

District Proposal – Article 29 – Intellectual Property

June 6, 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. Prior to being assigned to teach a distance education course, faculty must participate in 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.
 - 2.2. Faculty must participate in advanced training as provided by the Office of Online Learning and Educational Technology (i.e., Advanced Online Teaching and Learning, AOTL) only if they are developing a second or further course and if that course has not been previously developed for distance education. Faculty may receive compensation for the development of this new course for distance education, per 29.G.2.3.
 - 2.3. Faculty developing a course for distance education that 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:

	2+ workload units	Less than 2 workload units
First course	Two (2) workload units	One (1) workload unit
Second course	Two (2) workload units	One (1) workload unit
Subsequent courses	No workload	No workload

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).

- 2.4. 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.
- 2.5. Total workload for part-time faculty that are receiving compensation for training and/or course development shall not exceed 67 percent of a full-time load.

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 all faculty members access to initial online training to teach Distance Education Courses.

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 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.~~

~~711.~~ Distance education sections of a course shall have a class capacity equivalent to the standard capacity of the in-person version of the course. In-person sections with artificially lowered class capacities based on room restrictions or other factors shall not impact the class capacities of corresponding distance education sections. 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.

Exhibit N

District Accepts Rewrite of Exhibit N, except as noted in blue below:

~~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

Exhibit N

~~website accessibility for disabled students.~~

- 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 JOTL 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