions
Per LRCCD Policy 3412, the LRCCD Academic Senate has the primary responsibility for the recommendations to the Board of Trustees regarding curriculum and matriculation issues. As such, only those courses and programs approved through the agreed upon curriculum and matriculation decision processes will be delivered by distance education.

The faculty of the Los Rios Community College District is primarily responsible for the decisions related to the use of instructional technology in the courses and programs offered in the District's Colleges and locations.

The counseling, library and health services faculty are primarily responsible for decisions related to the use of technology to provide their respective student services.

The decision to offer any portion of a course in distance mode shall be voluntary.

26.4 Privacy, Staffing Levels, and General Health and Safety Issues
LRCFT unit members have an expectation of privacy for electronic and paper files kept in their offices consistent with current Los Rios Policies as stated in Policy 7851, 7871.

There shall be no taping, televising, or recording of instruction by LRCCD without the written permission of the unit member, who shall be advised of the intended uses thereof.

26.5 Distance Education
Compensation and workload (e.g. class size, class maximums) of Distance Education Courses will be equivalent to the corresponding traditional classes.

Training and development resources will be made available to employees that have been assigned to provide instruction through the use of instructional technology, including distance learning. The level of training and resource commitment will be determined by both parties prior to the development of the projected course material. These levels may be reviewed at any time, by request of the employee.

The District will make provisions for clerical, technological, and library support in conjunction with the assigned use of instructional technology/distance learning.

26.6 Joint Committee on the Impact of Technology
The parties to this contract need to reach agreement over issues such as: class size limitations, workload credit adjustments for course preparation and student communication time, travel to remote locations, and control over examination and grading responsibilities, support staff levels, and ownership of intellectual property.

The parties recognize that technological change may affect the terms and conditions of employment.
and professional duties and responsibilities of faculty. With this in mind, the parties agree to establish a Joint Committee on the Impact of Technology. The Committee shall, within the principles of academic freedom, address itself to any issue concerning or related to information technology and technological change in the College/District where there may be an impact on the terms and conditions of employment of members of the bargaining unit. The Committee shall consider issues of technological change and in that context the future well being of the LRCCD and its students and the members of the bargaining unit.

In keeping with this mandate, the committee shall consider and make recommendations to the parties respecting the following:

A. College/District computing/information technology goals and long range planning policies and their relationship to and impact on terms and conditions of employment, enrollment trends and new academic program development, and the security of current employees,

B. how support services and training opportunities for faculty can be developed and enhanced,

C. how communications respecting such matters as changes in available technology, support services and training opportunities can be improved,

D. issues respecting pre-packaged courses and distance learning courses; their development and delivery and issues respecting the purchasing such work.

E. issues which are directly related to workload/teaching load, may be referred by the Joint Committee on the Impact of Technology (JCIT) to a Committee on Teaching Load and Class Size.

F. policies respecting security and surveillance of electronic work activities such as e-mail and Internet access usage, etc.

The parties shall recommend to the Academic Senate that it remind its standing committees on computing and information technologies that the polices, procedures and practices they are considering make an impact on terms and conditions of employment of faculty. Such concerns should be conveyed to the Senate representative on JCIT who will bring them to the Committee’s attention.

The University Professionals of Illinois, AFT Local 4100, Chicago State University Chapter

Appendix G
Distance Education

1.1 Distance Education Definitions.

Computer Based Multi-media: courses that use CD ROMS, videodisk, and telecommunications link between the student and the CSU-faculty or staff member (e-mail, Internet).

Course Development: is either 1) creating a new course, or 2) converting or adapting an existing course to a distance education format.
Distance Education: instruction, which links CSU to remote off-campus locations. It shall include but not be limited to interactive print based, video conferencing, on-line courses, telecourses, and/or any combination of these multimedia delivery systems. These systems may be synchronous or asynchronous.

Print Based Only: traditional independent courses offered through CSU. Material such as textbook(s) and study guide(s) are all print-based.

Print Based plus Multi-Media: same as print based only, except that additional types of non-print material constitute a substantial part of the instructional materials/activities.

Satellite: courses delivered to remote sites by satellite uplink or downlink capabilities.

Site: any approved location where distance education takes place with an enrollment of six (6) or more students.

Teleclass: courses developed and produced by CSU faculty, staff or contractors. They may be developed for commercial use and utilize video technologies.

Telecourse: video, print, packaged Web base courses and other materials for courses purchased from vendors. Faculty or staff do not have to develop their own material beyond the course syllabus and course exams to teach the course.

Video Conferencing: interactive classes offered through hi-speed communication lines to off-campus sites. This appendix refers to courses taught from single or multiple sites and delivered to remote sites. This specifically includes classes using print-based material only, classes that combine print based material with multi-media, satellite, teleclasses, satellite telecourses, telecourses, computer based multimedia courses, and other courses that may emerge in the future.

1.2 Distance Education Committee.
   a. A standing committee will be created to study and make recommendations to the provost regarding quality, university support, and workload issues for the teaching of distance education courses. The committee will consist of 10 members: 7 faculty representatives, one from each of the Colleges, the Office of Graduate studies, Continuing Education and the Library, selected by the Union; and 3 members selected by the provost.

   b. The committee’s recommendations will provide information for future negotiations regarding distance education, workload and compensation. The Union and Administration mutually agree that they will enter into general on-going discussions on Distance Education, which shall include but not be limited to matters of compensation, quality, and assignment policy.

   c. The committee will routinely assess activities related to Distance Learning by academic departments, the Office of Distance Learning and the Administration. The Office of Distance Learning will collect this information, compile it and present it to the standing committee. These reports will include actions taken to meet the various responsibilities described in sections d-f.

   d. The Departments, as a whole, will:
      (1) In conjunction with the Distance Education Committee, recommend which existing and new courses are appropriate to be offered in a distance education format. New courses that
are being offered for distance education shall be approved by the existing process for course approval.

(2) By March, 2001, each academic department, as a whole, will develop a Distance Education policy that includes the following:
   (a) The extent of distance learning offerings which will be developed by the department.
   (b) The maximum number of distance learning courses a student can take to meet the requirements for a degree.
   (c) A rotation roster for faculty wishing to teach distance education courses.
   (d) Class size limits.
   (e) How distance education courses are to be evaluated.
   (f) Any special requirements for distance education courses in that discipline.

Distance Education

(3) Ensure that the structure of distance education offerings provide for timely and appropriate interaction between students and faculty and among students through distance learning technologies.

(4) Monitor the scope of course offerings, implementation of schedule, and develop criteria for offerings.

(5) Ensure the currency of materials and courses.

(6) Assume responsibility, monitor and review departmental distance education offerings, ensuring both the rigor of offerings and the quality of instruction. Prepackaged web based courses will be reviewed to ensure quality and program compatibility.

(7) Student evaluations are primarily for the assessment of the format of the instruction and may be used to determine the effectiveness of individual instructors in this teaching modality.

(8) Cooperate with the Department of Distance Learning to ensure that distance education students receive adequate on-line advisement.

(9) In conjunction with the Distance Education Committee, and the office of Distance Learning, the department will evaluate the education effectiveness of its distance education offerings (including assessments of student based learning outcomes, student retention, and student satisfaction) to ensure comparability to traditional courses.

(10) Ensure that students have access to and can effectively use library resources, laboratory facilities and equipment appropriate to the course or offerings.

(11) In the event that a departmental course is being taught by a person not in the CSU bargaining units, the Department will review the credentials of person(s) in question and make recommendations to the Provost.

e. The Department of Distance Learning is responsible for the following:

(1) Negotiate contracts with vendors and supervise the purchase of equipment and software
necessary to support the production of the Distance Education offerings.

(2) Present a workshop, on an annual basis, for faculty and departmental chairs, on pedagogy, technological ingredients of successful distance education courses, and copyright issues.

(3) Encourage faculty to reach and develop courses in distance education;

(4) Work with the University Advisement Committee to develop an effective on-line advisement system.

(5) Provide technical support and customer service to: a) faculty teaching a distance education course, and b) students taking a distance education course.

(6) Monitor the offerings and student enrollment and make suggestions to the Distance Education committee for improvements.

(7) Assist in the assessment of student capability to use distance education technology.

(8) Monitor and evaluate the effectiveness of the on-line service provider, its delivery of services, and compliance with the terms and conditions of the contract and ensure that the contract meets the University and student needs.

f. The University Administration will:

(1) Ensure that the technology used is appropriate to the nature and objectives of the offerings.

(2) Communicate to the University community distance education policies.

(3) Provide faculty support services specifically related to distance education offerings as recommended by the Distance Education Committee.

(4) Provide training for faculty who teach distance education offerings as recommended by the Distance Education Committee.

(5) Ensure that reasonable library resources, laboratory facilities, and equipment required by the distance education offerings are provided.

1.3 Assignments.

a. All credit bearing distance education courses shall be taught by bargaining unit members, except where a bargaining unit member is not available to teach the course. Assignment to teach a distance education course shall be based on the faculty member’s request, proficiency that is either demonstrated or certified and seniority. No faculty member shall be required to teach a distance education class.

If the distance education course offerings are limited and the number of faculty who desire to offer a distance education course exceeds the number of courses available to be offered by the University, a rotation plan will be developed by the Distance Education Committee based on program need, seniority.
b. When a faculty member teaches a distance education course that involves learning new technologies, she/he will be provided with the opportunity to be trained in those technologies. [No faculty member shall teach a distance education course using new technologies without adequate preparation and prior opportunity to prepare materials required using the new technologies.] All new Distance Education faculty must complete an orientation workshop conducted by the office of Distance Learning. Faculty members teaching a distance education course will receive clerical, logistical, and technical support as recommended by the Distance Education Committee.

c. Student evaluations are primarily for the assessment of the format of the instruction and may be used for personnel decisions.

d. CUE adjustments for credit bearing distance education courses:

   (1) Initial Preparation.
   A minimum of 3 CUE's for the time involved in the initial modification course introduction, syllabus, special instructions, lectures, notes, instructive diagrams, miscellaneous presentation materials, exams, quizzes and videos.

   (2) Periodic Maintenance.
   A faculty member teaching the same computer based multi-media course will receive CUE's for the maintenance of the course. Maintenance includes documented redevelopment and updating web material as appropriate for the topic including, but not limited to, the identification of new materials and web links, and implementation of new software. A faculty member will receive 1.0 CUE for course maintenance upon providing a report of changes undertaken to update the course. The report must be approved by the Distance Learning Department for payment of maintenance CUE's.

   Maintenance cues are payable upon completion of the second (2nd) offering; after every third (3rd) offering (excluding summer sessions) and on a special basis.

   Payment of special maintenance is contingent upon approval by the department, the Distance Learning Committee and the Officer of Distance Learning.

   (3) Satellite or Video Conferencing Sites.
   Compensation will be governed by class size as defined by Appendix E of the Contract.

   (4) Computer based on-line class Enrollment.
   Faculty will receive the same number of CUEs received for a traditional (on campus) class. The maximum enrollment per section will be 25.

   (5) Distance education courses and additional CUEs assigned for preparation and enrollment will be part of the faculty member's yearlong assignment of duties.

   (6) Original courses developed exclusively for on-line technology may be negotiated by external contract in which CUEs compensated on a pro-rata basis. Such courses may be funded by various internal or external grants.
1.4 Copyright and Ownership of Material

a. Definitions

(1) Scholarly Work. A copyrightable work whose primary goal is to disseminate academic or scholarly knowledge or is a work of artistic expression and under most circumstances the University waives all ownership interests in Scholarly Works.

(2) Copyrightable Work is any creative work that is protected under the copyright laws of the United States. Copyright protection is available for most literary, musical, dramatic and other types of creative works including: computer software, teaching materials, multimedia works, proposals, and research reports.

(3) University Commissioned Work. The University will own any telecourse created or developed by faculty or staff who are specifically hired or commissioned by the University for the purpose of developing, maintaining and operating distance learning courses (100% time), unless otherwise provided by written agreement between the individual and the University.

(4) Rights to online classroom, educational and professional materials. When receiving cues or using University resources faculty and staff own joint (50/50) rights to materials prepared for online educational and professional purposes and shall be entitled to the joint (50/50) benefits of any royalties derived therefrom. When not receiving cues or using University resources in development faculty and staff own all rights to materials prepared on their own initiative for online educational and professional purposes and shall be entitled to the all benefits of any royalties derived therefrom.

The faculty or staff member has the right of first refusal involving teaching assignments for online courses he or she created involving the use of these materials.

(5) Exceptions to Faculty and Staff rights. If a faculty or staff member is unable to teach her/his distance education course(s) because of illness or personal emergency, automatic permission is given by the incapacitated faculty member for the use of her/his course material. The department shall identify a qualified member of the faculty to complete course instruction. Said permission terminates on either: 1) the faculty member’s return to the distance learning class or 2) the end of the semester, whichever event occurs earliest.

Cook County College Teachers Union, AFT Local 1600, South Suburban College Faculty Association, South Suburban College

Article 6 / Section 6.2
Distance Learning Committee

The charge of the Distance Learning Committee is (1) to coordinate the use and development of all forms of distance learning (including audio-tutorial courses, telecourses, interactive television courses using compressed video/audio, courses taught through ITFS and cablecast, courses taught over the Internet, online, LANs and WANs; (2) to develop, evaluate and modify policies and procedures relating to distance learning programs; (3) to make recommendations of courses that will be offered and received at the College through distance learning alternative delivery to the Vice President of Academic
Affairs; and (4) to make recommendations to the appropriate administrator regarding other issues
directly related to all forms of distance learning.

Representation consists of the three (3) administrators appointed by the Vice President of Academic
Affairs, the Instructional Technology Center Instructor, and six (6) faculty members with representa-
tion from Liberal Arts and Sciences and Career Education, appointed by the Faculty Association
President. The Committee selects from among its membership a Chair, who must be a faculty member

**Article 6 / Section 6.17**

**Distance Learning**

A. As used herein, distance learning shall be defined as any audio-tutorial course, telecourse, interac-
tive television course, online class delivered through the Internet and/or a web-enhanced course.
Telecourses include those courses where teaching materials such as videotapes, study guides, course
objectives and the like have been prepackaged or prepared by an individual, individuals, agency, or
agencies outside the College and for which the College is paying a leasing or purchasing fee in order to
maintain usage rights. Telecourses shall apply either to a faculty member's regular teaching load or to
overload (additional services), subject to the provisions of Section 10.4, EXTRA WORK/OVERLOAD
OPPORTUNITIES and SECTION 6.13. LOAD. Class size for audio-tutorial and telecourses are subject
to the provisions of SECTION 6.14, CLASS SIZE, Letter H.

B. Interactive television courses include classes provided through the State codex system that are syn-
chronous presentations that can be either unicast (from source location to a single reception site or
multicast (from source location to a variety of reception sites).

Classes scheduled to be broadcast using interactive television technology will be proposed by faculty
within individual departments. Classes to be received from other institutions will be proposed by
those institutions and/or recommended by individual departments. The Distance Learning
Committee will review these proposals and recommend to the appropriate administrator which class-
eses shall be transmitted and/or received.

No class shall be scheduled or received via interactive television from another institution if that course,
or its equivalent, is scheduled to be offered at the College in the same semester as the proposed receipt
of the interactive television course. Furthermore, no faculty member shall be prevented from creating
a new course, according to the guidelines of the Curriculum committee, regardless of the fact that the
new course, or its equivalent, is or might be available via interactive television.

The decision as to whether or not to teach a course shall be exclusively at the discretion of the faculty
member. If a faculty member creates a new course, or redesigns an existing course, which is approved
and scheduled to be taught via interactive television, the faculty member shall be paid $500.00 for each
such course at the beginning of the semester in which the course is first scheduled to be offered via
interactive television.

If a faculty member is scheduled to teach a course utilizing the interactive television system, the facul-
ity member shall not be bumped by other faculty who have not received the appropriate training in the
use of the interactive television equipment.

The class size shall be the same as in SECTION 6.14, CLASS SIZE with the exception that no more than
twenty-four (24) students will be at the origination site and no more than ten (10) students will be at
the receive site, without the written approval of the faculty member. The interactive television course
will not be transmitted to more than one (1) off-campus location without the prior written approval of the faculty member assigned to teach the course. Furthermore, no course will be sent to more than one (1) site without the written approval of the faculty member. Over-enrollments may be accepted by the faculty member in accordance with SECTION 6.14. CLASS SIZE.

The faculty member will videotape the course at the origination site for use by currently enrolled students at the receive site in the event of failure of the interactive television technology.

The method of dissemination of the videotapes to the above students is at the discretion of the faculty member. The video tapes (or any copies thereof) shall be the exclusive property of the faculty member and shall not otherwise be used without the written approval of the faculty member assigned to teach that course via interactive television. The faculty member shall retain all rights to the videotape (and any copies thereof). Unless at the request of the faculty member, no videotape shall be used for the purposes of evaluation, including, but not limited to, evaluation of a faculty member’s performance, student disputes of any type whatsoever, grievance procedures and tenure evaluations.

C. Online courses include classes provided almost exclusively through the use of the Internet whereas students may have face-to-face contact with instructional personnel only for initial orientation and evaluative experiences.

1. All standards, guidelines, or practices used for online courses that existed prior to summer 2001 shall not constitute past practice.

2. Faculty who wish to develop a course in an online format shall make a proposal to the Vice President of Academic Affairs (or another academic administrator designated as his/her representative for this purpose). This proposal shall consist of 1) a request to develop the course in an online format, 2) a summary of all projected development activities and materials, and 3) a description of any commercially prepared materials to be used in the course.

The Vice President of Academic Affairs (or another academic administrator designated as his/her representative for this purpose) has the right to reject a proposal, but must give reasons in writing to the faculty member for any such rejection.

3. Faculty members engaged in the development of an online course shall receive payment upon the Vice President of Academic Affairs (or another academic administrator designated as his/her representative for this purpose) certification of the faculty member’s satisfactory completion of developmental activities and delivery of course materials as outlined in the initial proposal.

4. Course materials (exclusive of the course shell) developed by a faculty member are the sole and exclusive property of the faculty member, subject to the following provisions:

- The course shell (defined here as course objectives, course outline, course syllabus, and course assignments) is the common property of both the faculty member and the College.

- Faculty members must inform the Vice President of Academic Affairs in writing when they sell online course materials that they have developed.

- Faculty members who have received a stipend to develop a course in online format and who then sell course materials developed in the endeavor must recompense the College for the amount of the stipend.
5. The faculty member who has developed an online course will be given priority to teach the online section of the course. If more than one faculty member has developed a particular course in an online format, then the instructor for the online section(s) will be determined by the departmental rotation policy.

6. It is the faculty member's option to house an online course on the College course tool servers and/or third party servers approved by the College. The College will provide reasonably secured and web-accessible storage for online courses. The College will not be responsible for lost, stolen, or corrupted materials stored on its servers. The College reserves the right to access online courses at any time for maintenance purposes.

7. Faculty members engaged in teaching a course or courses in an online format during a given semester have the option to schedule one (1) "virtual" office hour during that semester. A "virtual" office hour in this context means an hour in which the faculty member is available for synchronous conferences or message exchange with students online. Such "virtual" office hours must be scheduled and noted in the faculty online syllabus.

8. Online courses shall have a maximum enrollment of twenty-four (24).

9. Online courses shall be paid in the same fashion as traditional courses.

10. When development of the online course has been completed as specified in LETTER C, NUMBER 2 of SECTION 6.17, the faculty member responsible for development shall receive a stipend of sixteen hundred dollars ($1600.00) for the course.

If, in the estimation of the Vice President of Academic Affairs, a course is developed by a faculty member using extensive commercially prepared materials, or the course is based substantially on an existing College online course, then the stipend for the course shall be reduced to one thousand dollars ($1000.00).

When development of further courses, beyond the initial two (2), in an online format has been completed as specified in LETTER C, NUMBER 2 of SECTION 6.17, the faculty member responsible for development shall receive a stipend of one thousand dollars ($1000.00) for the course.

The faculty member shall be given written notification at the time of the acceptance of the development proposal (as specified in LETTER C, NUMBER 2 of SECTION 6.17) of the stipend amount.

D. Web-enhanced courses are courses supported by materials that are available online and are presented through technological means via a webpage and/or through course authoring products that augment classroom instruction. These materials could include: a syllabus, course calendar/outline, policy documents, supplemental readings, lecture notes, Internet links, presentation materials, (e.g. Powerpoint) textbook publisher supplied materials and/or streaming video.

All standards, guidelines, or practices used for web-enhanced courses delivered or received prior to Fall 2001 shall not constitute past practice.

Faculty who wish to develop a web-enhanced course shall make a proposal in writing to the Vice President of Academic Affairs (or another academic administrator designated and his/her representative for this purpose). This proposal shall consist of 1) a request to develop the web-enhanced course,
2) a summary of all projected development activities and materials, and 3) a description of how materials will accord with the institutionally approved guidelines for web-enhanced courses.

The Vice President of Academic Affairs (or another academic administrator designated as his/her representative for this purpose) has the right to reject a proposal, but must give reasons in writing to the faculty member for any such rejection.

Faculty members engaged in the development of a web-enhanced course shall receive payment upon the Vice President of Academic Affairs (or another academic administrator designated as his/her representative for this purpose) certification of the faculty member's satisfactory completion of development activities and delivery of course materials as outlined in the initial proposal.

When development of a web-enhanced course has been completed as specified in LETTER D, NUMBER 2 of SECTION 6.17, the faculty member responsible for development shall receive a stipend of Three Hundred Dollars ($300.00).

Faculty members engaged in web-enhanced courses may request to schedule a virtual office hour from the Vice President of Academic Affairs.

1.1.1 Faculty Association/Suffolk Community College, AFT Local 3038, Suffolk County Community College

1.1.2 Attachment "A"

Distance Education

I. Definition:
The term "Distance Education" (hereafter referred to as DE) refers to instruction which links any SCCC campus or other SCCC instructional sites to one another and/or to remote facilities located at off-campus locations. It shall include but not be limited to interactive video transmission, online courses, telecourses and/or any combination of these multimedia delivery systems. These systems may be synchronous or asynchronous.

II. Distance Education Course Development:
A. Course development is recognized as either 1) creating a new course, or 2) converting or adapting an existing course to a distance education format.

B. Departments shall determine which existing courses are appropriate to be offered in a DE format; shall initiate the approval process for new DE courses within the discipline and shall determine how many DE courses can be offered each semester. Such determinations shall follow existing College course offerings, development and approval processes.

III. Assignments:
A. All DE courses offered by the College shall be taught by Unit III faculty members.

B. No faculty member shall be required to teach a DE format course.

C. Assignment to teach a DE format course shall be based on a faculty member's request, proficiency
that is either demonstrated or certified, and seniority.

D. For the purposes of assignment and seniority, DE courses shall be treated as special topics courses and shall follow the existing College procedure for the assignment and duration of such assignment. (I.e., if more than one faculty member in a discipline requests to teach an existing course in the DE format, the most senior faculty member making the request will be assigned the course for a period not to exceed two semesters, at the end of which the next most senior faculty member making the request will be given the assignment. When all faculty members in a discipline have been given the opportunity to use a DE format, the future assignments for DE formats shall be based on seniority.)

E. Synchronous and asynchronous DE courses shall not be rebroadcast without the expressed written approval of the faculty member who taught the course.

F. The College shall not sponsor a DE course offered by any other institution or provide a reception site for any course that would compete with an SCCC course currently being taught and/or listed in the College catalog.

IV. Class Size:
A. The class size maximums in effect for existing courses shall apply to such courses that have been converted to a DE format.

B. Class size maximums for new courses developed for a DE format shall be determined through the existing College curriculum development procedures.

C. During the pilot project effective January 1, 1999 through August 31, 2002, the class size maximums for asynchronous courses shall be 2/3 of the maximum for a corresponding or similar course that is taught in a traditional format.

V. Distance Education Formats:
A. Telecourses are commercially prepared courses that SCCC has purchased and offer to enrolled students via video transmission. Such courses require an on-campus component which shall be taught by an SCCC faculty member. Five (5) on campus meetings are required for each three credit hour telecourse offering; seven (7) for a three credit hour course with a lab component. For telecourses that are fewer or more than three credit hours, a proportional number of on-campus meetings will be required.
   1. Assignments to telecourses shall be based on seniority.
   2. Faculty members who teach telecourses shall be accessible to their telecourse students in between on-campus meetings, which may include e-mail, voice mail or telephonic communication or in person consultations, to be determined by the individual faculty member.
   3. Faculty members shall be compensated at the contractual credit hour rate for their rank per course for each telecourse taught.

B. Synchronous distance education courses are generally live interactive video transmissions to one or more instructional sites.
   1. Initially two (2) remote sites shall be used for any one synchronous DE course.
   2. Each site shall include appropriate support staff:
      a. An audio-visual professional assistant shall be made available at each site for technical support at both the beginning and the end of each transmission and for assistance during the transmission.
      b. The College shall provide other non-faculty staff assistance to distribute, collect and fax
materials at remote sites and to proctor tests/exams at the remote sites, as required by the instructor.

c. The College shall also provide other staff assistance as necessary for safety and security concerns at remote sites.

3. Faculty members who teach synchronous distance education courses shall be accessible to their students through e-mail, fax, voice mail or telephonic communication or through in person consultations, to be determined by the individual faculty member.

4. No synchronous DE course shall be taped without the faculty member’s permission.

C. Asynchronous distance education courses are those that are not conducted in real time. The course content, assignments and all student/student or student/faculty interaction is conducted online via computer over the Internet.

1. Online courses are faculty developed.

2. Faculty who teach asynchronous distance education courses shall be accessible to their students through the various dial up modes of communication, such as e-mail, fax and/or voice mail.

VI. Intellectual Property

A. Faculty (individually or as a team) who convert or develop alternative delivery instructional materials for a course, part of a course or other instructional materials into an alternative instructional delivery mode shall retain ownership of such materials and exclusive use thereof (except as provided herein) provided, however, that neither the College nor College students shall have to pay a licensing fee for the use of such materials in connection with a course taught at the College.

B. If the College initiates or provides unusual or extraordinary support not accessible to all faculty, then the College will enter into an ownership agreement with the faculty member using guidelines developed by the Joint Labor/Management Committee. Such guidelines may include such principles and policy positions as developed by the SUNY/CUNY/California State University Consortium for Educational Technology in University Systems.

VII. Training/Faculty Development/Course Modification/Course Development

A. The College shall provide periodic general training for the various DE formats for faculty on all campuses.

B. The College Distance Education Committee shall be charged with establishing guidelines to determine the level of technological proficiency required by a faculty member in order to teach a course in any one of the DE formats.

C. From January 1, 1999 through August 31, 2002, a pilot project shall be created to encourage faculty to develop synchronous and asynchronous courses and other innovative technological instructional materials/tools. Under this pilot project the following provisions shall be instituted:

1. The first time a faculty member is selected to teach a synchronous or asynchronous DE course, he/she shall receive three (3) credit hours of either release time or overload compensation the semester prior to the DE assignment for the purposes of training and/or course modification. Such training may also include proficiency training for the DE format of the course.

2. Under Article V, D, 5 up to $10,000 per year of the total amount allotted to Faculty Development and Retraining Leaves shall be set aside for faculty members to take courses pursuant to each applicant’s plan to enable said applicant to teach or develop DE courses. Tuition for courses taken for this approved purpose shall be reimbursed at the 100% level.
VIII. Labor/Management Committee on Technology and Distance Education

A. Charge
The parties recognize that technological change may affect the terms and conditions of employment and professional duties and responsibilities of the faculty. The parties also recognize that issues involved with technological change and their impact on faculty are evolving and may not be anticipated or cannot be appropriately researched and resolved during the current round of bargaining. With this in mind, the parties agree to establish a Labor/Management Committee on Technology and Distance Education. This joint committee shall address itself to any issue concerning or related to information technology, technological change and distance education in the College where there may be an impact on the terms and conditions of employment and professional responsibilities of members of the bargaining unit.

B. Issues
In keeping with this understanding, the joint committee shall consider and make recommendations to the parties with copies to the governance chair(s) respecting the following:

1. College technology and distance education goals and long-range planning policies and their relationship to and impact on professional responsibilities and terms and conditions of employment;
2. How support services, training opportunities and proficiency qualifications for faculty can be developed and enhanced;
3. How communications respecting such matters as changes in available technology, support services and training opportunities can be improved;
4. Compensation and workload which may include the number of sites and other factors that also affect workload;
5. Issues which are directly related to class size may be referred by the Labor/Management Committee to the Class Size Committee;
6. Policies regarding privacy, security and surveillance of electronic work activities as they affect distance education, such as e-mail, Internet access, usage, etc.;
7. Policies regarding ownership of intellectual property;
8. Policies and communication with regard to the use and retention of material used in the distance education format.
9. Policies regarding reciprocal agreements with other institutions regarding distance education courses.

C. Composition and Responsibilities
1. Within thirty days of the signing of this agreement, the College and the Association agree to form the Labor/Management Committee on Distance Education and Technology. This committee shall consist of four (4) members appointed by the Association and four (4) members appointed by the College Administration and shall meet regularly throughout the year. Either party can call a meeting with at least seven (7) days notice.
2. The Labor/Management Committee shall have the authority to develop policies and procedures regarding technological change and distance learning applications that are consistent with the terms and conditions of this agreement.
3. The Labor/Management committee shall not have the authority to add to or modify in any way the terms of this agreement. It shall function in an advisory capacity to the Association and/or the College with regard to technology and distance education issues that affect or have an impact on the working conditions of faculty.
Centralia College Federation of Teachers, AFT Local 4469, Centralia College

ARTICLE XI
Distance Education

Section 1. Definition.
A. For purposes of this Article, distance education will include courses offered on-line and interactive 2-way audio visual. This includes courses developed at Centralia College or by external groups such as Washington On-Line.

Section 2. Participation.
A. Participation in the development of and teaching of distance education courses shall be voluntary. A decision not to participate shall not be reviewed in a negative manner.

Section 3. Development.
A. Faculty will be paid an individually negotiated stipend for distance education courses developed at Centralia College.

Section 4. Approval Process.
A. All distance education courses must be reviewed for inclusion in the Centralia College curriculum according to the same procedures and standards as traditional classes.

B. The qualifications of faculty teaching distance education classes must be consistent with those of Centralia College faculty.

Section 5. Workload.
A. Class size established for distance education courses will not exceed the enrollment capacity established for similar courses offered in the traditional delivery mode.

B. Distance education courses may be part of a full-time faculty member’s load or as an adjunct contract at the adjunct credit rate.

C. Grading procedures, textbook selection, class scheduling and faculty evaluations will follow the same policies and procedures established for traditional courses.

Section 6. Support.
A. Technical support necessary for class delivery will be provided by the College.

B. The College will make every effort to provide access to equipment necessary for effective delivery of distance education.

C. If a distance education instructor travels to a site, the College will compensate for travel in accordance with state policies.

A. Faculty members who develop distance education courses retain the right to copyright such courses.
B. Faculty members maintain ownership of course content and have the right to market the course(s) privately for profit. The College has the right to use, free of charge, the most current version if it was developed with College funds or technical support. All non-electronic course materials are the property of the faculty member and are not to be retained by the College.

C. Courses will not be taped for future course programming. Sessions will be taped for the sole purpose of student review or system failure. The tape will be available for appropriate student uses for two weeks after the class session. At the discretion of the faculty member, the tape may then be destroyed or kept by the faculty member.

Section 8. Non-supplanting.
The inclusion of distance education classes into the Centralia College curriculum shall not result in the reduction of full-time faculty.

Section 9. Annual Review.
A. The College and the Federation will participate in an annual review of distance education each Spring quarter. Topics to be considered include but are not limited to, preparation time, office hours, class capacity, compensation, technical support, and number of classes offered.

AFT Guild, San Diego Community College, AFT Local 1931, San Diego Community College District

7.12 Distance Education

7.12.1 Expanding student access, not increasing productivity or enrollment, shall be the primary determining factor when a decision is made to schedule a distance education course. There will be no reduction in force of faculty (as defined in Article XXV of this Agreement) as a result of the District’s participation in distance education.

7.12.2 Courses considered to be offered as distance education shall be defined in accordance with the Board of Governors’ Title 5 Regulations and Guidelines. Generally, this definition refers to courses where the instructor and student are separated by distance and interact through the assistance of communication technology (reference section 55370 of Title 5 California Code of Regulations). The determination of which courses in the curriculum may be offered in a distance education format, in addition to instructor/student contact requirements, shall be in accordance with the Title 5 California Code of Regulations.

7.12.3 Class section capacity for distance education courses shall be established prior to the beginning of the enrollment period for each course and shall be governed by the provisions of Article VII, Section 7.6, above. The class size of a distance education course shall be computed by summing the total enrollment from all of the sites where the particular course is being received.

7.12.4 The decision regarding whether or not to accept a distance education assignment shall be at the sole discretion of the faculty member. Faculty will not be sanctioned or adversely evaluated in any way for refusing a distance education assignment. A distance education assignment will count toward the faculty member’s load as would the comparable regularly scheduled, traditionally delivered, course assignment.
7.12.5 The District shall provide training, logistical, instructional, and technical support to faculty with distance education assignments.

7.12.6 Prior to the rebroadcast of a distance education course for which a faculty member provided the primary means of instruction, the District and the affected faculty member shall meet and negotiate the terms and conditions of the rebroadcast.

Henry Ford Community College Federation of Teachers, AFT Local 1650, Henry Ford Community College

XII. DISTANCE EDUCATION

A. Definition
Distance Education shall refer to any instruction transmitted and/or delivered to a student(s) at a remote site by means such as, but not limited to, electronic communication, telecommunication, compressed video, computer, satellite, video/ audio tape or CD, on-line technology, printed materials, or any combination thereof. It shall also refer to any instruction delivered from a remote site to the College by such means.

B. Course/Program Integrity
1. Distance Education delivered by the College, delivered under its auspices, or received by the College shall be subject to initial approval, review, and reapproval of the division(s)/department(s) traditionally responsible for instruction of the subject matter and/or content of the Distance Education offering.

2. The Board agrees that Distance Education shall not be offered or received by the College so as to cause the layoff of Bargaining Unit members or preclude the hiring of replacements in vacated Bargaining Unit positions.

3. A teacher shall not be required to teach a course by means of Distance Education.

4. Teachers desiring to teach a Distance Education course shall be afforded the opportunity based upon the course assignment policies of the teacher’s division/ department and relevant provisions of the collective bargaining agreement, provided that the teacher demonstrates to the division/department satisfactory proficiency in the delivery system(s).

5. The College shall, throughout the development and delivery of a Distance Education course, provide the institutional and technological support services, support systems, support personnel, and teacher training in the relevant technology(ies), as determined necessary by the teacher, the division/department offering the course and the College Administration.

6. A teacher who develops a Distance Education course shall have priority in teaching that course for a period of three (3) years immediately subsequent to its development, up to the limits of the teacher’s contractual teaching load and the contractual limits relative to extra-contractual teaching.

7. The College agrees not to rebroadcast any Distance Education course or instructional material, which may have been developed with that capacity, three (3) years subsequent to the completion of its development, without written approval of the teacher(s) who developed the course/ material.

8. Evaluation of instruction in a Distance Education course shall be in accordance with instructional evaluation provisions agreed to by the Union and College.
C. Compensation

1. A teacher preparing a Distance Education course shall be afforded up to four (4) contact hours of contractual released time or up to four (4) contact hours of extra-contractual assignment, at the teacher’s option, during the College year immediately preceding the semester during which the Distance Education course is to be initially offered.

2. The number of weekly teacher-student contact hours of any Distance Education course shall be used to determine its portion of a teacher’s contractual teaching load or in calculating extra-contractual compensation, provided the number of weekly teacher-student contact hours for the Distance Education course does not vary from that of the course as taught in a traditional delivery mode.

Should the number of weekly teacher-student contact hours of a Distance Education course vary from that of the course taught in a traditional delivery mode, the portion of a teacher’s contractual teaching load that such a Distance Education course constitutes and/or the extra-contractual compensation for such a course shall be subject to negotiation and agreement with the Union, prior to the offering of the course.

3. The weekly contact hours used to determine a teacher’s contractual assignment or extra-contractual compensation for a course, not currently or previously taught at the College in a traditional delivery mode, shall be subject to negotiation and agreement with the Union, prior to the offering of the Distance Education course.

4. The College shall assume, if preapproved, the charges associated with correspondence, telephone, e-mail, or other forms of communication between teacher and student(s) which may be incurred in the conduct of Distance Education, whether incurred at a campus or off-campus location.

5. The compensation afforded a teacher whose Distance Education course is rebroadcast shall be subject to negotiation and agreement with the Union, prior to the rebroadcast of the Distance Education course.

D. Class Size

1. The class size for any Distance Education course which is offered at the College in a Distance Education delivery mode shall be that class size established for the course as taught at the College in a traditional delivery mode.

2. The class size for a Distance Education course not currently or previously taught at the College in a traditional delivery mode shall be subject to negotiation and agreement with the Union, prior to the offering of the Distance Education course.
able to the students enrolled in the course at a pre-determined area for the number of contact hours for that course. These hours will be assigned as part of a normal load and the hours must be scheduled in addition to normal office hours.

C. Course Development - Courses may be developed from a pre-existing course or may be newly created. Course development may occur in one of two ways following agreement between the appropriate Dean and faculty member.

1. The faculty member may use his/her own materials and time to develop the Distance Learning Course, to procure the ownership of the intellectual property rights associated with such course development to the extent such ownership rights are consistent with applicable law.

2. Payment for development of a Distance Learning Class will be made utilizing the number of course contact hours and Article XII - Section 12.05 - Supplemental Compensation (Curriculum Development). The ownership of the intellectual property rights when courses are developed this way belongs to the College for use at the College, however, when the College sells these materials outside of Terra Community College, the faculty member that developed the materials will be entitled to ten percent (10%) of the net revenue generated by the sale.

The teacher has ownership of the course that he/she created for purposes of instruction (i.e. the faculty member has first refusal rights to teach that class). If, however, he/she does not wish to teach the course, another teacher may deliver that course.

D. Distance Learning Course Incentive - Any member of the bargaining unit that is teaching a Distance Learning Class for the first time will receive an incentive stipend equal to two (2) quarterly overload hours.

E. Effect on Reduction in Force - The implementation of Distance Learning Education will not be utilized for the purpose of reducing the number of full full-time faculty.

Shoreline Community College Federation of Teachers, AFT Local 1950, Shoreline Community College

ARTICLE XIX
Distance Education

This Article establishes procedures and compensation guidelines for the preparation, presentation, transmission or retransmissions of electronically purveyed instruction (distance education).

Section A. Purpose
The purpose of teaching with technologies is to enrich and to increase availability of the curriculum offerings to SCC students.

Section B. Definitions
Asynchronous Courses: courses with few, if any, same time, same place meetings.

Distance Learning Courses: courses designed to be asynchronous, including telecourses which rarely have site and time bound meetings.
Hybrid Courses: courses scheduled for part of the time on campus (site bound) but at least 50% asynchronous and not site bound.

Site Bound Courses ("Same Time, Same Place"): courses that meet at a specific time and place, usually on campus. Such course may use asynchronous technology but follow a regular site bound class schedule.

Telecourses: courses whose content is viewed primarily on video cassettes and which meet a minimum of once per quarter but no more than once a week.

Section C: Types of DL Courses
- Telecourses
- Asynchronous
- Hybrid

Section D: Course Development Approval Process
When the College wishes to develop distance learning curriculum, the College shall first offer all Shoreline faculty the opportunity to submit application to develop the course(s).

Qualified applicants shall be hired through the normal college hiring process and shall have demonstrated competency in the field or discipline in which the course is being developed.

Faculty members selected to develop distance learning courses shall receive appropriate training and technological support.

Section E. Course Assignment Process
When assigning the teaching of Shoreline Community College’s distance learning courses, the College shall:

1. assign only faculty who have been hired through the normal college hiring process.

2. assign classes to interested faculty in conjunction with planning committee (Appendix A, Article III, Section B.4.) using the following criteria:

   A. Faculty with demonstrated competency in the field or discipline

   B. Faculty who meet distance learning technological and pedagogical standards

   C. Faculty who have developed their own distance learning class(es) under the auspices and with the support of the College

   D. Tenured academic employees

   E. No academic employee shall be required to teach a distance learning class

Section F. Released Time
Faculty developing DL courses, as a college sponsored effort, shall be given at least a minimum of 1/3 release time for one quarter to develop a distance learning class of 5 credits or proportionately less for fewer credits. In cases of difficult courses, or extensive major duty areas, additional time may be mutually agreed to between the faculty member and the College.

(The assumption is the College will provide 5 (1/3 of quarter) of the above released time projects each
Section G. Workload
Academic employees teaching credit-bearing courses via distance education shall earn workload
hours in accordance with Appendix A, Article III, Section B: Teaching Load-Contact Hours.

Section H. Other
Intellectual Property: Ownership of Intellectual Property created through Distance Education shall be
governed by the provisions of Appendix A, Article III, Section G.9: Copyrights, Patents and Telecourses.

Privacy: The College shall take reasonable steps to ensure that the needs for privacy of e-mail and on-
line interaction are being respected as long as the employee is adhering to state ethics guidelines for
usage. In cases where usage must be monitored administratively for adherence to ethics guideline, the
employee shall be notified.

The Mohawk Valley Community College Professional Association,
AFT Local 2839, Mohawk Valley Community College

5.14 Instructional Technologies
C. Web-Based Courses

1. Definition. A web-based course is a course approved by the College for online instruction or that part of a course that is approved by the College for online instruction.

2. Basis of Participation. Participation in web-based courses shall be voluntary for all bargaining unit members unless a bargaining unit member is otherwise informed in the appointment letter.
3. Technical Support. The College is committed to providing the best training and technical sup-
port possible to instructors of web-based courses both during the developmental period and when the course is offered. The statement of principle contained herein and the commitment to training con-
tained herein are not subject to the arbitration step of the grievance process.

4. Class Size. Prior to the original development of any web-based course, the expected class size cap
for that course will be communicated in writing to the bargaining unit member developing that course. At the time a bargaining unit member is assigned to teach a web-based course, the College will notify the bargaining unit member in writing of the class size cap for that web-based course.

5. Compensation. Once the terms of the contract between the unit member and the College are ful-
filled, the College shall compensate each bargaining unit member who develops an approved web-
based course as follows for original course development:

First three credit-hour course developed $1,100
Second or subsequent three credit-hour course developed $850

Compensation for developing courses with fewer or more than three credit-hours will be prorated proportionately based upon credit hours. Development monies will be paid in two equal installments, the first half-way through development and the second when the terms of the contract are met.
A bargaining unit member who is approved to modify a course developed by someone else will be compensated $250 per three credit hour course with proration as above. This amount may be increased at the discretion of the College.

The College shall provide additional compensation to each bargaining unit member who teaches a web-based course as follows:

**First three credit-hour course taught:**
First semester $1,000  
Second semester $400

**Second or subsequent three credit-hour course taught:**
First semester $850

Compensation for teaching courses with fewer or more than three credit hours will be prorated proportionately based upon credit hours.

Compensation for developing or teaching part of a course (e.g. the lecture part of a lecture and lab course) will be based on the number of credit hours assigned by the College to the part of the course developed or taught.

Bargaining unit members who develop a web-based course will be expected to teach that course for at least one semester.

6. **Ownership.** Except as provided in this section, a bargaining unit member who develops a web-based course in conjunction with the unit member’s job or teaching assignment, with any extended time or released time, or as a project authorized or directed by the College, shall own that course. For the purpose of determining authorship, the development of a web-based course shall not be construed as work for hire. No part of the course may be used, altered, or modified by the College without the written permission of the unit member. An entire web-based course developed with the support of the College may not be used in competition with the College without the written permission of the College.

7. **Administrative Observation.**
   1. For the Purpose of Formal Evaluation. Observation of web-based courses for the purpose of formal evaluation shall follow the same procedures used for observation of classes taught by other methods.

   2. For Other Purposes. The College may observe web-based courses for other purposes, including but not limited to compensation pursuant to Section 5.14.C.5 and adherence to third-party requirements. In such instances, the College will notify the instructor in advance in writing (which includes e-mail) of the section to be observed, when the observation will begin and when the observation will end. The College may visit web-based courses for the purpose of response to technical problems without prior written notification.
THERE HAS BEEN A GREAT DEAL OF DEBATE OF THE EDUCATIONAL quality and effectiveness of technology-mediated courses and programs, specifically web-based courses. This section of the Review, will, over time, focus on a variety of those educational issues through a collection of research papers written by AFT faculty members working with educational technologies. In this edition of the Review, Cynthia Villanti, faculty member at Mohawk Valley Community College, examines the pedagogical pros and cons of hybrid or blended courses, an issue that is worth particular attention since these course currently represent a key area of expansion for technology-mediated instruction.
In this edition of the Review, Cynthia Villanti examines the pedagogical pros and cons of hybrid, or blended courses, an issue that is worth particular attention since these courses currently represent a key area of expansion for technology-mediated instruction. Villanti is a faculty member at Mohawk Valley Community College and chair of the New York State United Teachers Community College Distance Education Committee.

The Inevitable Convergence of Bricks and Clicks:
On the Pedagogical Effectiveness of Hybrid Courses and Implications for Higher Education Faculty and Unions

Introduction: Motivations for Involvement in Distance Education
In “The paradoxes of online academic work,” Leonard Shedletsky and Joan Aitken conclude their analysis with a discussion of why several paradoxes of technology in higher education exist. One reason, they assert, has to do with different motivations for involvement in distance education: “Another explanation for the paradoxes of technology is that educators and administrators have different purposes for their actions. Usually the teacher is concerned with the quality of the course; the administrator is concerned with the expenses.” Many researchers have debated the wide continuum of administrative and faculty motivations for pursuing distance education (DE) at American colleges and universities—especially with regards to fully online courses and programs.

Early in the development of fully online courses, administrators often viewed DE, in part, as a means by which to solve the pressures of educating a student population growing both in size and diversity as well as budgetary problems exacerbated by declining state and federal funding. Administrative pressure to remain competitive was fueled by overenthusiastic early DE proponents both within and without the academy, such as business theorist Peter F. Drucker, who declared in a 1997 Forbes interview that “thirty years from now the big university campuses will be relics....The college won’t survive as a residential institution. Today’s buildings are hopelessly unsuited and totally unneeded” (Lenzer and Johnson 128) and the president of Columbia University’s Teachers College, Arthur Levine, who famously intimated in a 2000 New York Times article that brick-and-mortar colleges would soon be obsolete. With Educause establishing the National Learning Infrastructure Initiative and similar organizations calling for the transformation of higher education, many felt that “clicks”—fully online courses and virtual universities—would inevitably replace “bricks”—on-campus courses and traditional bricks-and-mortar colleges and universities.*

Simultaneous with this bandwagon rush to offer as many courses as possible fully online, however, a sizable group of faculty have been resisting fully online courses—not because they are neoLuddites or technophobes but because they hold legitimate concerns about the pedagogical soundness of certain courses being offered fully online. As Roy Schwartzman and Heath Tuttle note in The Journal of Instructional Psychology, “some critics have observed that the hasty adop-
tion of online technologies [itself] has generated... faculty resistance.” (182) Rightfully critical of what George Ritzer calls “the McDonaldization of higher education,” these faculty posed solid questions about institutional motives for venturing into online courses and programs, such as the standardization encouraged by the model of disaggregation and the perception that it would save institutional money, despite the often unexpectedly high upfront costs due to major investments in technology (one of Shedletsky and Aitken’s four paradoxes). Many were skeptical of the uncritical focus on convenience espoused by early DE adopters and administrators.

Other faculty, while eager to explore innovative applications of educational technology to enhance student learning and to reach new student populations, debated which courses are suitable for fully online delivery. Many began developing and teaching fully online courses themselves, but they proceeded with caution, with an eye toward the future, imagining the long-range sociocultural effects of a generation of cyberstudents. Faculty also resisted on the basis of labor concerns about intellectual property, compensation, class size and technical support and training, as well as fears about scalability and administrative exploitation of part-time/adjunct faculty to teach fully online courses.

Furthermore, as Michael Arnone illustrates in the Chronicle of Higher Education article, “Many Students’ Favorite Professors Shun Distance Education,” some of the most outstanding and effective faculty chose not to participate in online courses because they questioned the separation of teacher and student. They raised valid concerns about education as a social process, about verifying student identity in fully online courses, ensuring meaningful assessment, managing high dropout rates and resolving other concerns that called into question the existence of high standards and quality education in online courses. After the AFT’s Distance Education: Guidelines for Good Practice was published in 2000, faculty further sought means to ensure quality control for distance education courses, such as increased synchronous interaction with students.

**Tracing the Trend of Hybrid Courses**

Hybrid courses have emerged as a response to these tensions between faculty and administrative motivations for pursuing fully online DE courses and programs. The continued questioning by faculty of the efficacy of fully online courses forced institutions to rethink their “build it and they will come” approach to DE programs, many of which resulted in failure. Hybrids have emerged because of faculty insistence on the need to improve DE pedagogy. Hybrids have emerged because faculty enjoy the intellectual challenge of creating innovative ways of developing and teaching their courses but at the same time insist on high standards and academic integrity. Hybrids have emerged because faculty seek new teaching opportunities, increased student engagement and interaction, and increased student performance and learning. (Dede)

While a range of courses may be termed “hybrid” or “blended,” the hybrid courses to be analyzed in this paper are specifically those courses developed and taught by faculty at traditional institutions of higher education in which some of the coursework is online but other coursework is handled on campus, in something like a 50/50 or 75/25 ratio. This kind of hybrid course has been quietly gaining acceptance in major institutions of higher education and DE consortia.*

In March 2002, Jeffrey Young of the Chronicle of Higher Education reported in “‘Hybrid’ Teaching Seeks To End the Divide between Traditional and Online Instruction” that online learning not only is convenient but also encourages active student participation, review, reflection and consideration of outside perspectives. Noting the development of hybrids at colleges and universities such as Fairleigh Dickinson University, University of Central Florida, University of Wisconsin, Ohio State University, Marlboro College and Sinclair Community College, Young also highlights benefits such as greater flexibility in time, a more global reach and development of students’ online course skills.

Among faculty, the adoption of hybrid courses has been far less controversial than that of fully online courses and has happened with far less
hype. Young cites Georgetown professor Carole Fungaroli Sargent, a critic of fully online programs, who asserts, “It sounds like the distance-learning camp had to resort to this compromise because its ambitions failed miserably.” Perhaps “failed miserably” overstates the case, but the insistence on academic quality and improved DE pedagogy by critical faculty who support, participate in, or even outright resist fully online courses has definitely contributed to the compromise of hybrid courses. * A range of administrative and faculty “ambitions,” or motivations, for developing hybrid courses is reflected in the following overview of hybrid developments within the past few years:

- In 1998, Metropolitan State College of Denver reacted to questions about Western Governors University (WGU) by discussing their hybrid courses. In the Rocky Mountain News, Bill Scanlon writes that Metro State “university officials don’t see WGU as a death knell for the classroom” and cites Assistant Vice President Andy Breckel: “The future is the hybrid course. It combines the power and strength of the online environment with the advantages of campus courses. What our surveys tell us is that (online) students love the convenience but miss the socialization.” (A33)

- In Spring 2000, a number of faculty at the University of Central Florida received grants to explore possibilities in distributed learning, * including hybrid courses. Several grants came from the Pew Foundation to study “course redesign” and “re-engineering.” (“Research Showcase”)

- In November 2000, New Hampshire College was offering several hybrid courses in which students “attend one course session a week at the school and the second session online.” (“NHC prepares to graduate” A7) A year later, the University of New Hampshire’s College for Life long Learning announced plans to develop hybrid courses, declaring that the goal is to “find the best possible ways to integrate the convenience of the Web with the effectiveness of the traditional classroom.” (“Internet brings” 3)

- In January 2001, the University of Wisconsin offered the first courses in the Hybrid Course Project (1999-2001), a University of Wisconsin system-funded initiative that helped 17 instructors redesign their courses to replace a percentage of the lectures or labs with an equivalent amount of online learning. (“Hybrid Course Website”)

- In March 2001, the University of Colorado-Denver announced interest in hybrid courses in its Institutional Self-Study. The accreditation report repeatedly attributes its exploration of “innovative ideas like hybrid courses” to the shortage of classroom and building space. Similarly, the focus was on architectural issues at the Maricopa Community College District in Phoenix, where architects Philip Parsons and Deepika Ross produced a report on “Planning a Campus To Support Hybrid Learning.” (Ross)

- In April 2002, Graham B. Spanier, president of Pennsylvania State University, discussed in a speech future directions of American higher education. Addressing the many ways in which new technologies are “fundamentally altering the teaching and learning process,” Spanier declared that “with these new technologies, learning can occur online or in campus classrooms or through a combination of these two approaches. I see the convergence of online and resident instruction as the single greatest unrecognized trend in higher education today.” (Spanier)

- In May 2002, the State University of New York Learning Network (SLN) announced the development of CourseSpace, a SUNY course management system that enables hybrid and Web-enhanced courses. For years a fully asynchronous learning network, SLN discovered that “online” and “on-campus” aren’t mutually exclusive; that is, at many institutions nationwide, the students enrolling in fully online courses are on-campus/local students. Thus, “in response to SUNY campus and faculty demand,” CourseSpace “accommodates courses which integrate online activities into an on-campus classroom course...positioning them at the forefront of high quality, system-based online course delivery.” (“About SUNY CourseSpace”)

Distributed Learning:
A subset of distance education in which courses have three common characteristics: 1). they are technology mediated; 2). they are asynchronous; and 3). they are developed, distributed and assessed using the model of disaggregation.
In August 2002, the Deseret News reported on the use of hybrid courses at Brigham Young University, noting that "eighty-one percent of freshmen and 80 percent of BYU seniors took one or more such classes last year, according to a recent UCLA survey of technology use in the classroom" and that BYU president Merrill J. Bateman has declared, "the hybrid model, if used appropriately, increases faculty/student interaction and speeds up the learning process." (Haney)

In October 2002, the California Aggie reported that University of California-Davis tested the effectiveness of online instruction, using 10 hybrid courses and one fully online course. Harry Matthews, biochemistry professor and director of a campus group that provides online teaching services, said that the future of UC-Davis courses would be a hybrid of Web- and lecture-based courses. (Fuller)

On the same day, the Deseret News offered a follow-up to its August article on “the hot buzzword” circulating among corporate trainers and universities: blended learning. In it, Byron Burnham, chair of the Utah State University Instructional Technology Department, claims, "What's happening is a convergence," adding, "I don't know that it's anything that's being purposely done, but it's inevitable." (Edwards)

In May 2003, a quick Internet search revealed hybrid courses being offered in nearly every state in the nation. Whether this “convergence” of fully online and fully on-campus courses was “inevitable” may be open to debate, and the trend can be explained in a number of ways. In interrogating the reasons for the “inevitable convergence,” this paper explores five lines of argument that researchers have put forward in which the structural advantages of hybrid courses make them pedagogically sound options, with unique, rich and transformative potential.

On the Pedagogical Soundness of Hybrid Courses

Multiple Modalities Make the Blend in Hybrid Teaching and Learning Fully online courses have been hailed as one of the best new ways to ensure student-centered learning. In his classic text Pedagogy of the Oppressed, Paulo Freire criticized the “banking model of education” as bankrupt, as an “act of depositing in which students are depositories and the teacher is the depositor.” Freire's influential work sparked a mass movement among educators to shift their teaching methods from being a “sage on the stage” to becoming a “guide on the side.” While there are different ways to practice constructivist learning, the basic concept follows Freire: Knowledge should be constructed by the student rather than imparted by the teacher via a dialogical interaction between the two. (Epstein and Dobbs)

Following this model, distance education enthusiasts have seized upon fully online courses as the ultimate way to declare that lectures are dead. On-campus lecture courses are posited as ineffective because they situate students in a passive setting in which they have little access to one-on-one interaction with the professor and because they are limited by both space and time. Declaring large lecture courses obsolete, however, ignores the learning that has been accomplished in them over the years. They are not an ineffective means of education, yet the criticisms of traditional on-campus lecture courses do raise several points about the nature of the learning that takes place in them and about the positioning of teacher and student.

A major criticism of traditional on-campus lecture courses is that they are faculty centered rather than student centered. To some degree, this may be valid. There is, however, a hidden danger with some individuals too firmly planted in the student-centered learning camp. “Student centered” can too quickly elide into “without teacher.”

Disaggregation: the process whereby course design, teaching, advising and assessment are divided among multiple faculty members.
knowledge production.” (Werry) As Werry notes, this vision reduces education to delivery of content, from which “learner-customers” have more authority, control, choice and agency to select for their personal learning and knowledge production. Although concepts such as “knowledge as product” make plain Irvine’s idea that the “coming revolution” in higher education is one increasingly like the market model, the emergence of hybrid courses reflects a shift away from that model.

Less-extreme examples of how “student-centered” can elide into “without teachers” can be seen in other recent articles as well. In a Winter 2002 Academic Exchange Quarterly article, Julie McCourt and Margaret Kilduff comment about how the faculty role in online instruction differs from on-campus instruction:

On-line instruction seems to fall squarely on one side in the debate of the role of the instructor/teacher – course director or learning facilitator? Traditionally, faculty were course directors or course coordinators, implying that they lead the course along a predetermined learning path. (Young, 1997) In an on-line setting, the faculty’s role shifts from course coordinator to a learning facilitator who must lead the discussion rather than present the course material. In addition, faculty are required to react and respond to the interactive, highly individualized demands of on-line students…. On-line instruction clearly has great implications for the student-faculty relationship. The central role of an individual faculty member is greatly diminished in an on-line setting in certain ways and enhanced in others. (85)

While a shift may well take place during the transition from being an on-campus instructor to an online instructor, on-campus and online instructors alike are both “course directors” and “learning facilitators.” These are not and should not be mutually exclusive categories—in either setting. Furthermore, this concept that “the faculty’s role shifts from course coordinator to a learning facilitator who must lead the discussion rather than present the course material” is one of the great myths about developing and teaching online courses.* Again, on-campus or online, all faculty should at various times be the course coordinator, discussion leader, course material presenter and learning facilitator. Why would faculty serve as learning facilitators rather than present the course material in an online course? Faculty do both.

Hybrids can help resolve this pull toward a distorted understanding of student-centered learning in fully online courses. While faculty in fully on-campus and in fully online courses can be both “sage on the stage” and “guide on the side,” the structure of hybrids reminds faculty of the opportunities for and advantages of varying instructional approaches. And the rich potential of hybrids’ basic construction lies in the fact that faculty are ones who craft its architecture, as each faculty member deems appropriate for his or her course. As trained professionals, talented teachers, researchers and experts in our fields, we must maximize the pedagogical potential of hybrids, determining which instructional role should be adopted and when.

Early proponents of hybrid courses Thomas Skill and Brian Young recognized the synthesizing potential of hybrids. In “Embracing the Hybrid Model: Working at the Intersections of Virtual and Physical Learning Spaces,” they explicate ways in which the development and teaching of hybrid courses achieve the “Seven Principles for Good Practice in Undergraduate Education” espoused by Chickering and Gamson in 1987: encouragement of student-faculty contact, cooperation among students, active learning, prompt feedback, and time on task, as well as communication of high expectations and respect of diverse talents and ways of learning. Skill and Young assert that hybrids more effectively embody these seven principles than either fully online or fully on-campus courses:

While many critics’ reactions to technology and e-learning may be driven by either discomfort with change or philosophical opposition to distributed (“distance”) learning models, past patterns suggest that the likely future will be neither solely online learning nor solely instructor-led classroom learning.* For many of us who have been working with various learning models, it appears that hybrid or blended models most frequently emerge as the most effective learning strategy. This likelihood suggests that the creation of new learning environments should embrace both virtual and real spaces. (24)
Skill and Young argue that as “various hybrid approaches begin to surface in courses and curricula...the challenge is to design learning spaces that do not simply accommodate the need for diverse learning approaches but embrace, empower and sustain learners of differing capabilities and interests.” (24) Much has been published examining the benefits and drawbacks of both fully on-campus and fully online courses, but as Chamberlin notes in “Face to Face vs. Cyberspace,” “Thankfully, there is a middle ground. Many of us use the Internet to supplement our campus courses or teach hybrid courses, partially on-campus and partially online” and that “by taking advantage of the pedagogical strengths of on-campus and online teaching, instructors can offer students the greatest chance to discover their strengths and weaknesses as learners and the best opportunity to find their path to achieving success.”

Thus, because of their reliance on multiple modalities, another benefit of hybrid courses is the faculty’s ability to design learning spaces that maximize the structurally enabling potential of the multiple modalities. Hybrids’ structure also enable faculty to model a judicious and thoughtful application of technology rather than utilizing technology for technology’s sake, demonstrating effective use of technology to achieve course objectives as well as critical thinking skills by the way in which they assess and integrate the most appropriate ingredients in the blend: their organization of the on-campus and online components and their choices regarding what can and should be done electronically versus in person.

Gordon McCray of Wake Forest University demonstrates precisely this behavior in his research to interrogate “the potential of IT to enable the instructor to efficiently and effectively broaden and deepen the learning process and outcomes for students of business.” He asserts that “to the extent that [certain] activities can be successfully transferred outside the physical classroom, valuable face-to-face class meeting time can be reallocated to more interactive learning activities with the intent of improving overall learning outcomes.” (307) Offering his students “active learning components” in multiple formats in a hybrid course leads to higher levels of learning, he finds (309), and concludes that “the most immediate outcome of this new course model has been a significantly increased ability to engage students in particularly rich classroom interactions.” (325) Similarly, Martha Ellis of Texas Tech State College reports in Community College Week on finding the right blend of technology and in-person course activities: “In a hybrid course combining traditional and high-tech methods, you can use the Web for dissemination of facts and use the class time for debate and discussion.” (9)

Thus, a faculty’s hybridized and redesigned learning spaces can provide students with Chamberlin’s “best chance to discover their strengths and weaknesses as learners” and “best opportunity to find their path to achieving success.” A well-designed hybrid course affords students a broader variety of ways in which to participate. In fully on-campus classes, faculty often find that the usual suspects do most of the talking, and a good number of studies have documented how gender, race, age and other factors shape students’ willingness to participate in class. In fully online classes, an oft-noted benefit is that threaded discussions encourage shy or quiet students to engage more regularly and frequently, while other faculty have noticed that students in fully online classes can be classified into the categories that James C. Taylor of the University of Southern Queensland has called “the workers, the lurkers and the shirkers.”

In hybrid courses, on the other hand, students have a wider range of mediums in which they can feel comfortable making their voices heard. Shy students may begin a hybrid course feeling more comfortable participating in the online components, but—unlike fully online courses—hybrids provide an opportunity for those shy students to develop confidence in participating in the on-campus components, perhaps to overcome their fear of asking a “stupid question.” The same holds true for students who already feel comfortable speaking up in class but resist active participation in online discussion boards because of their pub-
lic and permanent nature. In a hybrid course, those students have an opportunity to gain confidence in public written expression of their ideas.

Many educators believe that the best learning happens when professors engage multiple modes of instruction—visual, auditory and tactile. In the Journal of Instructional Psychology, Northwest Missouri State University professors Roy Schwartzman and Heath Tuttle report that incorporating online course components allows for layered learning, which permits students to experience course materials in many different modes while preserving class time for personal interactions and practice of performance techniques, increasing instructor efficiency as well as student involvement, or engagement, in the courses. (179) In these ways, then, hybrids offer a different potential than both fully on-campus and fully online courses because they are structured upon multiple modalities, encourage faculty to present course materials in a variety of formats and trust students to create meaning in ways that work for them.*

Of course, determining the most effective blend of teaching techniques and technologies in the multiple modalities, so that faculty can help students make the most of their learning experiences both on-campus and online, depends upon the faculty member’s use of the hybrid structure. Sound educational theory and research—depending upon the objectives of each institution, discipline, curriculum and course—must shape the blend that goes into each hybrid course, considering the variety of learning styles of the students and effective assessment/evaluation of student outcomes. To maximize the pedagogical benefits of hybrid courses, faculty must be afforded the time and resources to research and understand the modalities involved and how they can best be utilized to achieve educational objectives.

Virtual vs. Real: The Philosophical Debate over Teaching, Learning and Creating Communities Online In a March 2002 Chronicle article, Michael Arnone reviews On the Internet, a book by Hubert Dreyfus, professor of philosophy at the University of California at Berkeley. Arnone says that Dreyfus “criticizes distance education—which offers the possibility of learning without the physical presence of a building, instructor or other students—as an overhyped, misunderstood trend that could backfire and result in worse education, not better.” Citing Nietzsche and Kierkegaard, Dreyfus argues that the body plays a crucial role in learning:

“Nietzsche and Kierkegaard are arguing for the importance of taking risks, of being involved and enjoying or suffering the rewards of involvement,” Mr. Dreyfus says. The two men—who are credited with starting the existentialist movement in philosophy—proposed that involvement in situations can take place only through the physical body.

With Dreyfus referencing Heidegger and Merleau-Ponty, Arnone continues:

Without physical bodies, people can attain only intellectual competence in skills, Mr. Dreyfus says. They cannot proceed further to mastery of those skills, which involves having an intuitive understanding of using the skills in real situations that entail real risks. Without the emotional investment and visceral connections that come only from actually being somewhere and doing something, people lack the commitment to learn as much as they can. Ultimately, physical presence and action are the only ways we have to acquire skills, learn what information is relevant, know reality, and have meaningful lives, he says. [emphasis added]

As Dreyfus acknowledges, while the mind/body dualism predates Descartes, the advent of the Internet has raised many questions about how technology is changing what it means to be human. But how is distance education changing what it means to learn? Are physical presence and action the only ways we have to acquire and master skills? Do existentialist and phenomenological theories suggest that we cannot learn at distance?

Nietzsche held that truth, like morality, is relative; there are no facts, only interpretations. He believed in the primacy of the will, driven by embodied passions. Kierkegaard also believed in a perspective theory of truth (he said that truth is subjectivity) and believed in a lived philosophy, asserting that individuals have the freedom to choose their own truth on the subjective basis of
faith and that it's through this choosing and acting that one creates one's own existence. Existentialists believe that humans are free to take risks, to make a "leap of faith" into the unknown, and that such involvement in situations can only take place in the body.

In citing Heidegger, Dreyfus uses phenomenology to further support his position. Phenomenology, very much concerned with subjectivity and how humans experience the world, has been called "a descriptive philosophy of experience." As Dreyfus explains, Heidegger believed that authentic existence is fully involved, the individual's completely embodied experience of his or her world, because we experience our world through our physical senses. Merleau-Ponty also believed that the body plays a crucial role in all elements of life. Using the term "two-leafed being," Merleau-Ponty explained that although truth is subjective and individual, we can still relate to others because of what Husserl called a "transcendental intersubjectivity." Merleau-Ponty argued that individuals make a "leap of faith" that others experience the world in the same way that we do precisely because of our embodiedness. That is, because we understand how our own bodies perceive and experience the world, we trust that others perceive and experience the world in similar ways.

This primacy of belief in the body is the basis of Dreyfus's criticism of fully online courses. When teaching distant learners, the faculty member is not communicating with his or her students but rather with representations of his or her students. It is the difference between the signifier and the signified. And because learning is a "whole person" experience—one that requires taking chances, feeling anxiety and physically acting—Dreyfus argues that learning cannot happen in the absence of the whole person. It is the difference between knowing and doing.

This philosophical perspective on how we learn—by experiencing, by choosing, by acting and doing—is likely what many professors feel when they say they cannot imagine developing and teaching fully online courses. Many professors have resisted teaching fully online because they intuitively feel awkward at the prospect of teaching solely at a distance, at a physical remove from their students. While most wouldn't cite existentialism or phenomenology in their explanations for resistance, they are reacting to the fact that fully online courses are disembodied, that they would be interacting with students who are virtual rather than real.

But what of the Cartesian body/mind dualism? Are we not both body and mind? Are we not both flesh and spirit? What of the "power of imagination," as Andrew Feenberg retorts to Dreyfus? These questions have been explored a great deal in the past decade or so, as our society works to understand the ways in which technology is changing what it means to be human. Donna Haraway's highly influential text, A Manifesto for Cyborgs: Science, Technology, and Social Feminism in the 1980s, examines technology-mediated existence and defines cyborgs as "a cybernetic organism, a hybrid of machine and organism, a creature of social reality as well as a creature of fiction." Cyborg theory posits that we are all cyborgs in some way, since experiencing life each day requires interacting with some form of technology, such as banking with an ATM rather than with a teller, communicating with loved ones via e-mail or relying on technology for our health (think of pacemakers or artificial knees or hips). Fully online students and their professors, Haraway would assert, most certainly have achieved the posthuman state of cyborg.

This philosophical debate about the efficacy—indeed, the possibility—of distance education has generated many useful discussions about how students experience learning (see McClelland et al.) and about the consequences of substituting virtual faculty-student interaction for in-person interaction. The philosophical arguments both for and against distance education can become too reductive at times in aligning online learning solely with the mind and information transfer and on-campus learning solely with the body and human interaction. For instance, in a Z Magazine article...
that articulates many excellent points about “The promise and perils of e-learning,” E. Wayne Ross asks,

The conflict between distance education advocates and critics is at least in part based on contradictory conceptions of education. Is education merely a form of information transfer (“banking” as Paulo Freire labeled it) or is education fundamentally about a relationship between people? Can computer-mediated interaction substitute for the human interaction/experience that is at the heart of learning?

Despite the sometimes reductive or exaggerated arguments posited by DE advocates and critics alike, the debate itself essentially asks educators to reconsider and reflect deeply upon the validity of their chosen modalities of instruction.* And upon such reflection, hybrid courses can be viewed as a valuable, philosophically sound modality because the structure of hybrid courses allows for online and on-campus, virtual and real, and mind and body educational experiences.

Evidence of the usefulness of this philosophical debate comes in the form of many recent articles on the issues of presence and community in distance education courses. The issue of presence—physical and virtual—is an important one. In “Teaching College Courses Online vs. Face-to-Face,” Glenn Gordon Smith and colleagues at SUNY Stony Brook generate a qualitative description of online instruction from interviews with 21 instructors who had taught both in fully online and in fully on-campus courses. Among the emerging themes, they discovered several about the disembodiedness of the online teaching experience and report that faculty had to spend many hours online to create an “online presence,” a psychological perception for students that the instructor is out there and is responding to them.” (Smith et al.) Clearly, this time would not be required in the same way for a hybrid course, as students would regularly see the physical presence of the faculty member.*

Many faculty prefer regular face-to-face interaction in order to read student body language. Eye contact is constantly cited as important to many educators, as is the need to be able to see cues of students “tuning out.” The glossy stare of a student struggling to comprehend material communicates something important to a teacher, communication that is especially important for at-risk students because in a fully online class, faculty cannot see the embodied cues of student anxiety, inattentiveness or apathy, such as frowning, fidgeting, daydreaming. (Wang) Likewise, despite the numerous conveniences afforded by fully online courses, many students prefer face-to-face interaction as well. Even students who enjoy and perform well in fully online courses report that they miss the interpersonal interaction with their peers and professors. McCray cites several studies in which students “did…complain of an inability to pay attention to on-line content delivery (perhaps owing to a lack of eye contact) and bemoaned the inability to get instant feedback for questions that occurred to them while working with on-line materials.” Students in fully online courses often express missing nonverbal cues like gestures, facial expressions and eye contact that help them better comprehend the course material.

This intuitive tendency of both faculty and students to miss face-to-face interaction in fully online courses highlights another benefit of hybrid courses: Because they operate in both real and virtual spaces, participants’ comfort level increases, which, in turn, allows for an easier interaction of teaching and learning. Several researchers have described this kind of comfort in terms of having a strong sense of classroom community. Marshall Soules of Malaspina University-College calls for increased interdependency and collaboration in student work in hybrid courses, to make the most of the mixed modalities, and suggests that hybrids are a “unique performance medium” because students have multiple ways to make themselves visible, felt, and heard to the professor and to their classmates. This supports the findings of Christensen et al. that students are quite concerned with having a class “feel” like a class, that is, having a sense of community.

In the Journal of Social Work Education, Karen Randolph and Denise Krause report that, in their version of a hybrid course for social work education at the University of Buffalo, the “applications
of instructional technology provide opportunities to engage students in the learning process” and that, since interaction among students influences learning, their “move beyond simple interaction toward the more dynamic process of mutual aid through progressive Internet-based exercises” (259) resulted in more dynamic interaction and an increased sense of connectedness in the classroom—certainly a desirable environment in any course.

Dianne Conrad poses a different argument on the need for on-campus components integrated into online courses in “Deep in the Hearts of Learners: Insights into the Nature of Online Community.” She argues that “…course designers attempt to ‘build’ community through careful architecture,” which ironically pushes rather than pulls students into a sense of a community “somewhat like an arranged marriage.” In the program Conrad studied, she reports that having to create an online community negatively affected students because the “learners’ need for sustained, interactive online coexistence created in them feelings of conflict and anxiety”:

They told me, through their words and stories, that they designed their online behaviors to exhibit tolerance, etiquette, and gracefulness. In measured, rational ways, learners made citizenship gestures toward doing their respective parts in creating a pleasant learning community. …Their use of the medium was functional, organized, time driven, and carefully evaluated. Its personality was manifest as much in silences and spaces as it was in conversation, the result of a “fishbowl” existence for the learners in my study. In this model of distance delivery in these online courses, there was no distance: you cannot run and you cannot hide.

Given what she terms the “deceptive façade of distance,” Conrad points to the public and permanent nature of the online discussion board and the class roster as factors that paradoxically caused a sense of contrived community among the students. Interestingly, students in this online course were able to meet in person during a site visit. They expressed great appreciation for this because they could “get a sense of the people” and said that during the on-site meeting “this group became a group.” Having the on-campus, in-person interaction was crucial for these students in developing a real sense of community as a class.

It is imperative for us as educators to examine our understanding of how individuals learn, both in body and in mind, as well as the ways in which a sense of community shapes the learning experience.* Perhaps Alan Warhaftig says it best: “Community has more dimensions than software can emulate.” And because we are embodied beings, we have both a real, felt, physical voice and a cybervoice. Hybrid courses encourage communications using both.

Education as Communication: On the Dialectical Structures of Discourse: Amid the enthusiasm for fully online courses came much discussion of the ways in which students’ reading and writing skills improved because all course communications—from faculty and students alike—were in writing. For example, of his students’ online writing activities, Soules writes, “What is often missing in the traditional classroom is an audience of one’s peers. My research suggests that student writing shifts focus when audience changes and generally becomes more engaging; the style and tone of the writing becomes more authentic and sincerely motivated; the level of editing improves; students are more able to respond to ideas and issues of concern to their cohort.” (“Collaboration and Publication in Hybrid Online Courses”) Distance education enthusiasts discovered that fully online courses were more effective in developing written communication skills because they forced students to be more precise and concise in their use of language. Also, the asynchronous nature of participation enabled more time for reflection and revision before submitting coursework via e-mail or a discussion board.

However, this perception of improved comprehension of written text and expression was tempered by two factors. Some, like Joseph Caruth Jr. at the University of Maryland discovered that “the entire delivery of DE instruction is dependent on the student’s abilities to read and write well. Some students read well and others write well; however, the ability to do well at both becomes critical in the virtual environment.” Thus, strong reading and writing skills were something of a “prerequisite” for students to succeed in fully online courses.*
Second, after the bandwagon rush for fully online courses began to subside, some faculty's fundamental questions about the function of communication in distance education were finally heard. Educators realized that, in addition to needing the time and space afforded by asynchronous learning to read and reflect and to write and respond, students just as sorely need the synchronicity of on-campus communications to practice their listening and speaking skills—and to learn to “think on the fly, inventing at the edge of consciousness and possibility.” (“Synergy and ‘Thought-Coming-into-Existence’”) Enthusiasm for the ways in which reading and writing skills improve in Web-based courses, therefore, always must be tempered by concerns about how the aural silence of most cyberclassrooms may negatively affect students' interpersonal communication and speaking skills—those skills that help them function in so much of their personal and work lives.

Hybrids can help resolve these concerns that students should develop effective listening and speaking skills as well as effective reading and writing skills because they extend the kinds of communication that can take place through various types of rhetorical situations. Hybrids allow for both the reflectiveness of written communications online and the immediacy of spoken communications on campus. In a hybrid course, students entering without the "prerequisite" of already sharp written communication skills have the opportunity to speak with their classmates and professor during the on-campus components, while also giving them the chance to develop their written skills through the writing-intensive online components. Faculty can gain a stronger sense of students' physical embodied voices (what Peter Elbow calls the "resonant voice or presence") in Landmark Essays on Voice and Writing) during regular on-campus meetings, against which to balance their virtual voices in online communications. Thus, both students and faculty benefit from the multiplicity of rhetorical situations in hybrid communications.

We know that learning happens through the dialectical structure of discourse, and Chris Dede has shown that his students found a voice in at least one of the modalities of his hybrid course. Currently a professor in the Harvard Graduate School of Education, Dede reported on his students' communications in "The Role of Emerging Technologies for Knowledge Mobilization, Dissemination, and Use in Education":

In my course, some of these "passive" participants come alive in the groupware, some in the text-based virtual world, some in asynchronous discussions—but almost all are active and fluent in at least one of the six virtual media. At the same time, those students adept at face-to-face interaction often report their expressive and communicative abilities diminish in at least one virtual medium—they feel disenfranchised and “lurk” when forced to use that type of rhetoric. All the participants are surprised by this outcome and often are unable to predict which media they personally would find empowering or which they would find disabling.

Because the vast majority of class participants find their voice in at least one of the media provided, each student is able to make a full contribution, thus increasing the overall learning experience for everyone. Also, those students who feel hampered by a particular medium can watch others model effective expression and communication. As a result, everyone's fluency and comfort in all the media improves over time, although distinct preferences remain.

Because of their broader structural potential, hybrids help alleviate various communication apprehensions that can inhibit student learning. In the online components of the hybrid, student-to-student interaction may be increased for some because of the public discussion boards; in the on-campus components, student-to-student interaction may be increased for others because of the interpersonal setting. Faculty expertise and design has a great deal to do with this, as faculty can prioritize which communications should occur online and which should occur on campus in ways flexible enough to meet the needs of all students. This is another way in which faculty members' control over the course structure can model effective and appropriate applications of educational technology. When considering the ingredients going into their design of the participatory and interactive learning environments, faculty must carefully assess the rhetorical situations and the desired outcomes for the course in terms of communication.
Finally, hybrids address the concerns of faculty who feel that, while fully online classes serve a useful function, they cannot and should not completely replace the student-to-student communications afforded by on-campus classes. No small part of this concern has to do with an understanding of in-person communication as “an intensely relational act,” as described by Carol Gilligan in her preface to In a Different Voice: Psychological Theory and Women’s Development, and therefore very much about understanding social power dynamics based on identity markers that may or may not be “seen” in a fully online course. All students need to come to an understanding of both their online and offline personas to become effective critical readers, writers, researchers and thinkers.

In this way, hybrids offer a balance that avoids the isolation of feeling like a “campus of one” (as a recent Mother Jones article termed a fully online class) which functions for some students as an inhibitor rather than a liberator. In some ways, anonymity in a fully online course can be positive in that students don’t prejudge others and in that students may feel empowered by being able to self-disclose identity markers, such as membership in a minority group. It also can be negative, however, in terms of efforts toward greater understanding of diversity, since many students are first exposed to diversity at college. Hybrid courses help balance these two aspects.

**Reaching Students and Keeping Them: Balancing Access and Retention** The perception of distance education as wielding wide-reaching democratization potential has been well discussed in recent years. As the demographics of American college students continue to shift, fully online courses will continue to serve as a method by which to deliver a college education to students who—due to their location, economic status, or family, work or other responsibilities—would otherwise be prohibited from access. Indeed, fully online courses have been hailed as a panacea for adult learners as well as for rural, international, disabled, and homebound students, among others.*

While fully online courses have proven effective in reaching certain student populations, their success in reaching students is tempered by their not-so-successful track record in retaining them. In the November/December 2002 issue of Change, Nancy Carriuolo explores this DE access and retention issue in “The Nontraditional Undergraduate and Distance Learning,” in which she argues that fully online courses may actually harm those students who most need to gain access to and find support in the postsecondary world: “…on-site study still presents some advantages,” Carriuolo writes, “especially for the undergraduate who has academic, technical and/or socioeconomic disadvantages to overcome.” (58)

Carriuolo illustrates how, for disadvantaged students, professors model language, behavior, social skills and even dress codes appropriate for the professional world. These socialization opportunities cannot be achieved in fully online courses. First-generation students often are exposed to culture because professors require attendance at on-campus plays, art shows, exhibits and poetry readings, Carriuolo continues, and they often first encounter diversity on campus. In addition to social skills and access to diversity, Carriuolo asserts that fully online courses often put students with low technical proficiency at an increased risk for dropping out because the technology gets in the way of their learning—and too many colleges and universities still do not provide adequate technical support for their asynchronous learners.

Given her cautions against distance education becoming another way to privilege the privileged, Carriuolo concludes:

> What opportunities, then, should state policymakers craft for the nontraditional undergraduate? Such students probably are best served by a combination of electronic and on-site study that attends to the students’ academic, technical, and social needs. (60-61)

Such students are best served by a combination, or blend, of online and on-campus courses. In this way, hybrids can empower students who cannot make two or more visits to campus each week and/or who are at increased risk of failure in a
fully online course because such students can enjoy the convenience of fewer on-campus meetings and yet still have regular, frequent access to various socialization opportunities, the diversity of the college campus and the technical support options offered by other students, faculty and support staff. That hybrids can help mitigate the high dropout rates of fully online courses is crucial. Accessing adult learners and other targeted student populations does little good if they drop the course due to missing the interpersonal interaction or feeling isolated.

In addition to providing both the social and colloquial environment of the campus as a central location of learning, hybrids also assist in the development of technological literacy. Often, technological traumas can be readily resolved when a knowledgeable classmate demonstrates a shortcut or solution. Thus, for students less likely to have grown up “wired” due to geographical location or socioeconomic status, hybrid courses can do much to increase retention rates. Because the technology isn’t transparent to all students, the physical presence of classmates and the professor is important for purposes of training, familiarization, practice and troubleshooting.

In addition, course innovation demonstrated by a faculty member can model a technological proficiency to which students should aspire for preparedness in a growing number of careers. Since students benefit from achieving strong technological skills, hybrid courses are ideal because they provide a context for advanced mastery of such skills for techno-literate students, yet still allow for the in-person interaction that helps those on the other side of the digital divide to develop them. Further, hybrids directly acknowledge this digital divide because student-required attendance on campus better insures regular access to reliable computers, labs, Internet access, software, hardware and virus protection, all of which would come at a significant personal cost to students.

Balancing Consumer Perks with Accountability, Assessment and Academic Integrity Finally, hybrid courses resolve something of a contradiction in the way fully online courses typically are advertised to students. Most frequently, the terms “anytime, anyplace learning,” convenience and flexibility are used to appeal to potential cyber-students. And yet certain students who most crave “anytime, anyplace learning,” convenience and flexibility are precisely the same students who erroneously conflate such concepts with “ease.” Therefore, since it has been well established that successful distance education students must be more active, engaged, mature and self-disciplined, touting “consumer perks” like convenience and flexibility—above all other benefits of online learning—seems to appeal illogically to the student trend generally known as passive learning or passive consumption.

Students today are used to being treated as consumers. We live in a consumer culture, and students are accustomed not only to having numerous options but also to a perception of technology as something that makes their daily lives easier. Of course, the market model has been sweeping the higher ed landscape since the Reagan years, and students don’t resist being posited as the “learner-customer.” Both the market model of higher ed and the use of technology to make life easier have contributed to the rush for fully online courses. Although thousands of “learner-customers” didn’t exactly stand up and clamor for fully online courses, given that more and more of them are juggling family and work responsibilities while furthering their education, they weren’t adverse to the promises of greater convenience, flexibility and time and money saved.

Many faculty readily deduced the driving forces behind these “consumer perks” and recognized that they would become serious impediments to students unprepared for successful online learning. Susan Dempf and colleagues at Franklin Pierce College assert in their conference paper “Blending the online and traditional models of teaching: The next paradigm for adult education” that flexibility, convenience and even individual one-to-one learning can be trouble spots if students aren’t motivated or don’t have the technological skills:

The Distance Learning Model presents serious impediments to learning for those adults who lack essential
computer skills and this model fails to provide the opportunity for personal contact with the instructor and peers that adults require for success. The Distance Learning Model often fails at offering this “flexibility in communication.” The well-touted [sic] benefits of online education, such as “freedom of movement” and the ability to work at one’s own pace, can become a lethal combination for those students who are not properly motivated in this environment.

The selling of these “consumer perks” to reach specific student populations has been exacerbated by other problems relating to the relentless appeal to “anytime, anyplace” learning. Faculty have maintained their concern, however, with student accountability, assessment and academic integrity. Faculty have continued to ask how DE practitioners know that students are doing their own work in fully online courses, how they can accurately assess student learning, what can be done about the disproportionate instances of plagiarism and cheating, and what can be done to ensure student accountability as well as the academic integrity of the course. These are all legitimate concerns, most of which have yet to be resolved for fully online courses.

Hybrid courses offer an academically sound resolution. Hybrids help alleviate faculty concerns about cheating, academic dishonesty and plagiarism because on-campus assessment or proctored exams can be more readily structured into the course. Hybrids also help alleviate faculty concern with the plagiarism and cheating that have plagued fully online courses for years because, as discussed above, the on-campus component allows the faculty member to get to know each student’s voice better so that cheating can be better detected and prevented.

Therefore, we should not develop and teach hybrid courses because we’re catering to students’ convenience, flexibility, ease of use and time and cost savings, but because hybrids are pedagogically sound methods of teaching and learning and because they balance these “consumer perks” with solutions to our accountability, assessment and academic integrity concerns. In this way, hybrids situate what Dempf et al. call “institutional control” over how and when teaching and learning takes place with “student control” in a symbiotic relationship with bidirectional movement.

Implications for the Union

As noted above, hybrid courses have proliferated significantly. If faculty accept that hybrids have become a trend for pedagogically sound reasons and want to pursue developing and teaching hybrid courses in our institutions, the question then becomes: What does this mean for our unions? That is, which areas of our contract and policy language need to be revisited by local bargaining units if current language for fully on-campus or fully online courses isn’t sufficient?

First, as with fully on-campus and fully online courses, faculty must make full use of governance* and collegial committees to continuously study, interrogate and explore the potentials of the hybrid model of distance education courses. Hybrid courses need constant and rigorous examination of their pedagogical effectiveness and need to be held to high standards. In continuing to evaluate their educational efficacy, faculty must assess each hybrid’s objectives and methods. Peer review, evaluation and feedback on hybrid courses—by knowledgeable faculty members within and outside of one’s own department—would be immensely useful. We also need to continue to focus our attention on access (reaching new students) and retention (especially of nontraditional learners), the development of technological skills and the integration of new technologies into innovative forms of hybrids.

Also, in the evaluation of hybrids, we must remember that the national agenda for accountability, assessment and standardization should not elide into standardization of the development or teaching of distance education—or any other—courses. Such standardization is a particularly significant threat to DE courses because of their technological components (many faculty were critical of fully online courses precisely because they recognized the potential for systematization and disaggregation). Such standardization, however, must not happen; it is antithetical to the fundamental strength of hybrids, which is the utilization of multiple modalities to reach students with

“expanding student access, not increasing productivity or enrollment, shall be the primary factor when a decision is made to schedule a distance education course.” From San Diego Community College Guild contract language in Section C.

See Case Study #1 in Section C on the use of labor/management committee for distance education.
a wide variety of learning styles. Furthermore, hybrids allow for much greater individualization in student learning, depending on the faculty member and the students, so we must carefully and critically examine our motives for and the implications of our participation in developing and teaching DE courses.

Second, to better accomplish the above goals, faculty must maintain control of the development and teaching of these courses, as they should with fully on-campus and online courses. They must retain ownership, property and intellectual rights. The single most effective way to secure such protections is through the collective bargaining agreement. Due to the rapidly shifting landscape of educational technology in higher education, a contractually agreed upon joint labor-management committee can most efficiently and effectively address many issues that affect the terms and conditions of faculty members’ employment as they arise.

More specifically, a local should pursue strong contract and/or policy language for all DE modalities, including hybrid courses, in the areas of definitions, intellectual property/ownership, compensation, course development, course assignment, class size, training and technical support, privacy and surveillance, and course observation and evaluation. In each of these areas of concern, the contract or policy language should be specific in identifying and outlining the ways in which hybrid courses are to be treated differently from either fully online or fully on-campus courses.

Four of the above areas, however, merit special attention. In defining modalities, it is important for local bargaining units to clarify their own definition(s) of hybrid courses to distinguish them from fully online courses and technology-assisted education courses. The contract or policy language should outline which courses qualify as hybrids by identifying the guideline ratio(s) of on-campus to online components, any changes in seat-time requirements, and any changes in the days/times of on-campus components.

Regarding compensation, local bargaining units should achieve specific language for the compensation of both the development and the teaching of hybrid courses. As some locals have already discovered, the institution may argue for less compensation for hybrid courses than for fully online courses due to the blend of on-campus and online components. Hybrid courses often require just as much—if not more—technical skill, training, development time and resources, pedagogical and technical innovation, and teaching time and resources as do fully online courses. In fact, faculty may need more time to determine pedagogical principles appropriate to each blend of on-campus and online elements because hybrid courses remain a relatively new mode of instruction.

Similarly, class size specific to hybrid courses should be agreed upon and may require special attention at the bargaining table. Institutions may argue for a larger class size in hybrid courses than in fully online courses using the argument that hybrid courses demand less time and fewer resources (especially because of the on-campus components) from the teaching faculty. The nature of all distance education courses, however, including hybrids, is such that they require significantly more time on the part of the faculty member to ensure quality instruction and to maintain a high level of one-on-one interaction with students. The class size for hybrid courses should at least be smaller than their on-campus equivalents or similar to their fully online equivalents.

Finally come the areas of training and technical support. These can be tricky areas to bargain for hybrids because of the aforementioned assumption that, due to the blend, hybrids are inherently easier for faculty to develop and teach. But clearly articulated policies are necessary. Because faculty must attain a certain level of technological proficiency in their chosen DE modality—fully online or hybrid—the institution must provide the best possible training and technical support on a regular and ongoing basis and in a variety of ways. Technical support is critical, as there might be an unspoken expectation that the faculty serve both as professor and as technical support per-
sonnel during the on-campus components, thus unfairly increasing workload. This should not happen, and strong contract language can help prevent it.

Again, as new technologies and approaches to hybrid courses continue to arise, local bargaining units would do well to establish a joint labor-management technology committee to quickly address matters that may negatively affect the terms and conditions of faculty workload.

**Conclusion: Continued Interrogations of DE Involvement**

Distance education in the form of fully online courses has transformed higher education in the past decade and will continue to do so. Despite the claims of some, however, that “clicks” would mean the demise of “bricks,” this simply hasn’t happened. Instead, in the past couple of years, the trend has progressed toward hybrid courses. Perhaps this convergence of fully online and fully on-campus courses was inevitable because of the tensions between differing administrative and faculty motivations for pursuing online courses and because fully online courses can too easily slide from student-centered “anytime, anywhere” learning to “learning without teachers.” Hybrid courses offer a pedagogically sound option and better shift the balance back so that both faculty and student are at the center of the teaching and learning process. Given their promise in truly blending pedagogical soundness, structural potential and technological innovation, hybrid courses should continue to be explored and negotiated by faculty unions.*
Works Cited


“NHC prepares to graduate to university status.” The Union Leader. 20 Nov 2000: A7.


