

**SIDELETTER BETWEEN THE
SAN DIEGO COMMUNITY COLLEGE DISTRICT
AND
AFT GUILD, LOCAL 1931 FACULTY BARGAINING UNIT**

The parties agree to make the following temporary modification to the college faculty collective bargaining agreements, effective July 1, 2021 and continuing to June 30, 2022 after which this temporary modification shall sunset and the status quo contract language will resume in full force and effect.

- 1) To accommodate public health safety protocols, meet specific curriculum requirements, and expand opportunities to reengage students, the District may schedule courses to be offered in a hybrid high-flexibility ("HyFlex") modality, which may include simultaneous in-person, synchronous online, and asynchronous remote instruction.
- 2) The District shall be responsible for ensuring courses offered in a Hyflex modality meet all applicable laws, regulations, and accreditation standards, including applicable provisions of Title 5 of the California Code of Regulations.
- 3) Class section capacity for courses offered in a HyFlex modality shall be governed by Article VII, Section 7.6 of the Collective Bargaining Agreement. The average class size of a course offered in a HyFlex modality shall be the same as expected for a fully in-person course.
- 4) All HyFlex assignments must be voluntary. The Dean will communicate via email simultaneously to all department faculty the availability of Hyflex assignments. Tenured faculty may volunteer by contacting their Dean directly. Tenure-track and adjunct faculty may volunteer by letting their AFT Guild site representative know they are interested in this opportunity. The AFT Guild site representative will then let the respective Dean know of their interest. The Dean will make the final determination of all assignments.
- 5) The District shall provide adequate training, logistical, instructional, and technical support to faculty teaching a course in a HyFlex modality to ensure proficiency, including accessibility and accommodations based on student medical needs. Faculty will be compensated for one hour of training time at their non-classroom hourly rate.
- 6) A HyFlex assignment shall count towards a faculty member's load as a comparable regularly scheduled in-person course assignment. Compensation for a HyFlex assignment shall be on the same basis as a comparable regularly scheduled in-person course assignment.
- 7) No part of the video or audio recording or livestream may be used as part of the faculty member's evaluation process.
- 8) No part of the video or audio recording or livestream may be used as evidence in or to

initiate any type of disciplinary proceeding against the faculty member, nor shall it be accessed and or utilized to view or review any part of the course for any reason, including a response to a complaint.

- 9) Faculty members teaching a course in a HyFlex modality shall not be evaluated negatively based on conditions unique to the HyFlex modality that would not be applicable in regularly scheduled in-person or distance education modalities.
- 10) Upon registering for the course, the District shall provide notice to all students enrolled in a course offered through a HyFlex modality that any recording, rebroadcasting, sharing, copying, or any other use beyond appropriate instructional and learning activities, except as necessary to provide reasonable auxiliary aids and academic adjustment to a student with a disability as prescribed by law, is strictly prohibited and may lead to disciplinary action, including allowing unauthorized individuals to access course content and/or attend synchronous online course sessions.
- 11) Only registered students may attend the course or access the livestream of the course in accordance with District policy pertaining to enrollment in any class offered by the college.
- 12) Managers or peer faculty may not enroll as a student for purposes of monitoring the class or faculty performance.
- 13) The faculty member of record's grading and attendance policies, including virtual attendance, will be determined by the faculty member, provided they fall within the parameters of the State Chancellor's Office Attendance and Accounting Manual.
- 14) All other terms and conditions of the Collective Bargaining Agreement which are not modified by the provisions of this Agreement shall continue in full force and effect.



Gregory Smith, Vice Chancellor
Human Resources

Date: 8/9/2021



Jim Mahler, President
AFT Guild, Local 1931

Date: 8/12/21