

APPENDIX J
DISTANCE EDUCATION

I. Definition:

The term "Distance Education" (hereafter referred to as DE) refers to instruction which links any SCCC campus or other SCCC instructional sites to one another and/or to remote facilities located at off-campus locations. It shall include but not be limited to interactive video transmission, online courses, telecourses and/or any combination of these multimedia delivery systems. These systems may be synchronous or asynchronous.

II. Distance Education Course Development:

- A. Course development is recognized as either 1) creating a new course, or 2) converting or adapting an existing course to a distance education format.
- B. Departments shall determine which existing courses are appropriate to be offered in a DE format; shall initiate the approval process for new DE courses within the discipline and shall determine how many DE courses can be offered each semester. Such determinations shall follow existing College course offerings, development and approval processes.

III. Assignments:

- A. All DE courses offered by the College shall be taught by Unit III faculty members.
- B. No faculty member shall be required to teach a DE format course.
- C. Assignment to teach a DE format course shall be based on a faculty member's request, proficiency that is either demonstrated or certified, and seniority.
- D. For the purposes of assignment and seniority, DE courses shall be treated as special topics courses and shall follow the existing College procedure for the assignment and duration of such assignment. (I.e., if more than one faculty member in a discipline requests to teach an existing course in the DE format, the most senior faculty member making the request will be assigned the course for a period not to exceed two semesters, at the end of which the next most senior faculty member making the request will be given the assignment. When all faculty members in a discipline have been given the opportunity to use a DE format, the future assignments for DE formats shall be based on seniority.)
- E. Synchronous and asynchronous DE courses shall not be rebroadcast without the expressed written approval of the faculty member who taught the course.
- F. The College shall not sponsor a DE course offered by any other institution or provide a reception site for any course that would compete with an SCCC course currently being taught and/or listed in the College catalog.

IV. Class Size:

- A. The class size maximums in effect for existing courses shall apply to such courses that have been converted to a DE format.
- B. Class size maximums for new courses developed for a DE format shall be determined through the existing College curriculum development procedures.
- C. During the pilot project effective January 1, 1999 through August 31, 2006, the class size maximums for asynchronous courses shall be 2/3 of the maximum for a corresponding or similar course that is taught in a traditional format.

V. Distance Education Formats:

- A. **Telecourses** are commercially prepared courses that SCCC has purchased and offer to enrolled students via video transmission. Such courses require an on-campus component which shall be taught by an SCCC faculty member. Five (5) campus meetings are required for each three credit hour telecourse offering; seven (7) for a three credit hour course with a lab component. For telecourses that are fewer or more than three credit hours, a proportional number of on-campus meetings will be required.
 - 1. Assignments to telecourses shall be based on seniority.
 - 2. Faculty members who teach telecourses shall be accessible to their telecourse students in between on-campus meetings, which may include e-mail, voice mail or telephonic communication or in-person consultations, to be determined by the individual faculty member.
 - 3. Faculty members shall be compensated at the contractual credit hour rate for their rank per course for each telecourse taught.
- B. **Synchronous distance education courses** are generally live interactive video transmissions to one or more instructional sites.
 - 1. Initially two (2) remote sites shall be used for any one synchronous DE course.
 - 2. Each site shall include appropriate support staff:
 - a. An audio-visual professional assistant shall be made available at each site for technical support at both the beginning and the end of each transmission and for assistance during the transmission.
 - b. The College shall provide other non-faculty staff assistance to distribute, collect and fax materials at remote sites and to proctor tests/exams at the remote sites, as required by the instructor.
 - c. The College shall also provide other staff assistance as necessary for safety and security concerns at remote sites.
 - 3. Faculty members who teach synchronous distance education courses shall be accessible to their students through e-mail, fax, voice mail or telephonic communication or through in person consultations, to be determined by the individual faculty member.

4. No synchronous DE course shall be taped without the faculty member's permission.

C. **Asynchronous distance education courses** are those that are not conducted in real time. The course content, assignments and all student/student or student/faculty interaction is conducted online via computer over the Internet.

1. Online courses are faculty developed.

2. Faculty who teach asynchronous distance education courses shall be accessible to their students through the various dial up modes of communication, such as e-mail, fax and/or voice mail.

VI. Intellectual Property

A. Faculty (individually or as a team) who convert or develop alternative delivery instructional materials for a course, part of a course or other instructional materials into an alternative instructional delivery mode shall retain ownership of such materials and exclusive use thereof (except as provided herein) provided, however, that neither the College nor College students shall have to pay a licensing fee for the use of such materials in connection with a course taught at the College.

B. If the College initiates or provides unusual or extraordinary support not accessible to all faculty, then the College will enter into an ownership agreement with the faculty member using guidelines developed by the Joint Labor/Management Committee. Such guidelines may include such principles and policy positions as developed by the SUNY/CUNY/California State University Consortium for Educational Technology in University Systems.

VII. Training/Faculty Development/Course Modification/Course Development

A. The College shall provide periodic general training for the various DE formats for faculty on all campuses.

B. The College Distance Education Committee shall be charged with establishing guidelines to determine the level of technological proficiency required by a faculty member in order to teach a course in any one of the DE formats.

C. From January 1, 1999 through August 31, 2006, a pilot project shall be created to encourage faculty to develop synchronous and asynchronous courses and other innovative technological instructional materials/tools. Under this pilot project the following provisions shall be instituted:

1. The first time a faculty member is selected to teach a synchronous or asynchronous DE course, he/she shall receive three (3) credit hours of either release time or overload compensation the semester prior to the DE assignment for the purposes of training and/or course modification. Such training may also include proficiency training for the DE format of the course.

2. Under Article V,D, 5 up to \$10,000 per year of the total amount allotted to Faculty Development and Retraining Leaves shall be set aside for faculty members to take courses pursuant to each applicant's plan to enable said

applicant to teach or develop DE courses. Tuition for courses taken for this approved purpose shall be reimbursed at the 100% level.

VIII. Labor/Management Committee on Technology and Distance Education

A. Charge

The parties recognize that technological change may affect the terms and conditions of employment and professional duties and responsibilities of the faculty. The parties also recognize that issues involved with technological change and their impact on faculty are evolving and may not be anticipated or cannot be appropriately researched and resolved during the current round of bargaining. With this in mind, the parties agree to establish a Labor/Management Committee on Technology and Distance Education. This joint committee shall address itself to any issue concerning or related to information technology, technological change and distance education in the College where there may be impact on the terms and conditions of employment and professional responsibilities of members of the bargaining unit.

B. Issues

In keeping with this understanding, the joint committee shall consider and make recommendations to the parties with copies to the governance chair(s) respecting the following:

1. College technology and distance education goals and long range planning policies and their relationship to and impact on professional responsibilities and terms and conditions of employment;
2. How support services, training opportunities and proficiency qualifications for faculty can be developed and enhanced;
3. How communications respecting such matters as changes in available technology, support services and training opportunities can be improved;
4. Compensation and workload which may include the number of sites and other factors that also affect workload;
5. Issues which are directly related to class size may be referred by the Labor/Management Committee to the Class Size Committee;
6. Policies regarding privacy, security and surveillance of electronic work activities as they affect distance education, such as e-mail, Internet access, usage, etc.;
7. Policies regarding ownership of intellectual property;
8. Policies and communication with regard to the use and retention of material used in the distance education format;
9. Policies regarding reciprocal agreements with other institutions regarding distance education courses.

C. Composition and Responsibilities

1. Within thirty days of the signing of this agreement, the College and the Association agree to form the Labor/Management Committee on Distance Education and Technology. This committee shall consist of four (4) members appointed by the Association and four (4) members appointed by the College Administration and shall meet regularly throughout the year. Either party can call a meeting with at least seven (7) days notice.
2. The Labor/Management Committee shall have the authority to develop policies and procedures regarding technological change and distance learning

applications that are consistent with the terms and conditions of this agreement.

3. The Labor/Management Committee shall not have the authority to add to or modify in any way the terms of this agreement. It shall function in an advisory capacity to the Association and/or the College with regard to technology and distance education issues that affect or have an impact on the working conditions of faculty.

D. **Reopener**

This provision may be reopened by mutual agreement during the time of the 2001-2005 Agreement.