

ARTICLE XVI: DISTANCE INSTRUCTION

On-line instruction is the use of technological devices to bring the teaching and learning process to students who are at different location(s) and/or are at a different time(s) from the instructor. All courses that are taught in an on-line instruction modality are subject to all provisions as defined in the S.C.E.A. Contract. Distance instruction courses mentioned in this article also include hybrid courses.

- 16.1 All distance instruction assignments will be voluntary and Deans will retain the right of assignment for those volunteer assignments.
- 16.1.1 Retaining the right of assignment, the Dean or Dean's designee is under no obligation to assign a Unit Member a distance education schedule. Nothing in this section shall preclude the authority of the Dean under section 4.4, Teaching Load, of this Agreement.
- 16.2 Through Spring 2021, on-line instruction courses are not to exceed sixty percent (60%) of a professor's load. They will be given the same units and maximum LHE credit as in the face-to-face courses.
- 16.2.1 Through spring 2021, exceptions to this sixty percent (60%) limit shall be granted with the written approval of the cognizant Dean and the cognizant Vice President. The S.C.E.A. President shall be notified of these exceptions in writing within one week of their approval.
- 16.2.2 Overload: No exceptions to an increase in overload per section 4.3.11 of this agreement shall be granted.
- 16.3 Beginning in the Fall 2021 academic semester a Unit Member may be assigned up to a 100% distance instruction load. Overload may be assigned in alignment with 4.3.1.1.
- During the 2024/2025 academic year, the District and SCEA will meet to discuss any ramifications of Article 16.3 as it relates to a Unit Member's fulfillment of duties as delineated in Article 6.1.1, and any other consequences. At this meeting, the resumption of Article 16.2 and the sunset of Article 16.3 may be considered and referred back to bargaining.
- 16.4 Regardless of teaching modality, full-time Unit Members are responsible for duties outlined in Article 6.1.
- 16.5 Initial on-line instruction course assignments for first-time on-line instructors will be limited to one section. A second section may be taught upon mutual agreement among the faculty member, the cognizant Dean and the Department Chair.
- 16.6 The developer of an on-line course will have the first right of refusal in teaching that course for the first two semesters it is offered unless it conflicts with Vesting rights.
- 16.7 With the agreement of the cognizant Dean, the faculty member may hold office hours from a remote location, in proportion to the professor's on-line load, for an on-line course via electronic communication.
- 16.8 Whenever an on-line course is offered, if possible, the traditional classroom course shall also be offered by demand and need.

- 16.9 All Unit Members are entitled to academic freedom in full accordance with the Academic Freedom policy of the District. An Academic Freedom policy is also mandated in the California Code of Regulations title 5, 51023(a).
- 16.10 Unit Members teaching online or hybrid classes shall successfully complete a District-approved training course/program prior to providing instruction. In addition to District-approved training, Unit Members shall be able to request administrative review of work experience through submission of one course module to the Vice President for Academic Affairs, or designee. The District shall maintain a public list of no fewer than four (4) District-approved training courses and/or programs including the District's DE Faculty Training Certification Program, an @one course, or comparable training at an accredited college or university. All online/hybrid assignments are subject to Vice President for Academic Affairs approval based on completion of District-approved training or contractually approved performance evaluations.
- 16.11 Any Unit Member may complete the DE Faculty Training Certification Program. Remuneration for these Unit Members shall be one of the following four options, chosen at the discretion of the Unit Member:
1. 20 hours of Flex credit
 2. 60 hours of Hurdle credit
 3. 20 hours of Flex credit, plus 40 hours of Hurdle credit.
 4. A stipend of \$500 for all Unit Members who complete DEFT training after May 31, 2018, and who accept a DE class. Stipends may only be paid once per Unit Member.