District Proposal Article 29 Intellectual Property

June 20, 2023

No changes

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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.

time for work performed by

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

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. <u>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.</u>

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 toteach 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 whichthe 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 fat (14) 80300 (14) 12 17 10 0 1 204.83 575.67 Tm1 0 0 RG (w)

- 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 trenths event of continued disagreement. The District,

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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.

Part time faculty may not exceed 67% load total in any one semester.	
Full-time faculty will be paid as overload if their load in any one semester exceeds 100)%.

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:
 - o Work closely with the OLET faculty and staff and the DSPS Alternative Media Specialist.
 - o 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.

- 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 <u>distance education</u> course in IOTL training is not a guarantee that the course will be offered.

Instructor	
Signature Department Chair	Date