

**AGREEMENT RE DEVELOPMENT/TEACHING
OF DISTANCE EDUCATION CLASSES**

INSTRUCTIONS to FACULTY MEMBER

By agreement between the District and AFT Local 2121, this form shall be the appropriate vehicle for specifying compensation, duties and the ownership of intellectual property created in connection with the development and/or teaching of distance education classes.³ After receiving approval to teach such a class, and before commencing work on any such intellectual property, the faculty member shall complete and sign this form, and submit it to the following three offices for agreement/approval:

- Dean
- Department Chair
- Chancellor

This Agreement shall not be binding until approved by the District and by an authorized representative of AFT Local 2121.

FACULTY MEMBER INFORMATION

Name _____
 Department _____
 Phone # _____
 E-mail address _____

Employed by District as a full-time faculty member? Yes ___ No ___

Check here ___ if you are a part-time faculty member. Part-time faculty members may not exceed 67% of normal load for a full time instructor with comparable duties.

CO-CREATOR/CO-AUTHOR INFORMATION (IF APPROPRIATE)

Name _____
 Department _____
 Phone # _____
 Address _____
 E-mail address _____

Employed by District as a full-time faculty member? Yes ___ No ___

Check here ___ if you are a part-time faculty member. Part-time faculty members may not exceed 67% of normal load for a full time instructor with comparable duties.

³ Under Article 30.G.1 of the Collective Bargaining Agreement between SFCCD and AFT Local 2121, "Distance Education" is defined as instruction, education or training where the instructor and student are separated geographically. Communication between the student and instructor is made 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.

Check here ___ and attach separate page if additional proposed co-authors exist

COURSE INFORMATION

Course # _____
 Course Title _____
 Units _____
 First Semester To Be Offered _____

SIGNATURES AND ASSIGNMENT OF ALL CREATORS/AUTHORS EMPLOYED BY THE DISTRICT (All Creators/Authors employed by the District must sign below and have their signatures witnessed at the time of signature; the witness must not have been directly involved in the creation/authorship of the work):

I certify that I have read Article 30 of the Collective Bargaining Agreement between SFCCD and AFT Local 2121, and that the information provided above and in the attachments is true and correct. I further warrant that I understand that:

- I have been assigned to produce the intellectual property referenced herein in the course and scope of my normal employment.
- I shall receive the following pay to assist me with course development:

For a 3-unit load, the equivalent of 7 hours of work per week during semester, as follows: 3 units of release time for full-time teachers, OR 122.5 non-instructional hours at my salary scale.

For a 1- or 2-unit load, or for development of a second course, the equivalent of 4.6 hours of work per week during semester, as follows: 2 units of release time OR 81.5 non-instructional hours at my salary scale.

- Course development may require time in excess of the amounts allocated above, and additional hours shall not result in additional payment.
- I may receive training, course planning, design and development support from the Office of Technology Mediated Instruction (“TMI Office”) Instructional Design staff, TMI Online Peer, or others as appropriate. Skilled student aids may also be assigned to assist course development, if appropriate. I shall participate in District-sponsored training as required, and agree to follow the guidelines and requirements of the TMI Office. No required trainings will be held outside of the academic calendar.
- If needed, I will be provided a computer from the District for use in developing and delivering the course. Any such computer shall remain property of the District, and I shall have no property interest or expectation of privacy in that computer or any data therein.
- I shall be trained in the current course management system in use at CCSF (e.g., WebCT).
- Course development shall require that I:
 - Work closely with the Instructional Design Support Team and the DSPS Alternative Media Specialist.
 - Develop and follow a regular weekly schedule for course completion in cooperation with said Team and Specialist.

EXHIBIT O

- Integrate TMI and/or State Chancellor’s Office student surveys for feedback into the course.
- Part-time faculty may not exceed 67% of the hours per week considered a full-time assignment for regular employees having comparable duties.
- Failure to develop a course after receiving compensation may result in my owing the College the equivalent in units or return of overpayment.
- Unless otherwise agreed to with the District, 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.
- After the first four (4) semesters that the Distance Education course has been taught, the District shall retain a non-exclusive, non-transferable license to use such course for internal instructional, educational and administrative purposes without compensation for an additional four (4) semesters. The license shall not include the right to create derivative works absent written consent of the originating creator/author.
- 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.

CREATOR/AUTHOR

WITNESS

Signature _____
 Printed Name _____
 Date _____

Signature _____
 Printed Name _____
 Date _____

Check here and attach separate signature page if other creator/authors exist.

SO APPROVED & AGREED:

For the District:

For AFT Local 2121:

Signature:	Signature:
Printed name:	Printed name:
Title:	Title:
Date:	Date: