D-E or not D-E, that is the question!

As a result of the COVID-19 outbreak in early 2020 and the closure of schools and many other businesses, the educational landscape began its unprecedented metamorphosis into mass distance education. On March 5, 2020, the USDE released an Electronic Announcement providing broad flexibilities to accrediting agencies to relax normal distance education approval processes so that the delivery of education could promptly continue to students online during the COVID related school closures.

Although that sounds easy enough, the truth is that distance education is not a one-size-fits-all solution for all institutions or programs. Yes, distance education can be an effective way to deliver educational theory, lesson plans, exams, etc., but for programs that require a practical or hands-on component, distance Ed has its limitations. Externships, clinicals, labs, and client services simply cannot be done through a distance education format. For these programs, a combination of distance education and hands-on training appears to be the only option to ensure that graduates have both the knowledge and the skills to succeed beyond graduation.

Now that we find ourselves here, it is important to discuss relevant general concepts about distance education. For federal student aid (FSA) purposes, the U.S. Department of Education treats a program offered via distance education no differently than it treats programs where instruction is offered on campus. Also, contrary to common belief, the USDE does not issue approvals for an institution to offer programs via distance education. The USDE extends distance education approval to accrediting agencies. After distance education approval is secured from an accrediting agency with such authority, no further approvals are necessary. Also keep in mind that the USDE may place limitations on some accrediting agencies regarding the extent of their distance Ed approval authority. For example, it is possible that an accrediting agency may only be able to approve distance education up to 50% of a program's length. Many states also have limitations regarding the maximum percentage of a program that can be offered via distance education. The thing to take away from these comments is that your state regulators and your accrediting agency establish the extent of your distance education offerings.

It is true that, as a result of COVID-19 conditions in our country, the USDE has extended flexibilities to accreditors for expeditious, temporary approvals for their member institutions to offer online training. However, this should not be construed as permanent distance education approval, and most accrediting agencies will require a more detailed application process for institutions to continue distance education offerings beyond the temporary distance education approvals many institutions currently have.

As of the date of this publication, the USDE has not yet extended the temporary distance education flexibilities to payment periods that begin after 6/1/2020 although they have stated in conference calls and webinars that such extension is likely. So, it appears as though distance education in some form will be here for quite some time, if not permanently.

Now that we discussed the basics of distance education approval, it is important to look at what constitutes distance education.

The *Federal Student Aid Handbook* states that…

*"Distance education means education that uses certain technologies to deliver instruction to students who are separated from the instructor and **to support regular and substantive interaction between the students and the instructor**. The interaction may be synchronous (student and instructor are in communication at the same time) or asynchronous"*.

The *Handbook* also goes on to define correspondence courses:

"A correspondence course is a home-study course for which the school provides instructional materials, including examinations on the materials, to students who are not physically attending classes at the school. Interaction between the instructor and student is limited, not regular and substantive, and primarily initiated by the student.

"Correspondence courses are typically self-paced. When a student completes a portion of the instructional materials, the student takes the examinations that relate to that portion of the materials and returns the examinations to the school for grading."

Why are we discussing the difference between distance education and correspondence courses? The answer is brief and simple. Students enrolled in certificate/diploma programs offered via distance education are eligible for FSA funds. Students enrolled in certificate/diploma programs offered via correspondence are not!

As the *Handbook* language above suggests, correspondence study is basically a scenario where students are given lesson plans and examinations, student progress is self-paced, interaction between student and instructor is limited and primarily initiated by the student. These rules have been in place long before today's technology and were originally used in scenarios where materials were provided to the student by the institution via standard mail. The expansion of technology has resulted in the birth of electronic delivery of course materials and distance education, but it has also blurred the lines between correspondence study and true distance education.

Correspondence courses also have other significant limitations on FSA eligibility. No more than 50% of your programs can be offered through correspondence study or your school loses its eligibility for FSA funds. And, if a portion of a program is offered via correspondence, the whole program is considered as a correspondence program.

"Regular and Substantive Interaction Between the Students and the Instructor"

Distance education does not have such limitations. Programs offered via distance education are treated no differently than on-campus programs. The key to distance education that separates it from correspondence study is a requirement for "***regular and substantive interaction between the students and the instructor***". The interaction can be synchronous, whereby students and instructors communicate in real time, or can be asynchronous in which communication is not in real time. Although even asynchronous communication still must be ***regular and substantive***.

Over the past six weeks I came across many different forms of distance education delivery including Zoom, GotoMeeting, CourseKey, MindTap, and more. These options would each qualify as legitimate distance education scenarios if they are being used properly. You must be able to document that there is **"*regular and substantive interaction between the students and the instructor*"**. If your version of "distance education" is one where students work on materials when they wish, with no instructor interaction, and you simply receive a report of the time that a student was logged into course materials, this is not a distance education format. It much more closely resembles a correspondence course situation and that can place your school's FSA eligibility in jeopardy.

GEMCOR is not an authority on distance education nor are we curricula specialists. These issues are governed by your accrediting agency. However, we believe that many schools have been forced to enter this new world of distance education very quickly and without a lot of experience. We want to ensure that you are following proper protocol whether your experience with distance education will end after the Coronavirus or if it will carry into the future. Distance education is not intended to replace instructor provided/supervised education.

A final topic I want to discuss pertains to clock hour programs. The topic is attendance and documentation of attendance in a clock hour program is more detailed than documentation of attendance in a credit hour program. At the core of the discussion is the definition of a clock hour.

A clock hour is defined as a period of time consisting of:

1. a 50- to 60-minute class, lecture, or recitation in a 60-minute period.
2. a 50- to 60-minute faculty-supervised laboratory, shop training, or internship in a 60-minute period.
3. 60 minutes of preparation in a correspondence course.

We already established that we want to stay far away from correspondence courses so attention should be on points 1 and 2. The 50 to 60 minute range is there to allow for a break of up to 10 minutes each hour and still award a full clock hour of academic credit to the student. The "in a 60-minute period" is there to prevent schools from taking a 300-minute training period and divide by 50 to arrive at 6 clock hours. A 300-minute period contains only five 60-minute segments, and accordingly, no more than 5 clock hours of academic credit can be awarded in that time. Some schools do not offer breaks outside of lunch and students are simply given credit for the time they are participating in qualified training.

Whether your instruction is on-campus or online, the clock hours attended by the student are treated the same. The problem comes in when you lose the time clock mechanism you use on campus and you must track attendance online.

Most online education platforms have code built in to track the time a student is logged in and active for classes. If your mode of distance education delivery includes synchronous interaction between students and the instructor, then such interaction is in real time and is no different than your student-instructor interaction when training was provided on campus. However, it gets murky when your student-instructor interaction is asynchronous. This is permissible and does not negate the delivery of instruction as being "distance education", but it may raise concern about the accuracy of attendance documentation when instructors are not in direct communication as they are in a Zoom-like, real time interaction. As always, be sure you are complying with all prevailing rules of your state licensing and accrediting agencies.

We hope this discussion will strengthen your confidence in your distance education offerings or will provide you with guidance to make necessary changes to be competitive in a developing new educational environment.

GEMCOR, Inc.
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