

**MEMORANDUM OF AGREEMENT**  
**Re: Protocols for Distance Learning**

Pursuant to the 2002-05 collective bargaining agreement between the Congress of Connecticut Community Colleges and the Board of Trustees of Community-Technical Colleges, the parties reopened negotiations to discuss Protocols for Distance Learning. The following outline reflects the parties' agreement.

**I. Reopener Provision**

The collective bargaining agreements provide for a reopener for "protocols for distance learning." The agreements further provide that the reopener may not result in a cost to the Board.

**II. Statement of Intent**

The use of technology is now an important part of instructional delivery, not only because of its potential for enhancing the learning experience, but also because of the expectations of our students. To that end, the parties reiterate their ongoing support for the infusion of technology to enhance the learning environment of our colleges. Integral to our success will be the provision of learning opportunities for faculty and staff and appropriate support of these activities.

**III. Nature of the Agreement**

This Memorandum of Agreement addresses specific issues flowing from discussions among the parties concerning distance learning and creates a labor-management committee as the forum for continued discussion of such issues. This forum does not constitute bargaining and is not subject to impasse resolution. It is anticipated that in this context the parties will be able to identify and suggest solutions of unforeseen problems.

**IV. Labor Management Committee**

An equal number of designees of the Chancellor and bargaining unit representatives will comprise a labor-management committee. The committee will meet as appropriate and may make recommendations to the Chancellor or his designee concerning distance learning issues of mutual interest, examples of which are set out below:

1. The use of technology training dollars;
2. The identification of intellectual property issues;

**Memorandum of Agreement**  
**Re: Protocols for Distance Learning**  
**Page 2**

3. Contract issues that relate to distance learning, including evaluation of online instruction;
4. Issues concerning training, support and the introduction of new technologies to enhance distance learning opportunities for students;
5. Issues relating to courses other than courses that are fully online.

It is contemplated that the Chancellor will issue Guidelines that may address the subjects discussed by the labor-management committee, as well as other subjects that bear on distance learning. These guidelines will not restrict or limit the discussions within the committee and both parties can introduce issues that are consistent with section II of this agreement. The Chancellor's Guidelines will not be subject to contract grievance and arbitration processes.

While the labor-management committee process is not intended to limit the rights of bargaining unit members under existing contract provisions, neither does it create an alternative forum for grievances. It is understood that the labor-management committee is not intended to and may not supplant the existing structure for decisions concerning distance learning. Moreover, it is recognized that colleges are different and that approaches to implementing distance learning may vary among them.

**V. Intellectual Property**

- a. Recognizing that the concept of "shared use" of distance learning course materials addresses the interests of the faculty and the employer, this section of the agreement sets out a mutually beneficial framework of understanding. The concept of shared use provides incentive for the creation of intellectual property and recognizes the distinction between intellectual property created in the course of employment and work created independently of such employment.
- b. In the case of distance learning courses developed by faculty in the course of employment, the faculty member may use such course materials while teaching as an adjunct within the system or in another higher education setting. It is recognized however that there are limitations inherent, e.g.:
  1. Limitations on the use of the licensed platform (currently a WebCT product);
  2. Circumstances under which course materials may not be used by the faculty member for instructional purposes elsewhere;

3. The responsibility of faculty who use their course materials to teach elsewhere to avoid infringing the copyrights of others;
  4. Limitations derived from the Code of Ethics for Public Officials.
- c. Consistent with the concept of shared use, the employer may also use distance learning course materials developed by faculty within the system, provided that the employer informs and consults with the faculty member who developed the materials prior to so doing, where this is reasonably feasible.
  - d. Generally, faculty will be responsible for maintaining and keeping their course materials current. Accordingly, the faculty member should have the initial opportunity to teach the distance learning course where he/she has continued to keep the course content current.
  - e. Where a faculty member desires to develop distance learning course materials outside the employment context, such intent should be communicated to the employer promptly so that there may be a common understanding regarding the specific circumstances of use of such course materials for teaching within the system.

#### **VI. Evaluation**

- a. The parties agree that there should be a template for student assessment of distance learning course sections. The labor-management committee shall have the opportunity to make recommendations concerning a student assessment form. It is recognized that the value of information gathered in this manner may be affected by the extent of student participation.
- b. Faculty evaluation will otherwise be done in accordance with a process equivalent to the existing practice for on-campus classes. The labor-management committee shall have the opportunity to make recommendations concerning this evaluation process.

#### **VII. Bargaining unit placement**

The bargaining unit placement of faculty who teach distance learning courses will be consistent with existing practice for on-ground courses.

#### **VIII. Duration**

The Agreement will be effective upon ratification by the Board and the participating union(s). It will sunset at the termination of the existing collective bargaining agreement(s).

**Memorandum of Agreement**  
**Re: Protocols for Distance Learning**  
**Page 4**

CONGRESS OF CONNECTICUT  
COMMUNITY COLLEGES

BOARD OF TRUSTEES OF  
COMMUNITY-TECHNICAL  
COLLEGES

Robert Homa                      12/4/06  
Date

Marjorie A. London              12/5/06  
Date