

CODEC: Consortium for Distance Education from CALI

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Introduction

Instructional technology has changed dramatically over the last decade with new technology taking many different forms (e.g., CALI lessons which reinforce existing classes, videoconferencing, internet based courses). These new technologies create the possibility for cooperative distance learning ventures. Video conferencing, which used to be expensive and difficult to use, has now become relatively cheap and accessible. Internet based courses, which were a novelty a decade ago, have now become possible and relatively commonplace.

These technological advances give law schools the chance to work together to significantly advance educational opportunities of their students. Within the United States, law schools can significantly expand their curricular offerings through distance learning. For example, suppose that a law school wishes to offer a course on white collar crime or international criminal law (or any number of other elective courses such as health law), but is unable to do so. This inability can result for several reasons: the school does not have a faculty member who teaches in the desired area; the school has insufficient demand to justify hiring a faculty member to teach in that area; the school does not have sufficient budgetary resources to make a new hire. One way the law school can meet the need for a particular course is let students take the course by videoconference or over the Internet from a faculty member at another law school.

Especially now, when law schools are facing tight (and, in many cases, constricting) resources, the opportunity for distance learning is potentially important.

Internationally, the potential for distance learning offers tremendous opportunities. Suppose, for example, that a law school wants to offer its students a broad-based curriculum on international business transactions and international taxation. Some law schools will have a professor who teaches in these areas, but the faculty member will usually teach only a course or two. By distance means, a law school can provide its students with a variety of courses: Doing Business in the Pacific Rim and Asia; European Union Competition Law; European Union Sales of Goods Laws, etc. Moreover, by bringing together faculty from all over the world, a school can arrange to have these courses taught by experts in the field.

An additional attraction of distance learning is the possibility of accessing market and revenue streams outside of traditional J.D. markets. Law schools could choose to offer distance courses for continuing legal education purposes, to non-J.D. students, or to others. The consortium system will provide an excellent foundation upon which to explore these markets.

In recognition of the potential of distance learning technology, the American Bar Association's (ABA) Section on Legal Education issued Standard 306 pertaining to the use of Distance Learning in ABA accredited law schools (Appendix A). To briefly summarize, this standard lets law schools offer entirely distance-based course or portions of courses as distance learning to its students. An individual student can earn up to 12 hours per law school career through distance means.

The new Consortium for Distance Education - CALI (CODEC) is designed to create a marketplace, which allows schools to cooperate for distance learning purposes. The goal is to create a platform from which law schools can engage in distance education to the extent that they deem desirable. Member schools can choose to be active providers or recipients of distance education. Alternatively, they can choose to offer (or accept) only a single or occasional course by distance means. CODEC will create a convenient environment for faculty to offer courses, students to take courses and institutions to allow their members to participate.

While CODEC will help member schools gain insight into how to construct and deliver distance-learning courses, the technology for such courses is already available and readily accessible. As a result, although CODEC will provide member schools with a place to debate the merits of various types of distance technology, CODEC will not provide the technological platform for distance education. CODEC's primary objective is to create a marketplace that helps the free market of distance education flourish. CODEC regards this document as a starting point for engaging the law school community in the necessary dialogue to arrive at the final design for the consortium.

Précis

- i. Establish a unified catalog of distance learning law courses (hereafter CODEC for COnsortium for Distance Education from CALI) available for members of CALI.
- ii. Producers of courses may designate the parameters of their course including which law school's students can take the course, enrollment limits and the price per student.
- iii. Consumers of courses will be free to designate what law school's courses they will allow their students to take and in what numbers.
- iv. Students will receive credit from their home institutions.
- v. CALI will develop a centralized, database-backed website where producers can list courses, consumers can post a desire for certain courses, students can register for courses, and faculty can submit final grades for the students taking courses.
- vi. CALI will develop and operate the website with design input from the

participating legal education community. An advisory board will filter community design and feature requests.

Consortium Details

I. Terminology

In this document, the term “producers” is used to refer to law schools that offer classes for students outside their school. The term “consumers” refers to law schools that allow their students to take courses from other law schools. CODEC assumes that most member schools will be both producers and consumers of distance learning. Faculty and students at each type of school would be referred to as Producer Faculty and Consumer Students.

II. Remuneration

CODEC participation will be governed by free market principles, and the function of CODEC’s website is to create a Coasean marketplace which reduces the friction for consummating transactions between producers and consumers. In other words, remuneration is a matter to be decided between producer schools and consumer schools, or perhaps between producer schools and consuming students, rather than by the consortium. CODEC’s goal is simply to create a way for producers to inform consumers of courses that they are willing to offer, and of the prices that they have set for their courses. CODEC envisions that the terms set by producers could take any number of forms including the following:

A. Barter. Schools would be free to agree between themselves to exchange courses. For example, suppose that one school desires a course in International Criminal Law while another school desires a course in First Amendment law. If each school has the potential to offer what the other school desires, the schools might agree simply to “exchange” the courses. In other words, a faculty member at one school might teach an ICC course by distance at the other school, and a faculty member from the other school might return the First Amendment course, with no compensation between the two institutions.

B. Fee Per Student. Subject to the willingness of consumer schools to permit their students to take the courses, a producer school might choose to offer courses on a fee per student basis. If the producer school so chose, and if consumer schools were willing to permit it (and accept the credit), a producer school could offer distance courses (e.g., over the internet) to any student willing to pay the fee (or to a limited subset of students, as the producing school dictates). Producer schools would collect these fees directly from consumer students.

C. Per School Fee. To the extent that a producer school and a consumer school agree, a consumer school could pay a producer school for offering a course by distance means at its own institution.

D. Alternative Possibilities. Any other arrangement that meets the agreement of participating schools is possible and permissible.

III. Academic Calendar Coordination.

CODEC recognizes that each school has different start/end times for their academic calendar, holidays, exam periods, etc. Each school that offers a course through CODEC is free to create its own registration deadlines and course calendars either individually or consultation with a consumer school.

IV. Course Registration.

Students registering for a consortium course shall do so through the CODEC website. CODEC will then distribute the information to the local administrative computing systems.

V. Producer control over enrollment

Producer schools shall be free to determine for themselves who they will accept as students. Producer schools shall be free to limit registration only to students from specified consumer schools. Consumer schools shall be free to decide which courses, and which institutions, in which their students may enroll.

The CODEC system allows schools to create smaller, mini-consortia where each school has designated only a few other schools for accepting students. For example, schools can choose to participate only with some subset of the CODEC market. For example...

- i. All schools within a single state or other geographic region,
- ii. Two schools with a partnership agreement to trade areas of expertise in teaching,
- iii. Schools with similar admissions policies based on LSAT or GPA, etc.

By participating in the larger consortium, law schools gain the benefit of the consortium's services and keep their options open for future expansion. In other words, the "network effect" of the consortium can leverage the power of the collective.

VI. Consumer control over course selection

Membership in the consortium does not require that a consumer allow any of their students to take courses from any producer. As required by ABA Standard 306:

"...(a) A law school may offer credit toward the J.D. degree for study offered through distance education consistent with the provisions of this Standard and Interpretations of this Standard. Such credit shall be awarded only if academic content, the method of course delivery, and the method of evaluating student performance are approved as part of the school's regular curriculum approval process..." (Emphasis mine)

Once producers make a list of courses available - and for what law schools they will accept - consumers can view the list and indicate to the system which courses that their students can take. This can be done on a global basis or an ad hoc basis.

VII. Course pre-requisites

Producer schools are free to establish prerequisites for their courses and to limit enrollment to students who satisfy those prerequisites.

VIII. Academic Credit

Academic credit will be handled variably depending on the wishes of participating schools. If a school allows its students to take courses from a producer school on an independent basis, it is presumed (subject to alternate arrangement by the consumer school) that the producer school will issue academic credit and transferred to the consumer institution as per the consumer institution's ordinary rules governing transfer credit. If distance learning occurs by agreement between two institutions, academic credit should be handled as agreed between the two institutions. In the absence of an agreement, it will be assumed that the producing faculty member will be treated as a "visiting faculty member" at the consuming institution, and the consuming institution shall grant credit. In other words, the distance-learning course is considered to be taught by the equivalent of an adjunct instructor at the consuming institution.

IX. Registration and your local administrative computing system

CODEC shall establish a centralized registration system for all students taking consortium-related courses. CALI staff will build this web-based database system. The system will function as follows:

- A. When producers decide to offer a distance-learning course, they enter the course information, requirements, etc., into the consortium registration system.
- B. As permitted by their home institutions, students may register for consortium courses at the consortium website. Local registrars will then be able to download their own student registrations as standardly formatted data and it will be their responsibility to enter the course registrations into their own local administrative computing systems matching up the courses in the consortium with the courses that they previously entered into their own local administrative system.
- C. Producers can receive the class list of remote students from the system in any of variety of formats (HTML, comma delimited, etc.).
- D. CALI will work with consortium members to design a standard data format for all of these interconnections. Everything will be over the web via registered accounts and secure passwords and high-reliability

hardware.

X. Drop/Add

Producer schools may establish their own rules regarding dropping or adding a course, as well as regarding wait lists. The consortium will strive to make the process unproblematic in respect to the flow of data. The local registrar will have to update the consortium system so that the remote instructor is informed of the student's withdrawal from the course.

XI. Grade administration and grade curve policies

The consortium system will centrally collect grades and deliver them to local registrars. Absent agreement with the consumer school, producer schools shall award grades in the format that their institution authorizes or dictates. Consumer schools shall be free to apply whatever rules they choose to apply to distance courses. For example, a consumer school could choose to treat all distance courses as "pass-fail" courses. Alternatively, they could simply accept the grades awarded by the producer institution. A consumer school might also choose to apply its own internal grading curve to a distance course.

XII. Involvement of law school registrars

The consortium contemplates that this project will require substantive input from law school registrars. CODEC anticipates that it will collaborate with the National Network of Law School Officers (<http://nnlso.org/>).

XIII. Course Delivery

As indicated at the beginning of this document, a variety of distance learning technology is available. CODEC does not intend to dictate to member schools regarding the construction or delivery of distance learning courses.

Regarding the technical aspects of distance learning delivery, CODEC assumes that producer schools will establish the method and requirements (especially technical requirements) of all courses that they are willing to offer. When a course is registered with CODEC, producer schools will specify the method and requirements.

If a consumer curriculum committee approves a course that requires a local room with videoconferencing, then they are also taking on the responsibility of scheduling that room and providing the technical staffing necessary to make sure everything works for every class. This is made clear in ABA Standard 306:

"Interpretation 306-5: Law schools shall have the technological capacity, staff, information resources, and facilities required to provide the support needed for instructors and students involved in distance education at the school.

"Interpretation 306-6: Law schools shall establish mechanisms to assure that faculty who teach distance education courses and students who enroll in them have the skills and access to the technology necessary to enable them to participate effectively."

Producer faculty will, of course, have to make similar arrangements at their school with their local IT staff. It is presumed that no course will be made available unless the faculty member has arranged for the necessary technical support to deliver it. The consortium will provide a clearinghouse of information of best practices in the delivery of distance legal education. This implies a website with links to articles, lists and links of software and development of basic models that faculty can use to get started. In the future, it could involve the development of application specific software or aggregations of tools that can be used to deliver distance education.

XIV. Membership Fees

We estimate that it will take three years to establish CODEC. Law schools wishing to participate can pay \$2000 for the three-year CODEC subscription or \$1000 per year over three years. Law schools coming in later will have to make up the difference from the previous years' missed subscriptions. After three years, we will re-evaluate this fee structure.

XIV. Consortium system development, administration and governance

The consortium will be governed by an independent Board of Directors within the CALI organization. The Board will have decision-making authority for consortium guidance, operations and planning. Board members will elect one of their members as President of the Board.

The board will be made up of four law school faculty and CALI's Executive Director (as an ex officio representative of CALI's governing board) who shall serve staggered four-year terms.

The initial board will be composed of the faculty who took the initiative in developing CODEC and CALI's ex officio member (Executive Director John Mayer) who shall serve the following terms:

Board Member	Term Expires
Mr. John Mayer (ex officio) Executive Director CALI	July 1, 2005
Dean and Vice President David F. Partlett Washington & Lee University School of Law	July 1, 2006
Professor Ellen Podgor Georgia State University	July 1, 2007
President Richard Matasar New York Law School	July 1, 2008
	July 1, 2009

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As an ex officio member of the Board, CALI's Executive Director does not have to stand for election or re-election. However, when a change in the directorship occurs, the new Executive Director will automatically replace the prior Executive Director on the Board. When the term expires of a Board member elected as a faculty member, his/her re-election or replacement shall be determined by a vote of the remaining Directors.