

The Many Facets of Politics and Ethics
in Designing and Implementing an Online MS Degree Program

Paper prepared by

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Teaching Online in Higher Education

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This paper focuses on the intertwining elements of politics and ethics in the design and implementation of the first online MS degree program at California State University, Fullerton. The Master of Science in Instructional Design and Technology (MSIDT) accredited by WASC prior to its implementation in 2001 is an online learning community in a cohort model which has been implemented with 3 cohorts of 18-25 students each. The program consists of ten courses (30 units) in a 20 month year-round program with two courses per each 16-week term segment. This program focuses on the direct applications of technology for teaching, learning and curriculum development used by professionals in K-12, business, industry, military, or corporate settings.

The program has a unique governance structure housed in the office of the Associate Dean of Education as an interdisciplinary program with faculty from elementary, secondary, special education, reading and educational leadership departments who all have expertise and/or training in instructional technology, curriculum design, adult development and/or assessment and evaluation.

Many new and unexpected intertwined political and ethical elements thus emerged related not only during the creation of this online degree but also upon implementation in relationships between the MSIDT academic unit and other campus units or support systems.. The MSIDT program was the first online MS degree program at the university and we were charged by the Vice President of Academic Affairs who came to the School of Education in June, 2001, with the opportunity to develop the first online MS degree program at the university in the area of instructional design. He provided about \$75,000 for the overall program development and implementation with the first cohort. Contracts were develop with the organizing team of faculty and the

workgroup manager which included support for the course development phase of this new degree program. We worked together as a group of interdisciplinary faculty chosen for our expertise in technology, instructional design, program development, consultancies with corporations, assessment/evaluation, adult development expertise and training, related research and textbook authorship, and other campus wide leadership experiences. Thus, we have considered ourselves from the very beginning of this process as a unique team with a common vision and commitment to not only honor the charge we were given but also to develop a quality program that could serve as a model for other programs not only on our campus but also statewide. It is interesting to note that there was no similar program within the entire 25 campus CSU system at that point which had a K-adult range in its curricular philosophy and structure.

POLITICS

Politics began to creep into our work from the very beginning. At the same time that the Vice President charged us with this project, he also provided funds for the College of Business to develop an MS in Information Technology. However, that project fell apart due to the bickering and territorial maneuvering that occurred among the departments that were going to work together on that project. At one point, there was preliminary discussion to possibly cross-list one of our classes with the MS in IT program. However, we soon became very cognizant of the implications of this politically charged environment and were determined not to let the same concerns about “territory” enter into our shared commitment to a team working environment.

Once we had developed the curriculum we then moved through the various curricular review committees which proved to be a daunting task. It may be that we were

naïve about the acceptance of this new curriculum but there were many faculty who were very suspect about not only the online delivery of curriculum but the viability of various courses that we had developed and the entire programmatic structure overall. We had specific challenges from units such as Management in Business related to the project management aspects of the program. Faculty who taught English to second language learners and in science education felt that some of their existing courses should be part of our new curriculum. This was most challenging since it was clear to our team that there was not a curricular match and it took quite a bit of discussion in various committee settings to convince them otherwise.

We had other political challenges with the names of various courses and the assumption that others had the authority and experience to be part of this team. Even though we had analyzed 15 national programs to determine commonalities of curriculum and used that knowledge in conceptualizing our program structure, it seemed as though our credibility for quality curriculum development was always an underlying “misassumption” by many faculty and committees on campus. We developed strands throughout the program (see Appendix 1) which helped to solidify the programmatic underpinnings and eventually helped to quell some of the concerns about the viability of the curricular plan overall. We definitely learned that while innovation may be espoused in higher education but it is definitely “suspect”!

Other political issues arose during the meeting of the entire Academic Senate which concerned us all due to the lack of understanding in general of the nature of online learning on our campus. Again, we expected many challenges to the innovative nature of this program in that final approval setting but we had worked diligently behind the scenes

with various campus constituencies to allay any fears or answer questions or concerns prior to the most critical final faculty approval process in this all-university setting. We were truly amazed at the acceptance overall of this program and the lack of objections at that point. The only question or suggestion of substance was related to the TOEFL score that we had included for our program requirements and there was the recommendation that we raise the score higher than other MS degree programs on campus due to the nature of the online environment as being primarily text-based..

We were most fortunate that the CSU Trustees provided an opportunity for our work to be fast-tracked and not have to go through the normal trustee review process which would have delayed the approval and subsequent implementation of this program by almost two years. In addition, once we had completed the Substantive Program Change proposal and submitted the documentation to our regional accreditation agency – Western Association of Schools and Colleges (WASC)- the interview process took only about 30 minutes on June 13, 2002. We received our official accreditation that same afternoon, less than one year after we had convened as a work group to envision and develop the program – which was a campus record!. Of course, this would not have been accomplished if it had not been for the political maneuverings and obvious support and intervention by our Associate Vice President of Academic Affairs and three Deans who made themselves available via conference call from Lithuania for this very important accreditation interview. .

Once we moved into the implementation stage, we had new political issues related to personnel such as course contract development with issues of copyright and portability of content (see Appendix 2- Work for Hire Agreement). This contract turned

out to be a very important part of the curricular integrity aspect of the program with personnel implications, etc. There were other political problems due to the hiring process in an online interdisciplinary structure or with the instructor review process with a new online course evaluation protocol never used before on campus. The university did not have a protocol or structure in place to accommodate our needs and thus many campus units had to create new ways of changing their existing processes or making variances for our program as we moved along in the actual daily working realities towards implementation..

Other issues related to faculty assignments arose– specifically with the juxtaposition between the home department (not online) and intermittent teaching in the MSIDT program. There were political concerns from the various department chairs due to the implications of a pending state budget crisis in higher education which would impact course delivery options within their own units. Thus there were often some concerns to part with a particular faculty member to work in MSIDT when there was a need within their own unit. It must be recognized that the chairs in the School of Education were immensely supportive during most of this process and sent representatives from their units to be part of the program advisory council.

We also encountered opportunities for developing new strategies and protocols in working with the entire campus support network – Admissions and Records, Graduate Studies office, Registration, Health center, Business and Financial Affairs and Information Technology. For example, there had never been a FAD report developed for such an interdisciplinary program on the campus and Scheduling had to create a new process identifying our faculty as “Volunteers’ for their own units. We had

conceptualized the program as term segments of 16 weeks each with a one week break which challenged the university structures not only in Scheduling, but also in Admissions and Records, Institutional Research, Grade Reporting, Business and Financial Affairs, the campus bookstore and other units. We also had a glitch with the Health Center who wanted to hold up our students' registrations until they were immunized even though they would only be on campus a total of 2 times in their entire MS degree program! We eventually got this reversed by using our own interpretation of a small paragraph in a new Chancellor's Office Directive related to the immunization policies system wide.

ETHICS

Ethics unexpectedly became part of our program implementation process. There arose special considerations related to the ethical interactions and expectations between and among students and faculty. Due to the team structure of the program, we had to develop and articulate an expected faculty work ethic and dynamic to accomplish the both the creation and implementation of this program. We encountered a violation of professional behavior online from one student that required involvement with the campus police and linkage to new state penal code for harassment and threatening comments (whether implied or actually implemented or not) in an electronic medium. This student used the online environment to question every aspect of the program from the very beginning of his involvement with the program which eventually became harassment not only of the program coordinator but of other campus units who were trying to assist him with issues beyond the MSIDT program such as Business and Financial Affairs. Unfortunately, the university did not have any policy or code of ethics for this level of inappropriate and unprofessional behavior. We had to work with the campus police to

help resolve the problem and the university gave this student a “cease and desist” order with parameters for his subsequent interactions online. Based on that unexpected and fairly distressing situation, we then developed a program code of ethics and the creation of two problem solving items on the interview questionnaire during the new cohort selection process along with a related small group activity at boot-up camp orientation (see Appendix 3 – Applicant Interview Protocol – Problem Solving Questions).

Due to our shared commitment and working experience as a TEAM for over 3 years now, it was part of our philosophy to try to create a *community of learners* to help solidify the program and provide a unique learning experience for our students. With that in mind, we recently designed a study to examine how an online learning community emerged from the first cohort of MSIDT students, now graduated from the program. While several contemporary studies have explored how community evolved within the context of a university course taken online for a semester, very little research currently exists regarding how an online learning community evolved within the curricular scope and sequence of an online degree-granting program. Furthermore, while several studies have investigated how an online learning community evolved from one researcher’s perspective, few studies have integrated the multiple perspectives of six faculty members who teach in the program. We expect that this study will not only provide multiple dimensions for our work overall including a better grounding of shared ethics but will also better connect and intertwine the faculty, university support systems and the students in a shared goal of attainment of a professional goal..

Finally, overall themes that matched our experience could be summarized as misassumptions/misperceptions, inflexibility in the overall system, reshaping the

bureaucracy, governance dynamics, territorial or protocol conflicts, creation of new team working principles, as well as individualism with student learner expectations.

APPENDIX 1

STUDENT LEARNING OBJECTIVES AND PROGRAM STRANDS

Student Learning Objectives: Together, IDT faculty identified and integrated six overarching program learning goal strands into the curriculum. These six strands include: assessment/evaluation, collaboration, critical thinking and problem solving, media literacy, research, and written communication. Each learning goal strand is defined below.

- Assessment/Evaluation - ability to develop appropriate criteria and implement methodology for determining the effectiveness of teaching and learning strategies and experiences.
- Collaboration - ability to work productively in team or collaborative settings to achieve common goals or purposes.
- Critical Thinking and Problem Solving - ability to analyze, evaluate and synthesize information as well as generate and apply appropriate solutions to solve problems based on reasoned rationale.
- Media Literacy - ability to plan, design, implement and assess various media while considering ethical and equity issues.
- Research - ability to conduct, evaluate and synthesize research and apply theoretical ideas to practical settings.
- Written Communication - ability to effectively present ideas in a logical framework in a variety of written forms with proper language structure and mechanics.

APPENDIX 2

WORK FOR HIRE AGREEMENT

Work Made For Hire Agreement

This Agreement is entered into as of _____ by and between California State University Fullerton, acting on behalf of the Trustees of The California State University (collectively “University”), and _____ (“Creator”); .

Recitals

WHEREAS, University desires to commission Creator to create, develop and produce a credit course (“Course”) tentatively entitled, _____ and described briefly as follows:

_____ for University’s use, and

WHEREAS, University plans to offer the Course to students both on and off campus through the use of several media, including but not limited to television broadcasts, electronic or digital transmissions, and/or by sale, license or loan, and

WHEREAS, Creator desires to develop and produce the Course and any related course materials and to allow University to utilize the course materials in many different contexts, including for commercial purposes, and through many different arrangements,

NOW, THERFORE, for good and valuable consideration, the sufficiency of which the parties acknowledge, University and Creator agree as follows:

I. Production and Delivery of Course and Course Materials

- A. Description and Purpose.** Creator will create, develop and produce all materials required to teach the Course, including but not limited to all illustrations, charts, graphs, syllabi, guides, exams, answer keys, handouts and reference lists in the medium mutually agreed upon by the parties (“Course Materials”). The Course Materials required for the course are set forth in Attachment A.
- B. Funding and Other Support.** To assist Creator in preparation of the Course Materials, University will provide the following financial, technical and staff support: multimedia laboratory, HTML developer, graphics designer and instructional designer.
- C. Production Deadline.** Creator will deliver to University all Course Materials in form and content satisfactory to the University on or before _____. As with the preparation of any other scholarly or creative work, Creator is be expected to deliver accurate and current information.

- D. Missed Deadline.** If the Creator does not deliver the Course Materials on or before or if the Course Materials are not complete and satisfactory in form and content, as determined by University at its sole discretion, University may:
1. Terminate this Agreement by giving written notice to Creator;
 2. Hire another individual to complete the Course Materials and deduct this cost from any amount owed Creator; and/or
 3. Obtain Creator's written commitment for delivery at a later date.
- E. Named Credit.** Creator will receive full credit as the named author or principal developer of all copies of the Course Materials prepared by or authorized by University. Creator has the right to remove Creator's name from any copies of the Course Materials made or authorized by University.
- F. Rights of Third Party.** Should either Creator or University reasonably conclude that any of the Course Materials may violate the rights of a third party, the procedure and the right to make revisions shall be consistent with the procedures set forth in Section VI below. Pending such revisions, University may remove the portions of the Course Materials that create the potential violations before making any further use of the Course Materials pursuant to this Agreement.
- G. Credit for Teaching Workload, Promotion, and Tenure.** This Agreement does not address or make any adjustments with respect to Creator's teaching workload, release time, compensation, course enrollments, teaching evaluations and teaching credit for purposes of review, promotion and tenure at University. These issues must be examined outside the context of this Agreement and necessarily require consideration by other members of University community.
- H. Teaching Commitment.** Commitment to teach this course requires a subsequent contract that will be arranged through the School of Education.
- II. Consideration.** In consideration for delivery of the Course Materials in accordance with the provisions of this Agreement, University will pay Creator the sum of upon receipt and acceptance, at the University's sole discretion, of the Course Materials.
- III. Title and Copyright Ownership**
- A. Work Made for Hire.** The parties intend this to be an agreement for services and each considers the Course Materials to be a work made for hire. Subject to the limitations set forth in Section V of this Agreement,

Creator acknowledges and agrees that the Course Materials (and the rights therein, including but not limited to the right to reproduce, distribute, perform, transmit and prepare derivative works) belong to and are the exclusive property of University.

- B. Assignment of Copyright.** If for any reason the Course Materials are not held to be a work made for hire under applicable law, Creator does hereby sell, assign and transfer to University, its successors and assigns, the entire right, title and interest in and to the copyright in the Course Materials and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Course Materials, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- C. Moral Rights.** If the Course Materials are one to which the provisions of 17 U.S.C. 106A apply, Creator hereby waives and appoints University to assert on Creator's behalf Creator's moral rights or any equivalent rights regarding the form or extent of any alteration to Creator (including, without limitation, removal or destruction) or the making of any derivative works based on Creator, including, without limitation, photographs, drawings or other visual reproductions of Creator, in any medium, for university purposes.
- D. Transfer.** Creator agrees to execute all documents, and to perform such other proper acts, as University may deem necessary to secure for University or its designee the rights herein assigned.

IV. Term. The right of University to use the Course Materials pursuant to this Agreement will terminate 5 years from the date this Agreement is first executed. By that date, University will assign and transfer to Creator all copyrights to the Course Materials and prepare at its expense all necessary documents to do so. The parties understand that this termination date is based on their best effort to project the likely viability of the Course Materials for future instruction.

V. Creator's Rights to Use Course Materials. Throughout the term of this Agreement, Creator may use the substantive content of the Course Materials, without further consent or approval from University, in any scholarly or creative works that do not compete with University's actual or planned use of the Course Materials, subject to any University policies and procedures related to such materials and such uses as may be in effect from time to time. In particular, Creator may use the content in textbooks, journal articles, conference presentations, consulting projects, and other scholarly works or professional activities that do not compete with University's actual or planned use of

the Course Materials. Creator may also allow or arrange for the reproduction, packaging, and distribution of all or part of the Course Materials for use in connection with a textbook or other teaching materials developed by Creator for the general education market as long as such use does not compete with University's actual or planned use.

VI. Revisions. Creator may revise, at Creator's expense, the Course Materials once annually during the term of this Agreement in accordance with academic standards. Upon receipt of a written request from University and in return for additional compensation in an amount based on accepted standard daily rate. Creator agrees to update the Course Materials within forty-five (45) days. The provisions of this Agreement apply to each revision of the Course Materials by Creator as though that revision was the Course Materials being published for the first time under this Agreement. If Creator is unable or unwilling to provide a revision within the time period above, or if Creator has left the employ of University or is deceased, University may have the revision made and charge the cost against the sums due Creator under Section II above, if any, and may display, in the revised Course Materials and in advertising, the name of the person or persons who made the revision.

VII. Royalties. Should University receive any revenues from the broadcast, sale, or other distribution or use of the Course Materials, 50% of the net proceeds will be distributed to University and 50 % to Creator. Any amounts due Creator, subject to the terms of this Agreement, will be paid once annually. Allocable revenues do not include tuition and fees paid by students to take a course based on the Course Materials. The University may recoup its expenses associated with production of the Course Materials before allocating any revenues to Creator.

VIII. Copyright Registration and Enforcement. During the term of this Agreement, University may at its discretion register the copyright in the Course Materials. Throughout the term, University is responsible for enforcement of the copyright.

IX. Additional Warranties and Indemnification. Creator warrants that Creator is the sole owner of the Course Materials and has full power and authority to make this Agreement; no portion of the copyright has previously been assigned; the Course Materials have not been published elsewhere; the Course Materials do not infringe upon any valid privacy, copyright or other proprietary right of any other person; Creator has obtained all necessary permissions and/or releases; Creator will obtain such consents at Creator's expense and will deliver them to University with the completed Course Materials; and the Course Materials contain no libelous, defamatory or other unlawful material. Creator agrees to defend and hold University harmless from any claim, suit or proceeding based upon the grounds that the Course Materials contain such infringing or harmful matter, and agrees to indemnify University for any costs incurred in defending, settling, or otherwise responding to such claims.

X. Entire Agreement; Modification. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes

any and all prior oral or written understandings and agreements relating hereto, and may be amended at any time only in a writing signed by both parties.

XI. Assignment. This Agreement may be assigned by University, but may not be assigned by Creator without the University's prior written consent.

XII. Non-Waiver. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof may not be deemed to be a waiver of such rights, nor may the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

XIII. Non-Discrimination. In fulfilling the obligations contained in the Agreement, Creator and all those under the direction of Creator involved in the performance of this Agreement may not unlawfully discriminate against any individual on the basis of sex, race, creed, age, color, national origin, religious belief, disability, status as a disabled veteran, or veteran of the Vietnam era, and will comply with all non-discriminatory laws and policies which University promulgates and to which University is subject.

XIV. Governing Law. The laws of the State of California govern this Agreement.

XV. Dispute Resolution. The parties agree that if a conflict arises between Creator and University concerning this Agreement, University's Vice President for Academic Affairs will hear and resolve any dispute.

XVI. Notice. Any notice to either party hereunder must be in writing, signed by the party giving it, and addressed as follows:

To University:

California State University, Fullerton

To Creator:

California State University, Fullerton

Notice is effective upon receipt.

[This space left intentionally blank.]

XVI. Authority. Each individual executing this Agreement represents that they are duly authorized to execute and deliver this Agreement on behalf of the party for which they are signing, and that this Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

IN WITNESS WHEREOF, Creator and University have executed this Agreement on this _____ day of _____, 2002, as set forth below.

UNIVERSITY

CREATOR

by _____
(Signature)

by _____
(Signature)

APPENDIX 3

APPLICANT INTERVIEW PROTOCOL
PROBLEM SOLVING QUESTIONS

9. If you were having difficulty with the Graduate Studies office about your study plan or Financial Affairs that related to fees or other campus financial issues, what steps would you take to try and resolve any conflicts or get resolution or clarification of the situation?

10. In this program you will be a member of a cohort and thus expected to work in a variety of team settings doing team activities and communicating regularly in an online setting with your fellow cohort members. How would you define professional behavior in an online environment? What would you do if a team member or fellow cohort member demonstrated unprofessional behavior in a discussion forum or other online communication vehicle?

