

**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

