

**PROPOSAL FROM
THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT to the
ANTELOPE VALLEY COLLEGE FEDERATION OF TEACHERS**

November 21, 2025

The following proposal was presented during negotiations by the Antelope Valley Community College District ("District") to the Antelope Valley College Federation of Teachers for the duration of the negotiations leading to a successor agreement to the 2023-2025 Collective Bargaining Agreement (CBA), to be discussed in good faith as required by the Educational Employment Relations Act and the ground rules adopted by the parties. Except as otherwise noted below, the remainder of the status quo Article shall be deemed to remain unchanged:

**ARTICLE XVII
DISTANCE EDUCATION**

- 1.0 Distance Learning and/or Distance and/or Online Education for the purpose of this agreement, is the process whereby the education of a student occurs in circumstances where the educator and the student are geographically separated, and the communication across this distance is accomplished by one or more forms of technology, typically electronic, such as podcasts, TV and computers, though not limited to these media. The types of Distance Education courses and their descriptions will be determined by the Academic Senate. Distance Education courses are not correspondence courses.
- 2.0 The only real difference between traditionally taught classes and classes taught via the internet or other nontraditional means is the method of delivery. All of the rights, freedoms, limitations and responsibilities applicable to traditional classrooms are applicable to distance learning. Included in these responsibilities is regular and substantive interaction between instructors and students for sections delivered through Distance Education. For purposes of this Agreement, "regular" interaction is predictable, interactive, and initiated by the instructor, while "substantive" interaction must be academically meaningful and related to the content of the course. [Note: We are attempting to distill and encapsulate the requirements enumerated in Title 5 C.C.R. § 55204.]
- 3.0 The primary purpose of distance learning courses will be to supplement rather than replace traditional on-campus course section offerings to allow the District to better accommodate students' educational needs. The corollary is that faculty must maintain an on-campus presence, despite having a portion of their assignment via Distance Education.
- 4.0 Workload will be determined in accordance with provisions of this contract. The proportion of a unit member's workload taught through distance education will be established through agreement between the unit member and their department dean and is subject to all provisions elsewhere in the contract (in particular, Article X).
- 5.0 The number of students assigned to any one distance learning course section shall be in accordance with the class size maximum set for regular course sections.
- 6.0 Technical support is limited to AVCCD owned software, equipment, or contracted services, and issupport services will be limited to AVCCD premises.
- (a) All Distance Education courses must be delivered using the course management system adopted by the College.
- 1.0 Evaluation Procedure

- (a) Instructors teaching distance education courses shall be evaluated utilizing the Distance Education Rubric at Appendix TBD.
- (b) Any unit member who elects to teach an online class must agree to have his or her competency to teach distance education courses evaluated by the respective Dean (or designee) and students during the first semester.
[Note: Moved (b) to (a) for readability and structure.]
- (c) Anyone who evaluates an online course shall have experience or training in online delivery or evaluation.
- (d) For probationary faculty, online course evaluation shall be part of the regular tenure evaluation process. For tenured and adjunct (POA) faculty, the Distance Education evaluation may occur concurrently with their regular evaluation, however this evaluation will not restart the agreed-upon 3 year evaluation process when the first semester teaching a DE course occurs outside of the regular evaluation cycle.
- (e) Any teaching deficiencies shall be handled according to the provisions of this contract.
- (f) Unsatisfactory performance in teaching an online course may preclude the faculty member from further assignment to an online course.

4.0 Faculty Competency to Teach Online

- (a) Any bargaining unit member who voluntarily elects to teach a distance education course for the first time and every five years thereafter must:
1. Complete either Academic Senate approved training for Distance Education or Academic Senate approved equivalent training prior to teaching a Distance Education course, or prove to the satisfaction of the Academic Senate prior competence in Distance Education teaching from another institution.
 2. ~~Complete Distance Education training before teaching any Distance Education course that commences at least one regular semester (fall or spring) after Board approval of this Agreement. In the event the Academic Senate approved training requires more than twenty hours, this timeline shall be renegotiated.~~
 3. ~~In the event that the Academic Senate has not developed, approved or scheduled training for Distance Education at the time an instructor begins to teach a Distance Education course, this instructor shall be excused from training until training is developed, approved, or scheduled, at which time he/she shall complete this training by the beginning of his/her next Distance Education course with instruction beginning one regular semester (e.g. fall or spring) after this training becomes available. In the event the Academic Senate approved training requires more than twenty (20) hours, this timeline shall be renegotiated.~~
 4. Complete institutional training for use of current College Distance Education course management system or equivalent.
 5. Ensure that all courses taught are in compliance with the Course Outline of Record and Title 5 regulations as overseen by the AP&P approval process.

(b) Training:

1. Training will be provided to all faculty wishing to teach Distance Education courses.
2. ~~Faculty who complete Academic Senate required and approved training in Distance Education or Academic Senate approved Distance Education provided by an outside organization shall be reimbursed by the District, upon the request of the faculty, for the cost of the course (if any). All training (including courses and programs) must be approved by the Academic Senate. Proof of completion of training must be submitted to the Academic Senate before the faculty member will be reimbursed.~~
3. ~~Distance Education Training provided by Antelope Valley College: As per the protocol of the Faculty Professional Development program (FPD), faculty may claim FPD credit for this training, regardless of whether a particular faculty member is required to complete this training.~~
4. Distance Education Training provided by an outside organization (and approved by the Academic Senate): ~~As per the protocol of the FPD program and Article IX, ff~~ Faculty ~~who forego reimbursement for this training (and/or complete zero-cost training),~~ may use the Distance Education training toward one of the following: FPD credit, Faculty Academy advancement or column advancement on the AVC schedule.

5.0 Office Hours

- (a) All full-time faculty teaching Distance Education classes are required to maintain regular on- campus office hours and are to participate in campus governance responsibilities as stated in this contract
- (b) Unit members teaching distance education courses may elect to fulfill their office hour requirement for the distance education course in an alternative distance mode away from the office. Virtual office hours may be held in proportion to the professor's distance learning load so long as the proportionate office hour is conducted in a synchronous mode and clearly communicated in the syllabus.
- (c) ~~"Regular effective contact," as defined and identified in the Distance Education Form Question 5A "Regular Effective Contact" from AP&P, between instructor and students includes group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops telephone contact, correspondence, voice mail, email or other activities. Distance learning faculty shall use professional discretion in selecting the appropriate method(s) of student consultation and shall specify those method(s) in the course description including the response time for asynchronous communication.~~

10.0 District and Faculty Ownership

- (a) If materials developed cooperatively between District and Faculty are marketed, the District and Faculty must have an agreement that specifies distribution of royalties.
- (b) Instructional materials are the sole property of the Faculty member who creates them (except when developed as work for hire or cooperatively developed materials), and the District waives any claim to ownership of them.

- (c) When Faculty member(s) independently obtains grant funding for the production of a work or invention and seeks District participation, the District agrees ownership must be clearly delineated in a written agreement.
- (d) A Faculty member's lecture may be recorded by the college and made available to students during the semester of the class. ~~The Faculty member shall own all copyrights or product rights to any recordings of his/her lecture.~~
- (e) Creation of intellectual property during a paid sabbatical leave is the property of the faculty member and the copyright to the work(s) is owned by the faculty member, ~~unless the District has contributed substantial resources to the creation of the work.~~

11.0 Distance Education-related Working Conditions

- (a) Teaching of Distance Education courses shall be on a voluntary basis unless indicated as required in the position announcement under which the unit member was hired.
- (b) Online classes shall NOT exceed maximum enrollment as stated on the Course Outline of RecordAP&P Course Proposal, except in accordance with Article 12.1.
- (c) It is not the intent of the District to displace full-time faculty because of Distance Education courses.
- (d) No Distance Education work shall be offered to persons not employed within the faculty bargaining unit.
- (e) No work traditionally performed by unit members shall be awarded to other institutions for transmission to Antelope Valley College District students by electronic means without written agreement with the Union.

1.0 Right of First Refusal

- (a) Subject to the District's rights of assignment, faculty who have developed an online course in the experimental phase and have subsequently taken the course through the curricular process shall have the first right of refusal for teaching the course for the first two semesters it is offered.
- (b) Distance Education courses are subject to the same management "right of assignment" rules as face-to-face classes.

2.0 Sick Leave

- (a) Unit members whose teaching assignment, whether as load or overload, includes on-line or other distanced education courses, shall receive the same number of hours of sick leave as they would be entitled to had the same course been offered as a full-term, traditionally delivered course, whether during the regular semester or during a intersession or summer session. Online instructors are expected to log on to the computer and monitor and interact with the students in the course for at least the same number of days of instruction as if the course were being held in a traditional manner on campus each week of the semester or session when classes are scheduled to be taught. An instructor who has a serious illness that prevents him/her from attending to his/her duties teaching an on-line class shall account for sick leave in the following manner:

- (b) For the purpose of sick leave calculation, the on-line course shall be treated as though it is being taught in a traditional classroom environment. Therefore, for each week of a regular semester length on-line course that a unit member is unable to log on to the computer and monitor and interact with the on-line students of the course, the unit member will use the appropriate sick leave hours according to the provisions in this contract under Article V, 3.3.
- (c) During a intersession or summer session, on-line instructors are expected to log on to the computer and monitor and interact with the on-line students of the course for at least the same number of days of instruction as if the course were being held in a traditional manner on campus. If an instructor is ill and unable to perform this duty then sick leave shall be claimed in a way similar to that as if the course were being taught in a traditional manner.
- (d) On-line instructors are required to notify the appropriate administrator if they will be absent from on-line instruction. In cases where the on-line instructor will be absent from the on-line course for a period longer than one calendar week, or an equivalent number of days during a winter or summer session, then effort shall be made to acquire a substitute instructor to monitor and interact with the on-line students of the course.
- (e) If faculty teaching distance education courses continue to meet their regular obligations with their distance education class sessions, ~~whether they be online, hybrid, interactive television, telecourse or other course meeting the definition of a distance education course,~~ while taking sick leave for their face-to-face class sessions, sick leave will not be taken for their online classes.

14.0 ~~In recognition of the rapidity with which technology is changing, the District and the Federation will negotiate all new issues related to distance learning should the parties mutually agree to do so.~~

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