

## Memorandum of Agreement Online Courses (i.e., Distance Education)

### Preamble

Pursuant to Article XXXIV in the 2019-2023 Master Agreement, this local agreement establishes the terms of conditions for distance education (i.e., online courses) at the university. The development and delivery of online and hybrid/blended courses is one vital way for the University to fulfill its mission to develop engaged and effective citizens with a commitment to life-long learning and the capacity to adapt to change in a multicultural, interdependent world. Further, offering courses and degree programs via distance education supports the university's commitment to deliver a high-quality education to a diverse student body, including students from underrepresented populations. The parties further acknowledge that the principle of academic freedom applies to the classroom, and the University must abide by the Middle States Commission on Higher Education's standards for distance which require that the University have some measures for quality control and evidence of initial and ongoing professional development for instructors teaching distance education courses. This MOA replaces the [2000 Definition of Distance Learning](#) agreement and MOA on the 2006 Online Course Agreement: Full Execution and Subsequent Expiration (2020), and amends the [2018 Procedures for Use of Instruments for the Student Evaluation of Teaching](#).

#### I. Definitions:

- A. **Online Courses** are those in which instructional time, content delivery, and/or communication between student and professor and among students is facilitated via technology that allows students to be physically separate from the instructor and each other; students primarily access materials, communicate with the instructor, and/or communicate with each other virtually by any mode of communication, including but not limited to e-mail and various software applications, and by using any type of electronic device, including those provided by the University.
- B. **Hybrid or blended courses** are those in which there is a mixed mode of course instructional time, content delivery, and/or communication between student and professor and among students that is facilitated both in-person and via technology; this allows students to be physically separate from the instructor for some of the time, with some in-person interactions that are scheduled in advance, as designated by the institution.
- C. **Regular courses** are those in which 2/3 or more instructional time, or as designated by the institution, is spent face-to-face.
- D. **New online courses** are those that have never been offered in that modality in either the current or any previous semester from the date of this agreement.
- E. **Employees who teach** refers to all employees who have a teaching assignment.
- F. **Digital Delivery Infrastructure** means the digital material or software platform produced or procured by university staff for offering an online course, including digital course shells, graphical interface, audio and video delivery systems, enhancement of visual content, and other delivery components.

- II. **Workload for all online and hybrid/blended courses** will continue to be governed by the local agreement for [Faculty Teaching Workload and/or the terms of employee contracts](#). Employees teaching online courses may utilize student teaching assistant(s), to be arranged through their

Dean(s).

**III. Evaluation of online and hybrid/blended courses:**

- A. Student evaluations will follow the local agreement for **Procedures for Use of Instruments for the Student Evaluation of Teaching (2018)**. The following amends Section 2 on the Frequency of Course Evaluations by adding:
  - 1. For All Faculty who regularly teach online and/or hybrid/blended courses at least once/year, evaluating “a pattern of courses that will demonstrate effectiveness across the full range of their teaching responsibilities” shall now include one online and hybrid/blended course per year, either in their program or General Studies.
  - 2. For Tenured Faculty who regularly teach online and/or hybrid/blended courses at least once/year, the requirement to evaluate at least half of their courses/course load within an academic year will now apply to online and/or hybrid courses, such that if a faculty teaches 2 online or hybrid/blended courses in a year, at least 1 of those courses should be evaluated.
- B. Peer evaluations will follow the local agreement for the [Evaluation of Faculty and Library Faculty for Tenure, Reappointment, Promotion and Range Adjustment \(2015\)](#). The following amends Section B.3.b.(3) on Peer Observation and Evaluation of Teaching by adding: At least once prior to tenure, all probationary faculty who regularly teach online and/or hybrid courses shall be evaluated teaching one online and/or hybrid courses in their program or General Studies.

**IV. Online Course Teaching and Review:** The process of developing any new online course will require the following:

- A. **Learning Design Consultation:** Employees seeking to teach a new hybrid or online course or convert a face-to-face course to online delivery, must consult with the institution’s learning or instructional designer(s) in the Center for Teaching and Learning Design (CTLD) to evaluate the scope of the work and develop an action plan.
- B. **Course Review:** Before new or converted course (i.e., the date the course is scheduled to begin), the employee must participate in a quality review of online course construction with the ID or Quality Matters representative using the Quality Matters rubric. The employee will be provided the outcome of the review and required to make the revisions. In adherence to principles of academic freedom in the classroom, course content is not the subject of the review; the review will be limited to a review of components available in the Digital Delivery Infrastructure. The university will provide the course review at no cost to the employee.
- C. **Certification to Teach Distance Education Courses:** To be certified for teaching online for the first time, employees must register for and successfully complete the University’s designated online learning instruction certification program in advance of delivering courses according to established deadlines (e.g., training and programs run by the Online Learning Consortium Institute for Professional Development or Quality Matters). Ten-month employees may not be required to complete certification outside of their employment contract period. The University will provide access to certification at no cost to the employee. Employees may provide evidence of a similar certification in lieu of this requirement. Employee hires that occur with less than one month of semester start may take the certification course in conjunction with teaching online and hybrid/blended courses. Significant changes to the online learning instruction certification program will be reviewed through the shared governance process. If the University requires significant

changes, recertification of online instructors may be required. Employees who teach currently approved online and hybrid/blended courses are exempt from this requirement; however, they may voluntarily elect to participate in the certification process.

- D. Course Renewal: All online courses must be renewed every three years. This process includes only a review of the course; employees are not required to repeat the certification process for renewal.
- E. Hybrid/blended and regular courses are not subject to these requirements; employees teaching in these modalities may voluntarily undergo learning design consultation, course review (if applicable), and certification (if applicable) without compensation.

V. **Additional Professional Development:** This agreement is augmented by a guarantee of an annual Summer Institute for online teaching for the initial three-year term of this agreement. Terms for the development of and participation in summer institutes are established by the [local MOA on Summer Institutes](#).

VI. **Compensation:**

- A. Employees who are required to participate in certification and review of a new online course for their first-time teaching online will receive an alternate assignment within load, or an equivalent stipend, of 1 TCH upon the completion of certification. This includes consulting with CTLD, undergoing a quality review of online course construction and completing the certification process.
  - 1. Employees who are taking over an existing (and already approved) online course, and who will be teaching online for the first time, will receive an alternate assignment within load, or an equivalent stipend, of 0.5 TCH for completing the certification process.
  - 2. Employees who are already certified or exempt from the certification process will receive an alternate assignment within load, or an equivalent stipend, of 0.25 TCH if the University deems re-certification necessary.
  - 3. Employees who are already certified or exempt from the certification process will receive an alternate assignment within load, or an equivalent stipend, of 0.75 TCH for completing the learning design consultation and course review steps for any new online course, and completing the revisions the university identifies during the course review.
  - 4. Employees who teach currently approved online and hybrid/blended courses are exempt from and may voluntarily elect to participate in any of the three steps in Section IV.A. without compensation.
  - 5. There is no compensation for the course renewal process.
- B. Since compensation for first time teaching new online courses with certification has been provided, it is expected that employees will make enhancements or refinements to teaching practices on an ongoing basis as part of the continuous improvement process.

VII. **Intellectual Property:** Online and hybrid/blended courses are considered “scholarly work” and are subject to the local agreement for Intellectual Property.

**TERMS**

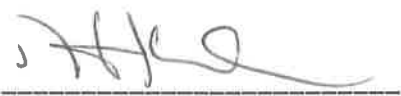
This Agreement shall remain in full force and effect from this date until June 30, 2026. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other

party written notice of its desire to terminate, modify or amend this Agreement. Said notice shall be given the other party in writing no later than 30 days prior to June 30, 2026, or 30 days prior to June 30 of any succeeding year for which this agreement is automatically renewed.

IN WITNESS THEREOF, the University and the Stockton Federation of Teachers have caused this Memorandum of Agreement to be executed this 24th day of January, 2023.

For: Stockton University

For: The Stockton Federation of Teachers



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Harvey Kesselman, President

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Emari DiGiorgio, President