

# **Temporary Agreement**

## **Between the HCCC Professional Association, Union of the Full-Time Faculty, and Hudson County Community College for Zero-Cost Textbook (ZCT) Work from Fall 2024 through Fall 2026**

July 9, 2024

This letter serves as a memorandum recognizing a temporary agreement between the HCCC Professional Association and Hudson County Community College for Zero-Cost Textbook (ZCT)<sup>i</sup> work for the fall 2024 through the fall 2026 semester.

The use and promotion of Open Educational Resources (OER) and their use in the creation of Zero-Cost Textbook Courses is part of a larger initiative by the College to provide our students with zero-cost textbooks and other classroom materials.

Zero-Cost Textbook (ZCT) work qualifies as a non-teaching additional assignment as stated in ARTICLE XV, Additional Faculty Assignments of the Association's contract. This agreement shall not supersede any terms or conditions stated in the agreement between the College and the PA. Procedures not currently mentioned in the contract will follow the procedures enumerated below for the duration of this agreement.

### **Approval for ZCT Assignments**

1. Courses that have been previously approved by Curriculum & Instruction will be available to all unit members for ZCT development.
2. The Dean of the corresponding Academic School shall use criteria A through E below when offering unit members the opportunity to complete ZCT course development.
  - a. Opportunities for ZCT course development shall be offered to all unit members who are content area experts, or who have expertise in a closely related field.
  - b. Unit members shall have the right of first refusal for ZCT course development in their area of expertise.
  - c. When more than one qualified unit member expresses interest in ZCT course development, the opportunity shall be first offered to the most senior faculty member who has not recently completed an ZCT assignment.
  - d. In addition to the procedures for approval mentioned in 1.a. above, Tier 3 ZCT work (table 1) must also be approved by the Vice President for Academic Affairs and include a rationale.
  - e. Compensation for ZCT course development is tied to each course being developed, not the unit member(s) doing the development (i.e. should two or more faculty members work on course development together, the compensation will be split between them). Additionally, each course will only be developed as ZCT once (e.g. compensation will not be given for multiple sections of ZCT development for the same course).
3. Development of new courses, including those with ZCT materials, will follow the College's formal curriculum development procedures.

4. Upon completion, all ZCT course revisions:
  - a. will be shared with the Zero-Cost Textbook (ZCT) Steering Committee before going to the relevant Academic School.
  - b. must be approved by the unit members of the relevant Academic School for peer review.
  - c. Must be approved by the Vice President for Academic Affairs
5. Faculty members entering into additional assignments for course development and revision shall not be required to agree to OER work with the understanding that one goal of such revision shall be on providing zero-cost (or low cost) options in the course development and revision process in alignment with Article XIII, Academic Matters, Section 4.D in balance with selecting high-quality materials.
6. ZCT course development assignments shall be entered into voluntarily by unit members.

#### **Notification, Professional Development, and Support**

1. Notification

Upon approval of a ZCT assignment, the Associate Director of OER will contact the Library and Center for Online Learning to assign a Librarian and Instructional Technologist to work with the faculty member throughout the duration of the assignment.
2. Professional Development
  - A. Faculty members who have not previously completed the OER Professional Development training must partake in a one-time training and receive an additional 1.0 credit compensation.
  - B. The training will be asynchronous and can be completed in 6-8 hours over a four-week period.
3. Support
  - A. At the onset of the assignment, the assigned Librarian and Instructional Technologist team will meet with the faculty member to discuss the faculty member's needs and timeframe as agreed to on the additional assignment form.
  - B. During an exploratory period following this initial meeting that will not exceed two-weeks, the faculty member will work in collaboration with their team to determine which level of revision they will proceed with. At this point, the faculty member may submit a revised additional assignment form or cancel the additional assignment form without penalty. If taken in load, this meeting must take place prior to the start of the semester.
  - C. Throughout the ZCT assignment, the assigned Librarian and Instructional Technologist team will work with the faculty member to:
    - a. locate OER and free-to-access materials
    - b. ensure that all materials conform to Intellectual Property Law, including copyright law, Creative Commons licenses, and the Fair Use Act, and are compliant with the Americans with Disabilities Act (ADA)

- c. house and organize all course materials in the LMS (Canvas) shell to help facilitate ease of access for faculty, staff, and students
- D. As the content expert, the unit member will be responsible for selecting and evaluating all course materials and will have final say on any materials to be used.

### **Course Outline**

1. In developing a course as ZCT, the unit member shall follow the course description and the Student Learning Outcomes as written in the Course Outline.
2. The unit member shall not alter or replace the course description or the Student Learning Outcomes as part of ZCT course development unless completing a moderate revision, major revision, or new course creation as described in Article XV, Additional Faculty Assignments, Section 2.D.9.K.

### **Authorship Attribution**

Materials created through an OER/ZTC assignment will be attributed to the faculty member on the course outline and through a Creative Commons attribution-noncommercial license (CC BY-NC). As part of the CC BY-NC, the faculty member's authorship will be acknowledged any time the materials are shared, in whole or in part. The faculty member and College shall both retain the right to use and distribute the materials for noncommercial use provided that attribution is made.

### **Compensation**

1. Table 1 below establishes the level of compensation for each tier of ZCT work.
2. Replacing a textbook with OER materials requires updates to course materials, assessments, and instructional strategies. Therefore, any ZCT work as outlined in the table below will be completed as an ***add-on*** to a minor revision, moderate revision, major revision, or new course creation, for which compensation is detailed in Article XV of the Collective Bargaining Agreement between the Association and College.
3. Faculty can choose to take compensation in-load in consultation with the Dean of their relevant Academic School. This will be decided on a case-by-case basis. If compensation is taken in-load, the initial meeting between the faculty member, a librarian, an instructional technologist, and the Associate Director of OER, as well as the two-week exploratory period must be completed before the start of the semester when the work will be completed.

### **Table 1**

	Type of OER Work	Description	Involved Tasks	Additional Hours of Work (Beyond Training & Course Revision/ Development) <sup>ii</sup> & Credit Equivalent
<b>Tier 1</b>	Textbook Replacement with Zero-Cost Textbook	Replacement of a traditional textbook with a single OER textbook	Reviewing textbook options in consultation with coordinator, area faculty, and Academic Dean	Additional hours: 0 Credits: 0
<b>Tier 2</b>	<b>2A</b> Textbook Replacement with Multiple Zero-Cost Materials	Replacement of a textbook with multiple OER and free-to-access texts/readings/materials	In partnership with a Librarian, finding OER and assessing quality	Additional hours: 25-30 Credits: 2
Or	<b>2B</b> <i>Online Lab/Simulation Replacement with Multiple Zero-Cost Labs/Simulations*</i>	<i>Replacement of online labs/simulations with multiple OER and free-to-access labs/simulations</i>		
<b>Tier 3**</b>	Revising/Adapting/Remixing Course Materials	Replacement of a textbook with multiple OER and free-to-access texts/readings/materials, including the revision, adaptation, and remixing of these materials	-In partnership with a Librarian, finding OER and assessing quality  -Revising, adapting, and/or remixing texts and materials	Additional hours: 50-60 Credits: 4

<sup>i</sup> Definitions:

Open Educational Resources (OER) – Open Educational Resources are teaching, learning, and research materials in any medium – digital or otherwise – that reside in the public domain or have been released under an open license that permits no-cost access, use, adaptation, and redistribution by others with no or limited restrictions (William and Flora Hewlett Foundation).

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Zero-Cost Textbook Course (ZCT) - A Zero-Cost Textbook course at Hudson County Community College is a course wherein students will not have to purchase a textbook.\* Zero-Cost Textbook courses can be created by faculty using exclusively licensed OER materials or in combination with materials which are free at the point of access for students.

\* Supplementary materials may be required.

\* Zero-Cost Labs/Simulations and any other subscription services shall be reviewed by the Chief Information Officer to ensure the protection of students' personal information.

\*\*Tier 3 ZCT work must be approved by the Vice President for Academic Affairs and include a rationale.

ii Tasks involved in course revision and development are described in Article XV (Additional Faculty Assignments) of the Collective Bargaining Agreement between the Association and College as follows:

k. Course development & revision

In accordance with Article XXVIII, Section 3 of this agreement, compensation for course creation and revision, regardless of modality (i.e., face-to-face or online) shall be paid as follows:

i. Minor Revision: 1.5 credits.

A minor revision involves basic updating due to the passage of time, such as: editing the course outline to conform to a new edition of the same textbook (without changing the sequence of topics, learning outcomes, or assessments).

ii. Moderate Revision: 2.0 Credits.

A moderate revision involves work that courses require as a consequence of a textbook change, such as a fine-tuning of assignments, discussions, and instructions. A moderate revision is one in which one quarter of the topics, learning outcomes, or assessment are created anew (not merely edited).

iii. Major Revision: 3.0 Credits

A major revision involves substantial work to be done by the faculty member to make the course viable. Any course that needs a major revision has more than half the learning outcomes, assignments, assessments newly created or changed substantially (not merely edited). This involves work such as: creating substantive new course material, aligning to new learning outcomes, creating new assessments, substantially re-writing and updating the course.

iv. New Course Creation: 4 Credits

New course creation involves the complete development of a course, whether redesigned or newly proposed, and whether taught online or face-to-face.

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President, HCCC Professional Association

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Christopher Reber  
President