

# Peralta Federation of Teachers

Democracy in Education ... Education for Democracy

Home

Membership

Benefits

The Contract

Salary Schedules

Leadership

PT Survey

EDD for PTers

Constitution

Peralta Teacher

Distance Ed Agreement

PFT Budget

## DISTANCE EDUCATION TENTATIVE AGREEMENT

Peralta Community College District ("District") and Peralta Federation of Teachers ("PFT") hereby agree to the following new contract article:

### Article 33: Distance Education

#### A. Purpose

The purpose of this Article is to provide for an environment where the use of technology enhances, and in no way diminishes, the right of the student to a quality state and academic experience and the responsibility of the faculty and the college to provide that experience. It is intended to be interpreted in a manner consistent with federal law. Unless otherwise specified in this Article, all distance learning courses shall be subject to the provisions of this Agreement and District Policies, as they may be amended from time to time, that govern non-distance learning offerings, including but not limited to provisions relating to the development, assignment, size, compensation for, and evaluation of classes.

#### B. Definitions

Distance Learning means any form of education where students are separated from their instructors by time and/or space, including both on-line courses and telecourses.

Online course means a course in which communication between the student and instructor is primarily through computer or internet technology.  
Telecourse means a course of televised lectures or other televised programs.

#### C. Development of Distance Learning Courses:

1. Proposals for new distance education courses, including distance education versions of current courses, shall be subject to the same procedures and policies as any other curriculum development proposal. The offering and scheduling of distance education courses and the assignment of faculty volunteers shall remain the exclusive prerogative of the District.
2. Developing distance education courses requires special skills and shall be voluntary. When the District and a faculty member agree that the faculty member will develop a distance education course, that faculty member should be provided with adequate preparation and training, and should be additionally compensated for the extra time required to develop such a course or program. Article 33 on Intellectual Property shall apply to the development and use of distance education courses.

3. The faculty member who creates a distance education course, whether a new distance education course or an existing course converted to a distance education course, has the right of first refusal for teaching it for a period of two

Calendar

PT Corner

years so long as he/she remains in good standing. This right is contingent on adequate enrollment.

#### D. Technical Support

The District will endeavor to provide adequate technical instructional support services to assure the ability of the instructor and students to send and receive data and to communicate effectively.

#### E. Distance Learning Class Assignments

All distance learning assignments shall be voluntary. A distance learning class may not be assigned as a part of a contract load without the consent of the faculty member.

#### F. Online Class Size

The maximum class size for any on-line course shall be equal to the lowest maximum class size of any section of the same course taught at that college during that academic year. In courses with separate lecture and laboratory sections, the laboratory maximum shall be used.

If the course is only taught on-line during that academic year, the maximum class size shall be determined by mutual agreement of the Department Chair (COA Academic Senate President) and Dean, in consultation with the faculty member, by reviewing class size maximums of comparable courses in the department. Class size maximums for "on-line-only" classes shall be subject to approval by the PFT President and the Vice Chancellor of Educational Services.

Exceptions to maximum class size may be made by mutual agreement of the Dean and the instructor. Either side may reopen this provision with notice to the other. The parties agree to begin additional negotiations on class size for online classes no later than September 1, 2007. This date may be extended by mutual agreement. In the event that the parties do not reach agreement on class size by November 1, 2007, the parties agree that the language in this Section F automatically sunsets and the parties shall revert to previous past practice in setting class size.

#### G. Evaluation of Faculty Assigned to Teach Distance Learning Courses

Evaluation of Faculty Assigned to teach distance learning courses shall recognize the special circumstances of teaching such a class. Students will evaluate on-line classes as they do on-site classes.

#### H. Educational Technology Committee

The Vice Chancellor for Educational Services shall convene an Educational Technology Committee, composed of representatives of the PFT, DAS, and administration. The committee shall report its findings by May 2007. Any areas in which the committee reaches consensus shall be reduced to writing and recommended to both bargaining teams as modifications of this article.

# Peralta Federation of Teachers

Democracy in Education ... Education for Democracy

[Home](#)

[Membership](#)

[Benefits](#)

[The Contract](#)

[Salary Schedules](#)

[Leadership](#)

[PT Survey](#)

[EDD for PTers](#)

[Constitution](#)

[Peralta Teacher](#)

[Distance Ed Agreement](#)

[PFT Budget](#)

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Calendar

PT Corner

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# Peralta Federation of Teachers

Democracy in Education ... Education for Democracy

[Home](#)

[Membership](#)

[Benefits](#)

[The Contract](#)

[Salary Schedules](#)

[Leadership](#)

[PT Survey](#)

[EDD for PTers](#)

[Constitution](#)

[Peralta Teacher](#)

[Distance Ed Agreement](#)

[PFT Budget](#)

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Calendar

PT Corner

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