

# District Proposal – Article 29 – Intellectual Property

June 20, 2023

**29.A. through 29.F. No changes**

## **29.G. Distance Education**

1. Distance Education is defined by the Code of Federal Regulations (34 CFR 600.2) and by the California Code of Regulations, Title 5, Section 55200. as instruction, education, or training where the instructor and the student are separated geographically, taught ~~Communication between the student and instructor is made through the College's Learning Management System (LMS).~~ through one or more technological devices such as live or recorded visual presentations and materials using direct signal or cable, transmission by telephone line, fiber-optic line, video tape, CD-ROM, computer or internet technology, or email. "Course" as used in this Article refers to any class offered by the District.
2. ~~Training and compensation, including extra pay or release time for work performed by faculty members who develop Distance Education courses, shall be negotiated by the Union and the District. In each case in which the faculty member develops a Distance Education course, an agreement regarding this compensation and the work to be performed will be executed by the faculty member, the District and AFT (see Exhibit N).~~
  - 2.1. In order to teach a distance education course, faculty must participate in complete initial online training as provided by the Office of Online Learning and Educational Technology (i.e., Introduction to Online Teaching and Learning, IOTL). Faculty shall receive 1 workload unit of compensation for successfully completing this training. Faculty must complete the training within an academic year. Faculty may receive additional compensation for the development of a new course for distance education, per 29.G.2.3.  
Alternatively, faculty may participate in equivalent training outside of CCSF as defined by the Distance Learning Advisory Committee (DLAC) and approved by the Academic Senate. Training outside of CCSF, if approved by DLAC, will qualify faculty to teach distance education courses at CCSF but faculty will not receive CCSF load or pay compensation for such training. Such faculty may elect to participate in initial online training as provided by the Office of Online Learning and Educational Technology but will not be eligible for compensation for this training.
  - 2.2. An individual Faculty developing a course for distance education that they have has not been previously developed shall receive compensation based on the number of courses the faculty member has developed and the normal teaching workload for the class, as follows:

<u>Workload units of the course to be developed</u>	<u>2 or more workload units</u>	<u>Less than 2 workload units</u>
<u>First course</u>	<u>Two (2) workload units</u>	<u>One (1) workload unit</u>

Second course	Two (2) workload units	One (1) workload unit
Third course	Two (2) workload units	One (1) workload unit
Subsequent courses	No workload	No workload

In each case in which the faculty member develops receives compensation for developing a Distance Education course, an agreement regarding this compensation and the work to be performed will be executed by the faculty member, the District and AFT (see Exhibit N). Faculty receiving compensation must complete online course development milestones as defined by the by the Office of Online Learning and Educational Technology.

- 2.3. If the District implements For mandated refresher training, if and when the college implements such a requirement for online distance education instructors, faculty shall be compensated at their non-instructional rate based on the length of the training.

For a 3-unit load, The equivalent of 7 non-instructional hours of work per week during semester, or as follows: 3 workload units of release time for full-time teachers, OR 122.5 non-instructional hours at my salary scale.(3 workload units) When a faculty member participates in initial online required training and/or course development, an agreement regarding this compensation and the work to be performed will be executed by the faculty member, the District and AFT (see Exhibit N).

For course development of second and third online classes subsequent to IOTL training, or for first and second classes if CCSF IOTL training was not required: Faculty shall receive a stipend equal to two workload units at the non-instructional rate (81.5 non-instructional hours).

— This stipend shall only be granted for development of classes that the individual faculty member is assigned to teach online for the first time.

— This stipend shall only be granted to any individual faculty member two times during their employment at CCSF.

— This stipend shall be paid on the first pay period in which the class is scheduled

3. The faculty member retains ownership of and the right to copyright course materials of Distance Education courses, except for ownership of the courseware shell.

4. The District shall provide access to initial online training to:

— All faculty who teach in departments where distance education is used, and

— All faculty who teach in departments where distance education will be used within the following two years.

#### 4. Right of First Refusal

4.1 The faculty member who creates a distance education course, whether a new distance

~~education course or an existing course converted to a distance education course, shall maintain the right of first refusal to teach the course for four (4) semesters, provided that (a) there is adequate enrollment to offer the course, and (b) the faculty member remains in good standing, as defined above. Faculty members meeting these conditions are referred to as "such originating faculty members."~~

~~4.1.1. If such originating faculty members decide not to continue to teach the course, the terms of G.4.2 apply.~~

~~4.1.2 If the District wishes to reassign the course and provide the course materials of such originating faculty members to another faculty member over the originating faculty members' objection, the District shall consult with the originating faculty members and Union before determining a final course of action, with review by the Chancellor in the event of continued disagreement. The District, Union and originating faculty members shall agree, prior to reassignment of the course, to the amount to be paid the originating faculty member for a license fee and shall also agree to the duration of the license.~~

~~4.1.3 If the faculty member does not remain in good standing with adequate enrollment for the entire four semesters, the terms of G.4.2 apply.~~

~~4.2 After the initial period defined in G.4.1, the District shall retain a non-exclusive, non-transferable license to use such course for internal instructional, educational and administrative purposes compensation for a period of four (4) semesters additional to any semesters in which the course was already taught by the originating faculty member. This license shall not include the right to create derivative works absent the written consent of the originating faculty member.~~

~~5. Faculty teaching a distance education course must first complete District sponsored training (or the equivalent as defined by Distance Learning Advisory Committee (DLAC) and agree to follow the guidelines and requirements of the Office of Online Learning and Educational Technology.~~

~~5. If the district seeks to assign one or more other faculty member(s) one or more additional section(s) of an online course using the materials from an online course currently taught by a unit member:~~

~~5.1 The decision shall be subject to agreement with the Union and originating faculty member;~~

~~5.2 The load factor for the additional section(s) shall be the same as provided for the original section; and~~

~~5.3 The parties will reach a written agreement over an appropriate license fee and duration of use.~~

46. Distance education course curriculum shall be developed pursuant to established curriculum policies and procedures.

57. Teaching of distance education courses shall be on a voluntary basis.

68. The decision of whether and when to offer distance education courses shall remain the exclusive prerogative of the District, ~~except as limited by the specific terms of this Section G.~~ Assignment and scheduling of faculty who volunteer for such courses shall be in accordance with Article 13 ~~and 13-1~~ of this Agreement ~~and this Section G.~~

~~9. If the creating faculty member is not going to continue teaching a distance education course, the assignment decision in respect to volunteers shall be made in accordance with Article 13.~~

~~10. Faculty selected to teach a distance education course must participate in District-sponsored training as required and agree to follow the guidelines and requirements of the Office of Technology-Mediated Instruction.~~

741. ~~Distance education sections of a course shall have a class capacity set in accordance with Article 18. no higher than the modal capacity of the in-person sections of the course during the previous three academic years that were not limited by room capacity constraints. If the course has not been offered in person during the previous three academic years, then the class capacity will be no higher than the modal class capacity of similar courses offered in person by the department during the previous three academic years, as defined by the department chair. Existing class size limits for conventional courses shall apply to their on-line versions. Telecourse limits are as set forth in Article 18.E.~~

~~810. The District shall provide, if needed, a computer for use in developing and delivering the online courses. Any such computer shall remain property of the District.~~

~~911. The District may provide for summer training opportunities; however, no faculty will be mandated to attend training outside of the academic calendar.~~

# INITIAL ONLINE DISTANCE EDUCATION COURSE DEVELOPMENT/TRAINING AGREEMENT

Prior to the start of ~~initial online distance education~~ training ~~and/or course development~~, the faculty member shall complete and sign this form.

Instructor Name: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Home department: \_\_\_\_\_ District email: \_\_\_\_\_

Part-time  ~~Part time faculty may not exceed 67% load total in any one semester.~~

Full-time  ~~Full time faculty will be paid as overload if their load in any one semester exceeds 100%.~~

**Compensation will be in accordance with Article 29.G. All faculty will be paid in the same semester they participate in training.**

Training/~~Development~~ Semester: \_\_\_\_\_

**Load Summary:**

Training	_____
Course Development	_____
Other Assignments	_____
Total	_____

~~Load in Training Semester, including IOTL~~

I certify that I have read Article 29 of the Collective Bargaining Agreement between SFCCD and AFT Local 2121, and that the information provided here is true and correct. I further warrant that I understand that:

- Course development may require time in excess of the amounts allocated in Article 29.G, and additional hours shall not result in additional payment.
- Failure to develop a course after receiving compensation may result in my owing the College the equivalent in units or return of overpayment.
- I will receive training, course planning, design and development support from the Office of Online Learning and Educational Technology (OLET).
- I shall receive training in the current learning management system in use at CCSF (e.g., Canvas).
- Course development shall require that I:
  - Work closely with the OLET faculty and staff and the DSPS Alternative Media Specialist.
  - Develop and follow a regular schedule for training in cooperation with OLET.
- The work referenced herein shall be developed pursuant to all established curriculum, policies and procedures, including standards and criteria for compliance with DSPS guidelines for ~~website~~ accessibility ~~for disabled students~~.

**Exhibit N**

- The work referred to herein shall not infringe any preexisting copyright, and I agree to cooperate with the District in the pursuit of copyright protection.
- I retain ownership of and the right to copyright the course materials developed under this agreement, except for ownership of the courseware shell, which shall be the sole property of the District.
- I understand that developing a distance education course in IOTL training is not a guarantee that the course will be offered.

**For this training I will use the following course (name and number):** \_\_\_\_\_

**Please return this acknowledgement by:** \_\_\_\_\_

Instructor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Department Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Dean

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OLET Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date