Journal of Collective Bargaining in the Academy

Volume 0 *NCSCBHEP Proceedings 2012* Article 18

April 2012

Digital Instruction and Rights: Impact on Collective Bargaining Agreements and Contract Language - Digital Instruction Bargaining Checklist

Diane White
Solano College Faculty Association

Follow this and additional works at: https://thekeep.eiu.edu/jcba

Recommended Citation
White, Diane (2012) "Digital Instruction and Rights: Impact on Collective Bargaining Agreements and Contract Language - Digital Instruction Bargaining Checklist," *Journal of Collective Bargaining in the Academy*: Vol. 0, Article 18.
DOI: https://doi.org/10.58188/1941-8043.1068
Available at: https://thekeep.eiu.edu/jcba/vol0/iss7/18

This Proceedings Material is brought to you for free and open access by the Journals at The Keep. It has been accepted for inclusion in Journal of Collective Bargaining in the Academy by an authorized editor of The Keep. For more information, please contact tabruns@eiu.edu.

Digital Instruction Bargaining Checklist

As much as possible, distinctions between distance education courses and face-to-face courses and faculty should be kept to a minimum. Below are some of the items to consider when negotiating contract language related to distance education modalities.

1. Definitions: What types of digital instruction are covered by language in the collective bargaining agreement? What are the definitions of terms, such as "distance learning," "digital instruction," "online," or "hybrid?"

2. Workload: 1) percentage of load to be taught online; 2) assignment to adjunct instructors; 3) limitations on overload; professional obligations; 4) rights of faculty to not be required to teach online (see item 14 below); 5) office hours; 6) class sizes; 7) workload differences due to course authorship and construction (i.e., faculty developed or publisher developed); See related items below.

3. Leave: How will sick leave, jury duty, bereavement, and other kinds of leave be calculated for online instructors?

4. Intellectual property rights: Consider the current language for face to face faculty and determine ways to adapt language for online instructors.

5. Assignment of Courses and First Rights of Refusal: After the course has been developed, consider whether the instructor will have the right of first refusal and for what length of time.

6. Evaluation processes: 1) students' evaluations of the course; 2) processes for administering student evaluation surveys; 3) processes for faculty to be evaluated by their administrator and/or peers.

7. Training process for evaluating administrators or peers: Determine whether or not you are able to bargain the training of administrators or peers who will evaluate faculty so that those who are evaluating online courses and faculty have the knowledge and skills that pertain to distance education pedagogy and course management.

8. Training in both technology and effective pedagogy: How will faculty members who are offered a new technology to enhance their classroom or replace it receive adequate training on the new technology? How will they be compensated for training time?

Published by The Keep, 2012

9. Responsibility for Accessibility Requirements: Districts are responsible for assuring accessibility to all distance education technology (e.g. ADA compliance); so, consider language which acknowledges district responsibility for compliance as well as for adequate and on-going training for faculty. Districts' contracts with course management (a.k.a. learning management) should also insure cooperation and assistance regarding accessibility.

10. Course Access and Information Storage: Consider language specifying who has access to course shells, reasons for accessing a course, how they will access courses, where information concerning that access is archived, and who is contractually authorized to access archived information.

11. Liability issues: Consider language that clearly delineates the responsibilities of instructors and the institution for student remarks and online conduct, and reporting processes.

12. Hiring priority: Consideration should be given to protect full-time faculty positions and not create an unwarranted reduction in force.

13. Class size: Consider language that would ensure class sizes that are smaller or the same as face to face to ensure continued quality of student teacher contact; consider the workload implications for classes in which all work must be done in writing.

14. Course assignment. Consider language protecting faculty from being compelled to teach in the online modality.

15. State Education Codes: Review laws (e.g., education code – "Title 5" in California), for additional issues related to distance education that may be negotiable.

16. Role of Faculty in Developing Policies for Distance Education Courses and Programs: Consider contractual language to provide for faculty development of online education policies and programs.

17. Compensation: Consider language for: 1) additional compensation for faculty members who are offered new technologies to enhance their classrooms or replace them; 2) protecting faculty members' intellectual property rights so that development compensation is not construed as "work for hire;" 3) compensation rates for faculty developed courses vs. publisher developed courses.

https://thekeep.eiu.edu/jcba/vol0/iss7/18
DOI: 10.58188/1941-8043.1068