

**Memorandum of Agreement on Development and Delivery
of Fully Online Courses Taught Asynchronously (MOA)**

June 22, 2022

I. RATIONALE

In recent years there has been a proliferation of teaching modalities that involve the full or partial use of the virtual space to deliver educational content. Each modality has its own characteristics and may require course content development in ways to better engage students with the content and apply pedagogies that facilitate achievement of the defined student outcomes. Although these issues need to be addressed, this agreement focuses on courses delivered fully and asynchronously online. For the purpose of this agreement the term Online Learning shall be used to denote fully online asynchronous instruction for the enrolled students.

II. PROPOSAL

- 1) **Course Development:** When the decision is made to develop an Online Learning course, or to convert a face-to-face course to online, the following protocol will be used:
 - a) Qualified NJIT Instructional Staff Members at any rank/title considered a subject matter expert (SME) will be offered the opportunity to develop the course.
 - b) The SME who agrees to develop the course will sign a course development agreement (“CDA”). The CDA will not materially alter the terms and conditions of this MOA as they apply to PSA unit members. A sample CDA to be utilized for PSA unit members is attached hereto as Exhibit A.
 - c) The SME will work with an instructional designer of the Office of the Associate Provost for Online Programs who will provide necessary non-academic course development support.
 - d) The final product must pass a Quality Assurance Review as determined by the administration in consultation with the normal governance process. Such approval will not be unreasonably denied.
 - e) The agreement will indicate the exact time of completion of the course development. This time cannot be imposed to be less than 16 weeks of active development. At the request of the SME and at the discretion of the administration, the originally agreed upon time may be extended only once, unless the SME has been faced with extraordinary circumstances. However, if after 16 weeks the developed course is delivered and it is determined, in accordance with the provisions below, that the developed course has not met expected standards, the SME *may request* a 4-week extension to address any identified deficiencies, which request shall not be unreasonably denied. The agreed upon extension cannot overlap with the scheduled first offering of the course and in no instance can it be more than 4 weeks. This extension will be memorialized as a signed amendment of the

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original agreement (CDA). By definition, completion means the entirety of the course being developed and meeting the standards outlined in the currently used Quality Assurance Rubric which has been approved by shared governance. Any changes to the current Quality Assurance Rubric will be developed in consultation with governance.

- f) The SME will be paid \$2000 upon agreeing to create/convert a course, and \$5500 upon successful completion, implying the course passing Quality Assurance Review. Any new online course offered will have been compensated for its development.
- g) Should the administration be compelled to use a course developed that meets NJIT's academic standards for the delivery to students but deemed not acceptable in accordance with the Quality Assurance Rubric and, as a result the course as developed is used for no more than one offering of the course, the SME will be paid \$1750 in addition to the initial \$2000 payment, and may be denied the right of first refusal to teach the course more than once. In such cases the SME will be given a written statement detailing the alleged deficiencies that resulted in the course being deemed unacceptable. Whether or not the denial of full compensation was reasonable, in light of what was actually produced to the university, is subject to appeal in accordance with the process as set forth in Exhibit B.
- h) If the SME fails to deliver a course that passes Quality Assurance Review within the agreed-upon time, and the course is not offered as a result, the SME may be denied some or all of the remaining agreed upon compensation, and their right to future opportunities to develop/convert the same course. In such cases the SME will be given a written statement detailing the alleged deficiencies that resulted in the course not passing review. Whether or not the denial of some or all of the remaining compensation was reasonable, in light of what was actually produced to the university, is subject to appeal in accordance with the process as set forth in Exhibit B.
- i) Final course materials produced according to this protocol are works-for-hire to which NJIT retains rights, subject to the SME's right to use these materials to teach courses in the future, at NJIT. In addition, the SME may use their written product (e.g., syllabi, lecture outlines, etc.) if they leave NJIT, but not the electronic product.
- j) In cases where a department does not have a qualified Instructional Staff Member willing to serve as an SME the Associate Provost for Online Programs, in consultation with the academic unit offering the course, may find a non-NJIT expert willing to develop the course under the terms discussed above.

2) Course Offerings and Instruction

- a) The Instructor who develops/converts a course will be given the "right of first refusal" to teach one section of the course the first five times it is offered. After the course has been taught two times, the course will be examined for its student course evaluation (by the Chairperson of the unit offering the course, or Dean in units without a Chairperson) and

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its successful passing of the SARA-related review (done by the College-appointed reviewer). Based on the results of the foregoing reviews the academic head of the unit offering the course shall determine if the Instructor's "right of first refusal" shall continue for the remaining three times the course is offered. If the Chairperson, or Dean in units without a Chairperson, determines that the course does not meet the standards, the Instructor's "right of first refusal" shall terminate.

- b) All Instructors of online courses must comply with all applicable standards for online learning established by the university in consultation with governance. This includes upholding any legal obligations applicable to such courses. If standards are not upheld (as determined by the Chairperson of the unit offering the course, or Dean in units without a Chairperson) the course will be offered to another qualified instructor in its subsequent offerings.
- c) The Large Class Multiplier (LCM) shall apply to courses with the following modifications: Classes will not exceed 30 students without the explicit approval from the appropriate Dean.
 - i) 31-43 students: LCM = 1.25
 - ii) 44-63 students: LCM = 1.50
 - iii) 64-84 students: LCM = 1.75
 - iv) 85+ students: LCM = 2.00
- d) Instructional Staff Members who are assigned to teach online learning courses, pursuant to the terms of this agreement, shall do so as part of their normal teaching load. As per current practices, University Lecturers and Senior University Lecturers may also teach online courses for additional compensation (i.e., adjunct contracts). In all cases, including when an online learning course is assigned to a University Lecturer or Senior University Lecturer, the LCM as set forth in Section II.2.c above shall apply, either through teaching release when on load or additional compensation in the case of adjunct contracts. In case of adjunct contracts, the LCM will be applied by way of a percentage increase in compensation per the LCM (e.g., if the course is contracted at \$X and the course has 32 students then the instructor will be entitled to 1.25(\$X) compensation).
- e) Online Learning courses shall first be assigned to SMEs with the right-of-first-refusal as specified above. Remaining courses/sections shall be assigned first to qualified Instructors who volunteer to teach these courses. If courses remain unassigned they shall be assigned by the Department Chairperson (or Dean in units without a Chairperson) to any qualified full-time instructional staff member if one is available.
- f) As part of their assignment, Instructors of online courses, like Instructors of all university courses, are expected to make simple course updates such as updating the course syllabus, modifying assignment due dates, and changing student assignments, if needed.
- g) In case an external SME is used to develop a course, they will be offered to teach the course under an adjunct contract at least once. If the course is offered more than once it

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will be offered to a qualified full-time Instructional Staff Member, if there is one qualified to, and willing to teach the course.

- 3) It is understood and agreed that terms and conditions of employment associated with all other teaching modalities (in addition to asynchronous online) that were mandatory subjects of negotiation continue to be mandatory subjects of negotiation. While all terms and conditions embodied in the Collective Negotiations Agreement remain in effect, except to the extent modified by this agreement, the parties agree that they will continue to negotiate over additional mandatory terms and conditions that should be applied to teaching/learning modalities other than exclusively in-person instruction and asynchronous online instruction. Nothing in this MOA shall be construed as a waiver of the PSA's right to negotiate over such terms and conditions of employment, and nothing in this MOA shall be construed to expand PSA's right to negotiate over such terms and conditions of employment beyond PSA's right to negotiate prior to this MOA.

Fadi Pierre Deh
For NJIT

6/28/2022
Date

Walter Kononoff
For the PSA

6/22/22
Date

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[Date]

[Instructor]

[College]

New Jersey Institute of Technology

University Heights, Newark, NJ 07102

Online Course Development Agreement

This letter serves to confirm your agreement to develop a fully online version of [Course Name]. For this work you will be paid in accordance with the Memorandum of Agreement between NJIT and the Professional Staff Association regarding Development and Delivery of Fully Online Courses Taught Asynchronously (the "Online Course MOA"). The Office of Online Programs will not assume costs associated with use rights for copyrighted materials used in connection with the development of the course. Rather, approval for such costs must be processed and approved through the existing procedures applicable to other courses at the university.

By signing this letter, you agree that course development will begin on [Date] and be completed for review by [Date]. The expectation is that the revised course will be complete and ready to be offered in an online mode for the [Semester] semester.

As part of this agreement, you are expected to work closely with an instructional designer from the Office of Digital Learning to ensure that the final product passes NJIT's Quality Assurance in eLearning rubric. This includes developing course content and lecture materials that are designed specifically with best practice for asynchronous course delivery. Video recordings and images in which students are identifiable cannot be used as part of course content. Before signing this agreement, you have reviewed the Quality Assurance in eLearning rubric and agree that if the online course that was developed fails to meet this rubric, or is not delivered by the agreed upon deadline, your right to receive the \$XXXXX payment may be forfeited in accordance with the terms of the Online Course MOA.

Final course materials produced according to this protocol are works-for-hire to which NJIT retains rights, subject to the SME's right to use these materials to teach courses in the future, at NJIT. In addition, the SME may use their written product (e.g., syllabi, lecture outlines, etc.) if they leave NJIT, but not the electronic product. As part of this agreement, you will receive a "right of first refusal" to teach one section of the course in the first five offerings of the course as

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part of your normal teaching load, provided the conditions in the Online Course MOA are met. As part of this assignment, you agree to make simple course updates such as updating the course syllabus and changing student assignments, if needed.

When this revised course is offered online, there will be a cap of 30 students to ensure standards can be met. These standards include regular and substantive interaction with students and timely response to students' questions. In cases more than 30 students are registered, the provisions of the MOU with PSA will apply.

The Online Course MOA governs this agreement. To the extent that there is a conflict between the Online Course MOA and this agreement, the Online Course MOA shall govern.

A copy of the Quality Assurance in eLearning rubric has been included for your reference.

Signature: _____ Date: _____

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EXHIBIT B

Appeals Process for Appeals Pursuant to Sections II.1.g & h of the Memorandum of Agreement entitled "Development and Delivery of Fully Online Courses Taught Asynchronously."

- A. The exclusive avenue for the review of determinations made pursuant to Sections II.1.g & h of the Memorandum of Agreement on the "Development and Delivery of Fully Online Courses Taught Asynchronously" ("MOA") shall be through appeals filed pursuant to the following provisions. The exclusive remedy that can be awarded at any step of the appeals process is additional pay to the Subject Matter Expert ("SME") not to exceed the total amount of compensation listed in Section II.1.f of the MOA. Determinations made pursuant to these sections of the MOA shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted.
- B. There shall be a three-step appeals process for appeals of determinations made pursuant to Sections II.1.g & h of the MOA. Appeals must first be filed with the Provost's office within thirty (30) days of the SME receiving written notification that the course they developed or converted pursuant to the MOA was deemed not acceptable in accordance with the Quality Assurance Rubric and/or that they would not receive full compensation as provided for under Section II.1.f-h of the MOA.
- C. The administration shall designate a Dean and the PSA shall designate a full-time member of the instructional staff to form a 1+1 Committee to hear initial appeals. Each party shall designate an alternate to serve in this capacity to hear appeals when their primary designee was involved in the course review process or otherwise has a conflict of interest. The process at the first step is intended to be informal. The administration's and the PSA's designees shall have the authority to resolve appeals on behalf of the respective parties.
- D. A meeting will be held with the 1+1 Committee within twenty days (20) days of the filing of the appeal. At this meeting the instructional staff member will set forth the bases for their appeal. The 1+1 Committee shall render a decision within ten (10) days of the meeting. If the 1+1 Committee accepts the instructional staff member's position, or another mutually agreed upon resolution is reached which is acceptable to all parties, the appeal shall be considered resolved.
- E. If the appeal is not resolved at the level of the 1+1 Committee the instructional staff member may refer it to the APRC for resolution, in writing to the Provost's office, within ten (10) days of receiving a written determination from the 1+1 Committee. Once constituted, the APRC will convene to hear the appeal as soon as reasonably practicable, but within the semester in which the appeal is filed and shall render its decision within ten (10) days after the Hearing.
- F. The APRC may hear appeals in person or by video conference and may consider more than one appeal in a single day. An expedited procedure shall be used that allows the party appealing to present for up to 30 minutes, with the option for the time to be extended at the option of the committee.
- G. If the APRC is deadlocked the appealing party may file an appeal of the matter to the University Provost for final resolution, which shall not be subject to further appeal. Appeals to the Provost shall be in writing and determined on the record. The Provost shall consider the appeal and make a determination within thirty (30) days of the receipt of the appeal.
- H. For the purposes of this Appeals Process "days" shall be defined in accordance with Article VI.D.5 of the Agreement.

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