**ARTICLE 5 ~~DISTANCE EDUCATION~~ eLEARNING (TA 11/20/14)**

AHE and CCS recognize that classes delivered online can offer educational opportunities to people who would otherwise be unable to attend college. At the same time, both AHE and CCS recognize that eLearning poses special challenges to students, academic employees, and district infrastructure and support personnel. AHE supports using technology to further student access and student success; however, AHE is mindful of the limitations of CCS’s technological infrastructure and the technology provided by CCS for instruction.

Therefore, neither administration nor AHE will expand online offerings without due concern for student success and academic employees’ welfare. It is the intention of administration and AHE to increase online course offerings at a measured and a managed pace.

For successful online instruction the unbundling of academic employee roles (see 4b) is not in the best interest of student success. Developing curriculum is the exclusive right of academic employees, as defined in Article 1(2a); course/instructional designers are not academic employees, but rather are experts in eLearning technical functionality, best practices and tools.

**Section 1 Support for ~~Distance Education~~ eLearning**

CCS and AHE recognize that ~~distance education~~ eLearning may require additional technological support, train­ing, and development. To ensure educational quality, ~~faculty~~ academic employees and administration ~~that~~ who engage in ~~dis­tance education~~ eLearning shall mutually agree on the necessary support services, technology, development release/funding, and training to ensure educational quality. In addition, ~~faculty~~ academic employees engaged in online instruction should expect appropriate, ongoing, technical support. Available support resources will be identified and communicated to ~~faculty~~ academic employees by college administration on an annual basis.

**~~Section 2 Intellectual Property (see also Appendix A — Copyright and Patent Ownership)~~**

**~~a.~~** ~~Written materials, creative works, multi-media materials, and products developed by an academic employee who is reimbursed by CCS for the work, produces it during work hours, or consumes goods/services purchased by CCS become the property of CCS. CCS may exercise all rights and privileges of ownership.~~

**~~b.~~** ~~Written materials, creative works, multi-media materials, and products developed by an academic employee on his/her own time, which incur no more than incidental cost to CCS, are deemed to be the property of the academic employee. CCS shall not assert any interest in instructional technology materials created by an employee without the use of appreciable CCS support, and used solely to assist the instructor or enhance the students’ learning environment.~~

**~~c.~~** ~~Potential joint ownership agreements should be mutually negotiated prior to the commencement of the work. The faculty developer is entitled to an AHE representative during such negotiations.~~

**~~d.~~** ~~Academic freedom, as stated in Article 3(1), applies to online offerings as do an academic employees’ professional responsibilities as stated in Article 4(4). Copyrights are applicable to online material, with the understanding that once information is captured/posted as an electronic file in a class offering it is also a public record.~~

**~~e.~~** ~~CCS retains exclusive rights for the use of the logo or the name of any of the three educational units.~~

**~~Royalties and Course Maintenance~~**

1. **~~Work for Hire:~~** ~~If the college decides to broadcast faculty presentations to an audience other than the intended audience of students and other college staff, there shall be a written agreement (establishing use and, if applicable, compensation) between the college and academic employee. Royalty contracts and the imposition of recovery costs will be mutually negotiated between the academic employee(s) and CCS. Such recovery costs will be determined, in writing, prior to the commencement of the work. The academic employee is entitled to an AHE representative during such negotiations. This applies to materials produced prior to this contract that continue to generate revenue for the colleges. This does not extend to retroactivity application or claims for prior year recovery.~~

**Section 2 Course Design, Refreshment and Maintenance**

1. **Negotiated Compensation for Course Changes:** *see Article 19(TBD)*~~Faculty who develop distance education courses that are also taught by other faculty in the district, will retain first right of refusal to update and maintain such courses, and will be fairly compensated for such maintenance. Compensation agreements should be mutually negotiated prior to the commencement of the work. The faculty developer is entitled to an AHE representative during such negotiations.~~
2. **Compensation for Mandated Course Changes**: Academic employees will be compensated if mandatory changes to delivery platforms, learning- or content management systems (LMS/CMS), or associated software requires substantive course updates or maintenance.
3. Proprietary/vendor course evaluation and design tools can only be used with permission of the academic employee.

**Section 3 Workload and Working Conditions**

**a. Voluntary participation**: Participation by academic employees in ~~Distance Learning~~ eLearning Courses, whether as part of regular teaching load or as overload, will be strictly voluntary, unless such courses are a condition of employment. ~~The decision by an academic employee not to participate will not be used in any evaluative manner.~~ If teaching eLearning courses is not a condition of employment, academic employees may elect not to teach those courses; such decision will not be used in any evaluative manner.

**b. RIF and eLearning ~~Distance Education~~:** No academic employee will be displaced because of ~~Distance Learning~~ eLearning or computer-aided courses~~, unless such courses are a condition of employment~~. The administration agrees that it is not the intent of CCS to replace ~~fulltime bargaining unit~~ academic employee positions by subcontracting credit courses with outside contractors, other than adjunct faculty or supplemental contractors ~~employed by CCS.~~ Unbundling of academic employee roles for assignment to paraprofessionals, staff, subcontractors, or other non-academic employees is prohibited.

c. **Accessibility to Students and Professional Responsibilities:** In ~~Distance Learning~~ eLearning courses ~~which employ computer or telephone interactivity~~, academic employees shall be able to conduct a proportionate part of their office hours via email, telephone, or equivalent one-on-one alternatives. Academic employees who teach eLearning classes ~~telecommute~~ must meet other professional responsibilities (Art. 3 (4)) ~~on campus as necessary~~.

d. **Priority Assignment:** The developer of ~~particular~~ ~~distance education~~ eLearning courses developed prior to (TBD contract effective date) will retain priority assignment for teaching these courses up to receiving 167% of an overall quarterly instructional load as defined in Article 4. Thereafter, the right to instruct the courses is open to any other academic employee instructionally qualified. This right of priority assignment does not apply to adjunct academic employees. After TBD date the development and subsequent assignment of eLearning courses is subject to a specific department’s assignment processes/practices, and there will be no additional contractual rights to priority assignments.

1. **Student Evaluations ~~and Observations~~:** Consistent with Articles 10 & 25, academic employees who teach ~~Distance Learning~~ online courses will ~~may choose to~~ use the evaluation form designed specifically for ~~Distance Education~~ eLearning ~~located~~ ~~in~~ (Appendix C-3). Hybrid courses may use any form provided in Appendix C-3. Other methods of evaluation of ~~faculty~~ academic employees shall be mutually agreed between the academic employee and the appropriate administrator prior to the evaluation. To ensure student anonymity, online student evaluations should be distributed ~~by the~~ ~~campus Distance Learning eLearning~~ at the direction of the Vice President’s office at the appropriate college, with completed evaluations ~~replies~~ directed to the academic employee’s administrator.  Academic employees (other than probationary tenure-track candidates) select which of their classes will be used for evaluation (Articles 10, 2.a & 25, 9.b). Probationary tenure candidates will work with their tenure committees to determine which classes will be used for evaluation (Art. 9, 3c). ~~the academic employee has provided written permission Posting student evaluations in the online classroom does not provide student anonymity.~~
2. **Observations**: ~~Unless no online class~~ Without advance written permission of the academic employee, there will be nomonitoring, taping, nor observation ~~electronic eavesdropping~~ for purposes of assessing an academic employee’s performance ~~shall be allowed~~.  Observations of eLearning classes will be conducted at an observer (non-interactive) level, during a mutually agreed upon normal class period and followed by a post-observation discussion. All other observation steps and procedures, as stipulated in Article 10, Table 3, section 2a; Article 9, section 4c; and Article 25, section 9, as applicable, will be strictly followed.
3. **Technical and eLearning Support**: ~~Other~~ Administrative or staff access is limited to issues of software functionality only. No change to class structure, content, sequencing, or design is allowed without permission of the instructor of record. Communication with students by support staff regarding matters other than technical support should occur only in coordination with the instructor.
4. **Online Enrollment Management:** The class size ceiling for online eLearning courses is 25. The class can be over-enrolled up to 35 students, with mutual agreement of the academic employee and the appropriate administrator. To facilitate enrollment management, additional eLearning sections of the same class may be opened later. Over-enrolled students can be moved to a new section with permission of the academic employee. If the academic employee accepts an additional section of the class, s/he may move the over-enrolled students to the new section.

Departments, with agreement of the appropriate administrator, may lower class size ceilings in the best interests of student success.

~~The recommended class size for online distance education courses is 25. With the specific permission of the instructor and the academic employee’s administrator, the recommended amount can be modified up to a class size of 35. If before the 1st day of classes the class size becomes 36 students, the class can be split equally into two classes. Further enrollment into these two classes may continue until either one or both sections again reaches 25 students. Further enrollment in the split course can only exceed again the 25 student cap per class with the specific permission of the instructor and the appropriate administrator. A subsequent split could again occur if before the 1st day of classes these sections again fill beyond 35, in which case they would follow the previously described process. Each split section can have its own item number~~.

~~The instructor will retain right of refusal to all split sections consistent with Article 5 (4d), Article 4(5) and any other terms of the Master Contract.~~

**i. Compensation:** Compensation for online classes will be calculated at the close of business on the 10th ~~6~~~~th~~ day of enrollment. The monetary compensation for the online class section(s) determined above will be calculated as follows:

**1.** The first section of student enrollments 1 through 25 will be paid at the contractual rate for the appropriate workload category.

**2.** Enrollments exceeding 25 ~~26 through 35~~ will be paid at 1/25th of the contractual rate per student for the appropriate workload category.

**3.** If the class size ceiling has been mutually agreed to be fewer than 25 (per section h above), the maximum over-enrollment of the section will be no more than 130% of the agreed upon ceiling. Each student over the adjusted ceiling will be paid proportionate to the adjusted ceiling.~~Enrollments exceeding 35 and up to 50 will be split into two sections and compensated at the contractual rate for the appropriate workload category.~~

**~~4.~~** ~~Steps 1-3 above are repeated when enrollments exceed 50.~~

During summer quarter, preliminary calculations may be done prior to the 6th day to ensure academic employees are paid in a timely manner.

**j. 100% Online Distance Learning Workload (No On-campus Responsibilities):**  When 100% of an academic employee’s workload in any given quarter is comprised of distance learning courses and that assignment does not allow him/her to also meet on-campus professional responsibilities, the following shall apply:

**1.** A mutual agreement, not exceeding three consecutive quarters in length, will be reached and documented between the academic employee and his/her appropriate administrator prior to submitting for approval per subsection c. below. Mutual agreement for renewal or renegotiation is allowable upon conclusion. The agreement shall, at a minimum, include the following elements:

**a.** a listing of expectations and terms, to include monitoring and evaluation arrangements, for the assignment.

**b.** agreement that the academic employee will provide his/her own technology, with internet connection at his/her own expense and an acceptable plan for support the academic employee experiences technology failure or access problems.

**c.** advance approval of the Vice President for Learning and the Chief ~~Human Resources~~ Administration Officer.

**2.** The academic employee will be placed on eighty percent (80%) compensation,

**3.** The academic employee will be excused from on-campus professional responsibilities but will continue to be required to maintain student accessibility.

**4.** ~~The number of academic employees allowed 100% online distance learning workload assignment in any year shall not exceed four (4) percent of that college/unit’s annually contracted academic employees for that year.~~

**k. Hybrid courses:** The workload category for hybrid classes will be equivalent to that of the conventional class equivalent. There are two types of hybrid classes: a) those in which 51% or more of the class information is taught online; everything in this article applies; and b) classes where 50% or less of instruction is delivered online; these classes are not subject to subsection h and i of this article. ~~in a traditional on-ground manner, but with a significant online component~~.

Academic employees can change a class to a hybrid modality by informing the department chair prior to schedule construction and/or following departmental procedures. The department chair will submit the change to the dean for approval as part of that quarter’s schedule, highlighting the proposed modality change.

In the event a hybrid class is offered it is the instructor’s responsibility to provide the class information, including the on-ground class meeting times, to the department chair. The dean ensures communication of hybrid modality to the college community. To ensure students are informed in a timely manner, except for extenuating circumstances, communication should occur prior to the start of registration for the quarter in which the class is to be offered.

**l. Combining/clustering:** Combining/clustering of online and on-ground class offerings into one class is permissible by specific written agreement between AHE and CCS. The workload category will be equivalent to that of the conventional course equivalent. Any reconfiguring of faculty roles among academic employees must have permission of all participating academic employees, AHE and CCS.

**Section 5 Quality Assurance**

~~Distance Education~~ eLearning courses are subject to the same policies, procedures and practices ensuring rigor of offerings and quality of instruction as equivalent to on-ground courses.  ~~curriculum review (and academic standards)~~. This includes consultation with appropriate departments and proper curriculum review processes. Systems to verify and authenticate online student identity are the responsibility of administration. Training on those systems will be provided to academic employees.