

SIDELETTER BETWEEN THE  
GROSSMONT-CUYAMACA COMMUNITY COLLEGE  
DISTRICT AND  
AFT GUILD, LOCAL 1931

The District is in the process of piloting new technology in select classrooms, known as HyFlex, that will enable faculty to deliver instruction both in-person and remotely, simultaneously, as we transition back to pre-pandemic operations.

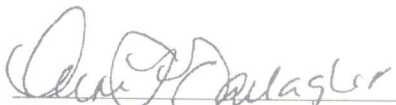
*HyFlex courses are delivered both in person and online at the same time by the same on-site faculty member. Students can then choose for each and every class meeting whether to show up for class in person or to join it online, subject to the instructor's attendance requirements.*

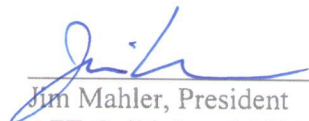
In consultation with the AFT, the District has agreed to a pilot program for the 2022-2023 academic year, since the District was unable to obtain the equipment to pilot the program in 2021-2022, with the following pilot parameters:

1. The pilot program will sunset upon the ratification of a successor agreement to the current Agreement which is due to expire June 30, 2023.
2. Assignments must all be voluntary for current faculty. New adjunct faculty may be hired expressly to teach a HyFlex assignment. Faculty will not be sanctioned or adversely evaluated in any way for refusing a HyFlex assignment. The Dean will determine and communicate the need for HyFlex assignments in writing to their faculty members via a department-wide communication. Current faculty may volunteer for these assignments as follows:
  - a. Tenured faculty may volunteer by contacting their Dean directly.
  - b. 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. Tenure-track and adjunct faculty will not be eligible for a HyFlex assignment without following this procedure.
  - c. The foregoing language shall be included in the email sent from the Dean.
  - d. The Dean will make the final determination of assignments.
  - e. AFT will be sent a listing of all HyFlex assignments, along with the name of the instructor, no later than the second week of classes.
3. A HyFlex assignment will count toward the faculty member's load as would the comparable regularly scheduled, traditionally delivered, course assignment. HyFlex assignments count as on-campus load for purposes of Article 7.18.5.

4. All faculty scheduled to teach a HyFlex course will need to have completed the DE certification process two weeks prior to the first day instruction.
5. The District will provide ~~one~~ three hours of one-time training (the first time a HyFlex course is taught only) to ensure proficiency and the faculty member shall be compensated at their non-classroom rate of pay for these three hours of training. In addition, faculty will receive a one-time stipend of \$750 the first time they are assigned a HyFlex course.
6. Faculty will be compensated for sixteen (16) additional hours at their non-classroom hourly rate each semester they teach a HyFlex assignment.
7. Prior to or on the first day of instruction, students will be provided a form to sign with their agreement that no part of the video or audio recording or livestream may be rebroadcast, shared, published, copied, or otherwise used in any way outside of the direct learning experience of the individual student, except as necessary to provide reasonable auxiliary aids and academic adjustment to a student with a disability as proscribed by law. Students who are added after the start of the semester will receive the form by the end of the first week. The form can be digitally signed by the student.
8. The notice will specify that violation of the terms of enrollment is a violation of the Student Code of Conduct, and is grounds for discipline, up to and including expulsion. The written notice will advise students that they must accept the terms of the agreement and send/bring a picture of the signed acceptance to the instructor no later than the end of the first week of instruction. This information will also be included in the course syllabus.
9. The faculty member shall have no obligation or responsibility to perform any additional work required to ensure accessibility compliance, beyond what would be expected to meet accessibility requirements for any other class offered by the college.
10. 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.
11. The District shall also provide all necessary on-site equipment to conduct the distance education portion of the HyFlex course.
12. 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 response to a complaint.
13. Current faculty members teaching a course in a HyFlex modality shall not be evaluated for that course for the duration of this sideletter agreement. Adjunct faculty expressly hired to teach a HyFlex course shall be evaluated following the completion of two semesters in a HyFlex assignment.

14. 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.
15. Managers or peer faculty may not enroll as a student, for purposes of monitoring the class or faculty performance.
16. 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.
17. The faculty member may elect to identify certain course meeting dates where in-person attendance is required of the enrolled students (for exams, presentations, etc.) These dates should be communicated with the students as far in advance as possible via the schedule of classes.
18. Class caps may not exceed the class size of the regular in-person modality.
19. The District will ensure that there is at least one Program Coordinator per campus who has expertise with HyFlex hardware and software and related technologies to assist with the HyFlex course management as needed.
20. All other terms and conditions of the faculty collective bargaining agreement will continue to apply.

  
Aimee Gallagher, Interim Vice Chancellor  
Human Resources

  
Jim Mahler, President  
AFT Guild, Local 1931

Date: 8-11-22

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