


**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT**  
**AND THE PALOMAR FACULTY FEDERATION**

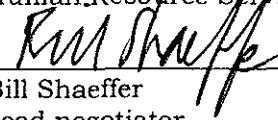
This Memorandum of Understanding ("MOU") is entered by and between the PALOMAR COMMUNITY COLLEGE DISTRICT ("District") and the PALOMAR FACULTY FEDERATION ("PFF") and is with respect to Article 9: Leaves and Article 6: Union Rights.

The changes tentatively agreed to on June 13, 2016 for Article 9: Leaves and Article 6: Union Rights will be implemented for the fall semester 2016.

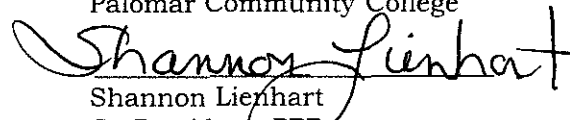
Dated: 6/27/2016

  
Mike Popielski  
Interim Vice President  
Human Resource Services

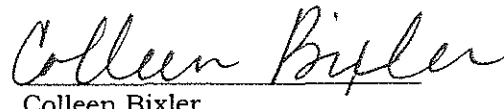
Dated: 6/27/2016

  
Bill Shaeffer  
Lead negotiator  
Palomar Community College

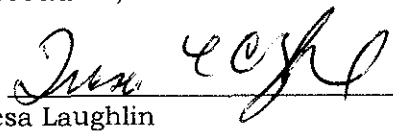
Dated: 6/27/16

  
Shannon Lienhart  
Co-President, PFF

Dated: 7-18-16

  
Colleen Bixler  
Co-President, PFF

Dated: 7-18-16

By:   
Teresa Laughlin  
Lead Negotiator, PFF

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6/13/2016  
6/13/2016

**DISTRICT PROPOSAL NO. 3**

**JUNE 1, 2016/JUNE 13, 2016**

The District proposes to amend Article 9.5.3 regarding Pregnancy Disability Leave as stated therein:

**ARTICLE 9 - LEAVES**

- 9.1 The leaves herein are granted in compliance with the minimum requirements of the Education Code and other applicable statutes/regulations. Unless the number of days of leave set forth in this Article is greater than the minimums set forth in the Education Code or other applicable statutes/regulations, only the minimum leave requirements are granted.
- 9.2 The Superintendent/President or designee has the final authority of the District to approve verifications of leaves. The Superintendent/President or designee may require reasonable proof from any employee for any absence.

All employees may be required to submit verifications for their absences. However, employees who are absent due to illness or injury for five (5) consecutive work days or fewer will not be required to submit verifications for their absences unless the District has reasonable belief that the employees are not ill or injured. All verifications of leaves may be initially accomplished by the Dean or other management employee directly responsible for the employee, or that individual's designee, but only the Superintendent/President or designee has the authority of the District to approve verification of leaves or make final decisions on verification of leaves. The District has retained the authority to prepare, disseminate and require compliance with leave forms as long as they do not violate the provisions of this Article. The District has retained the authority to adopt and revise verification procedures to implement the provisions of this Article as long as they do not violate the provisions of this Article.

9.3 Sick Leave (Education Code §87781)

- 9.3.1 Each academic year, every faculty member employed five (5) days a week by the District and ten (10) months per year (full-time) shall be entitled to ten (10) days leave of absence for illness or injury. Every faculty member employed five (5) days a week by the District and eleven (11) months per year (full-time) shall be entitled to eleven (11) days leave of absence for illness or injury. The entitlement to ten (10) or eleven (11) days, respectively, shall be considered as fully accrued on the first day the faculty member is required to report for duty for the academic year.

Whenever a full-time faculty member is absent during the regular school year due to illness or injury, the faculty member's accumulated sick leave shall be charged a proportional amount of sick leave depending on the faculty member's teaching load on the day of the reported absence. In the

event an absence continues past the fourth consecutive assigned teaching day, sick leave shall be charged, from that point forward, for five days each week of that absence, excluding District holidays.

9.3.2 A faculty member employed for fewer than five (5) days a week and/or fewer than ten (10) months per year shall be entitled to a proportional amount of leave of absence for illness or injury. Pay for any day of such absence shall be the same as the pay which would have been received had the faculty member served that day. Part-time (adjunct) faculty members shall be credited 0.056 hours of sick leave for each hour of service scheduled. Effective with new tenure track appointments beginning July 1, 2015, Palomar College part-time faculty who become contract faculty shall have their Palomar College part-time accrued sick leave balance converted to full-time sick leave on the effective date of the first contract. Conversion shall be made on the basis of 6 part-time sick leave hours = 1 full-time sick leave day.

9.3.3 Credit for leave of absence need not be accrued prior to taking such leave by the faculty member and such leave of absence may be taken at any time during the school year. If such faculty member does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.

#### 9.3.4 Part-Time/Overload Faculty Sick Leave

9.3.4.1 Separate sick leave accounts are established in the Human Resource Services administration system for overload and part-time faculty who teach during the regular academic year and during the summer session. Sick leave is accrued after each payroll period at the rate of .056 hours for each hour paid and is tracked in two separate accounts, one for the regular academic year and one for summer. The respective sick leave balance is printed on employees' pay warrants (academic year or summer) each month. Upon retirement of full-time faculty, overload sick leave will be converted to full-time sick leave up to the maximum full-time sick leave days allowable by STRS. Conversion shall be made on the basis of 6 overload sick leave hours = 1 full-time sick leave day. Any remaining overload sick leave shall not be reported to CalSTRS as excess sick leave, and shall be available for, and can only be used by, retired Palomar College faculty teaching part-time assignments at Palomar College. The parties agree there shall be no additional cost to the District as a result of this subsection. In the event full-time faculty use up their full-time leave, they will be able to access their part-time sick leave. Conversion shall be made on the basis of 6 part-time sick leave hours = 1 full-time sick leave day.

#### 9.4 Extended Sick Leave (Education Code §87786) – Fifty Percent (50%) Rule

9.4.1 During each school year, when a faculty member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for a

period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall be fifty percent (50%) after accumulated sick leave has been utilized.

9.4.2 The five-school-month period in this provision shall run concurrently with all accumulated sick leave, except it does not apply to the first ten (10) days of absence on account of illness or accident of any faculty member employed five (5) days a week by the District or to the proportion of ten (10) days of absence to which the faculty member employed less than five (5) days per week is entitled. A faculty member shall not be provided more than one (1) five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the faculty member may take the balance of the five-month period in a subsequent school year.

#### 9.5 Pregnancy Disability Leave (Education Code §87766)

9.5.1 A faculty member may use sick leave provided for in this Article for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member and the faculty member's physician.

9.5.2 Disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.

9.5.3 This provision shall be construed as requiring the District to grant leave with pay (with pay or without pay, depending on employee's available accrued paid leave only) only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth be treated the same as leaves for illness, injury or disability.

9.5.4 The District also may grant a request for leave of absence without pay for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.

#### 9.6 Industrial Accident and Illness Leave (Education Code §87787)

The District specifically limits its liability to the minimum requirements mandated by Education Code §87787.

9.6.1 Such leave shall not exceed sixty (60) working days in any one (1) fiscal

year for the same accident.

9.6.2 Allowable leave shall not be accumulative from year to year.

9.6.3 Industrial accident or illness leave will commence on the first day of absence.

9.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wages for the day.

9.6.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

9.6.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

9.6.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if an employee is receiving workers' compensation, the employee shall be entitled to use only so much of the accumulated or available sick leave, accumulated compensation time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

9.6.8 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

## 9.7 Personal Necessity Leave (Education Code §87784)

9.7.1 An academic employee may use accumulated sick leave in case of personal necessity up to a maximum of six (6) days per school year.

For purposes of this provision, "personal necessity" is defined as:

9.7.1.1 Death or serious illness of a member of the employee's immediate family.

9.7.1.2 Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.

9.7.1.3 An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during

the employee's working hours.

9.7.1.4 Observance of a religious holiday.

9.7.1.5 Matters of compelling personal importance or personal business as defined below.

9.7.1.5.1 The term "personal business" includes attendance at activities such as graduation ceremonies and weddings of members of the immediate family, required court appearances, and other important activities. An employee shall not take personal business leave to extend a District holiday weekend, to be absent from required training activities, to be absent from any mandatory meeting or conference, or to engage in any concerted activity against the District.

9.7.1.5.2 When circumstances reasonably permit, the faculty member must give five (5) business days prior notice to the Dean or other management employee directly responsible for the faculty member. The faculty member must state the specific reason for the personal business leave.

9.7.2 Probationary and tenured faculty members may be excused from assigned duties, other than direct instructional duties, by the Dean or other first-level responsible administrator, without loss of pay, for a period of not more than two (2) hours, not to exceed four (4) two-hour periods in any school year, for purposes of personal necessity or compelling personal importance. Part-time faculty members may be excused from assigned duties, other than direct instructional duties, by the Dean or other first-level responsible administrator without loss of pay, for a period of not more than two (2) hours, not to exceed two (2) two-hour periods in any school year, for purposes of personal necessity or compelling personal importance.

9.8 Labor Code §233 Leave

9.8.1 Pursuant to Labor Code §233, an employee may use no more than six (6) days in any calendar year of accumulated sick leave to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions for use of sick leave by the employee shall apply.

9.9 Bereavement Leave (Education Code §87788).

9.9.1 Each academic employee is entitled to a leave of absence, not to exceed five (5) days on account of death of any member of any employee's immediate family. No deduction shall be made from the

salary of such employee, nor shall such leave be deducted from other leaves.

- 9.9.2 Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse or domestic partner of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

#### 9.10 Jury Duty Leave (Education Code §87035)

- 9.10.1 Each academic employee with assigned load shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law, and the employee, while serving on jury duty, shall receive regular earnings from the District and shall transmit to the District all fees, exclusive of mileage, received for jury service.

#### 9.11 Family Care and Medical Leave

- 9.11.1 The provisions in this Article covering Family Care and Medical Leave are intended to comply with the federal Family Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, and the California Family Rights Act of 1991 as amended October 5, 1993, Government Code §12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. These provisions shall be interpreted so that there will be no violation of either state or federal law.
- 9.11.2 Generally, family care and medical leave consists of unpaid leave for a period of up to twelve (12) work weeks in a school year (July 1 through June 30) for one (1) of the following reasons:
- a) The birth or placement of a child for adoption or foster care with the employee within one (1) year of such birth or placement;
  - b) To care for the employee's spouse, child or parent with a serious health condition; or
  - c) If an employee has a serious health condition that makes the employee unable to perform his or her job.
  - d) However, the District requires the employee to utilize all accrued and unused paid leave concurrently with the use of Family Care and Medical Leave and California Family Rights Act Leave (hereinafter collectively referred to as "Family Care and Medical Leave").
- 9.11.3 Family Care and Medical Leave is separate and distinct from disability leave for pregnant employees. Pregnant employees are entitled to a



disability leave in addition to a family care and medical leave.

9.11.4 If the leave is requested for the placement or birth of a child, and both parents are employees of the District, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.

9.11.5 Definitions

9.11.5.1 "Accumulated Sick Leave" means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.

9.11.5.2 "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under eighteen (18) years old or over eighteen (18) years old and incapable of self-care because of a mental or physical disability.

9.11.5.3 "Differential Pay Sick Leave" means the right to receive fifty percent (50%) of regular salary in accordance with the provision on extended partial paid sick leave.

9.11.5.4 "Employee Benefits" means all benefits provided or made available to employees by the District, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of the District or through an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 [29 U.S.C. 1002 (3)].

9.11.5.5 "Employment in the same position" means employment in the position which the employee held prior to taking a family care and medical leave.

9.11.5.6 "Employment in an equivalent position" means a position that has the same or similar duties, pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.

9.11.5.7 "Group health plan" means any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.

9.11.5.8 "Health care provider" means an individual:

- a) Holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or

- b) Duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or
- c) Who has been determined by the United States Secretary of Labor to be capable of providing healthcare services under the Family and Medical Leave Act of 1993.

9.11.5.9 "Industrial Accident and Illness" means a work-related injury or illness.

9.11.5.10 "Intermittent Leave" means a leave taken in separate blocks of time due to a single illness or injury and may include leave periods from one (1) hour or more to several weeks.

9.11.5.11 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian or someone who stood *in loco parentis* to an employee when the employee was a child.

9.11.5.12 "Reduced Leave Schedule" means a leave schedule that reduces an employee's usual number of working hours per day or per week.

9.11.5.13 "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either of the following:

- a) Inpatient care (overnight stay) in a hospital, hospice or residential medical care facility; or
- b) Continuing treatment or continuing supervision by a health care provider.

9.11.5.14 "Sick leave" means days for which an employee is paid but is not required to work because of illness or injury.

9.11.5.15 "Spouse" is defined in Appendix D: Spousal and Domestic Partnership Policy.

9.11.5.16 The term "domestic partner" for the purposes of this Article is defined in Appendix D: Spousal and Domestic Partnership Policy.

#### 9.11.6 Eligibility for Family Care and Medical Leave

9.11.6.1 Employees are required to have completed more than twelve

(12) months of continuous service with the District to be eligible for family care and medical leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by employees in that job classification. If an employee separates from service after attaining more than one (1) year of continuous service and is subsequently re-employed by the District, the employee is not eligible for family care and medical leave until he or she completes another year of service. Employees are required to have completed 1,250 hours of service in the twelve months preceding the leave for eligibility.

#### 9.11.7 Right to Family Care and Medical Leave

- 9.11.7.1 Subject to the terms and conditions stated in these provisions, an eligible employee shall be granted an unpaid family care and medical leave for up to a total of twelve work weeks in a school year (July 1 through June 30), after making a request for such leave in accordance with the procedures set forth below.
- 9.11.7.2 A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification is also required.
- 9.11.7.3 The District requires the employee to utilize all accrued and unused paid leave concurrently with the use of Family Care and Medical Leave.

#### 9.11.8 Requests for Family Care and Medical Leave

- 9.11.8.1 If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30) calendar days' written notice is required.
- 9.11.8.2 If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.
- 9.11.8.3 If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the

employee, or that of a child, parent or spouse with a serious health condition, the employee shall consult with the Assistant Superintendent/Vice President for Human Resource Services regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the healthcare provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required unless the faculty member and the District agree in writing to a shorter notice.

#### 9.11.9 Certification of Serious Health Condition from Health Care Provider

9.11.9.1 If the employee is requesting the leave to care for a child, parent, or spouse with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider.

The certification shall include:

- a) The date on which the serious health condition commenced;
- b) The probable duration of the condition;
- c) An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care; and
- d) A statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent or spouse.

9.11.9.2 If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.

9.11.9.3 If the employee is requesting the leave for his or her own serious medical condition, the District may require certification of the serious medical condition by his or her health care provider.

9.11.9.4 If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second

opinion differs from the opinion in the original certification, the District may require the employee to undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtained after the initial certification shall be at District expense.

- 9.11.9.5 Prior to returning to work after an employee has been granted family care and medical leave for his or her own serious medical condition, the District may require the employee to obtain certification from his or her health care provider that the employee is able to resume his or her duties.

#### 9.11.10 Right to Reinstatement

- 9.11.10.1 In general, an employee returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges and status. Additionally, an employee's use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

#### 9.11.11 Intermittent or Reduced Schedule Leave

- 9.11.11.1 Leave taken because of the serious health condition of the employee or the employee's spouse, child or parent may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child, or placement of a child with the employee, shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.
- 9.11.11.2 If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

#### 9.11.12 Additional Terms of Family Care and Medical Leave

- 9.11.12.1 Family care and medical leave taken pursuant to these provisions in Section 9.11 of this Agreement is generally unpaid leave. However, the District requires the employee to substitute accrued paid sick leave or differential pay sick leave (Extended Sick Leave, Article 9.4) used for the employee's own serious health condition or caring for the employee's spouse/registered domestic partner, son, daughter, or parent for their serious health condition concurrently for any part of the twelve-week (12-week) period.
- 9.11.12.2 The employee is required to use sick leave concurrently with Family Care and Medical Leave. The accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the District shall require the employee to use any available differential pay sick leave during the period of the family care and medical leave.
- 9.11.12.3 Because family care and medical leave is limited to a duration of twelve (12) work weeks, it is unlikely the employee will run out of differential pay sick leave within the duration of the family care and medical leave for a particular individual serious health condition.
- 9.11.12.4 During the period of family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for an employee who ordinarily receives such benefits for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.
- 9.11.12.5 During the period of the family care and medical leave, the employee is entitled to participate in retirement plans (hereinafter, "retirement plans") and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid personal leave granted by the District for any reason other than family care and medical necessity.

- 9.11.12.6 The District is not required to make payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize paid leave, applicable payments will be made to the retirement plan. In addition, paid time off shall count toward "time accrued" under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave.
- 9.11.12.7 The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
- 9.11.12.8 The employee returning from family care and medical leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff.

9.11.13 Effect of Family Care and Medical Leave on Pregnancy Disability Leave

- 9.11.13.1 Leave taken under a pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).
- 9.11.13.2 Leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave. The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave.
- 9.11.13.3 The District requires the employee, to utilize any other paid leave during the pregnancy disability/family care medical leave. Pursuant to Education Code §87784.5 employees are entitled to utilize up to thirty (30) days of accrued and unused paid sick leave, less any paid leaves previously used by the employee for personal necessity (Section 9.7), Labor Code 233 Leave (Section 9.8) or Bereavement Leave



(Section 9.9) in either of the following circumstances:

- A biological parent may use leave pursuant to this section within the first year of his or her infant's birth.
- A non-biological parent using leave pursuant to this section within the first year of legally adopting a child.

9.11.13.4 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to these provisions. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.

9.11.13.5 Eligible employees on a combination pregnancy disability/family care and medical leave, whose paid coverage ceases in accordance with these provisions, may continue any group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.

9.11.13.6 In general, employees returning from a combination pregnancy disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

9.11.14 Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave

9.11.14.1 Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.

9.11.14.2 The District shall maintain coverage under any group health plan (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for employees who ordinarily receive such benefits and who are eligible for combination industrial injury or illness disability/family care and medical

leave for a maximum of twelve (12) work weeks. The District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.

9.11.14.3 Eligible employees on a combination industrial injury or illness disability/family care and medical leave, whose paid coverage ceases after twelve (12) work weeks, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.

9.11.14.4 In general, employees returning from a combination industrial injury or illness disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth above. However, if an employee returning from industrial injury or illness disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act and similar state laws.

## 9.12 Sabbatical Leave (Education Code §87767-87775)

9.12.1. All requests for sabbatical leaves must be processed through the Sabbatical Leave Committee established in this Article, must receive the positive recommendation of the Sabbatical Leave Committee, must also receive the positive recommendation of the Superintendent/President, and must be approved by the Governing Board of the District. In accordance with Education Code §87767, the purpose of a sabbatical leave must be to benefit the District and the students of the District, and any such benefit must be tangible and verifiable.

9.12.2. To be eligible for a sabbatical leave, a faculty member must be tenured and must have served for at least six (6) consecutive years preceding the year in which the sabbatical leave may be granted. Any faculty member who is designated by the Education Code as a temporary employee is not eligible.

9.12.3. The number of eligible faculty members on sabbatical leave during any one (1) semester shall not exceed five percent (5%) of the eligible faculty members who are under contract as of September 15 of the academic year in which application is made. Only applicants with qualified sabbatical leave applications approved by the Committee shall be granted leaves (see section 9.12 of this Article). If the number of eligible applicants for sabbatical leaves approved by the Sabbatical Leave Committee exceeds five percent (5%), first priority shall be given

to applicants who have not had a previous sabbatical leave. If there are more first time faculty applicants than available positions then those applicants will be ranked based on the criteria in a) and b) of this paragraph. If the first-time applicants do not fill the entire five percent (5%) allotment, the remaining approved applicants shall be ranked for priority according to the following point system:

- a) The applicant seeks to attend a program offered on a one-time basis; verification required (three (3) points).
- b) Seniority (one (1) point per year of service in the Palomar Community College District).
- c) Years subsequent to a previous leave (one (1) point per year since last sabbatical leave).

Priority shall be established in the order of points awarded, with the eligible staff member with the highest number of points receiving the highest priority.

Priority ranking will not be carried over for those who reapply the following year.

9.12.4. A sabbatical leave, to be approved, must be substantially related to the faculty member's present assignment or future assignment with the District and is strictly limited to one or more of the following purposes:

- a) Formal lower division, upper division, and/or graduate work at an accredited institution of higher learning substantially related to the faculty member's field(s) of study.
- b) Independent study involving substantial research, study and/or experience substantially related to the faculty member's field(s) of study.
- c) Creative work resulting in an original written contribution substantially related to the faculty member's field(s) of study.
- d) Travel incorporating substantial research, study and/or experience substantially related to the faculty member's field(s) of study.
- e) Temporary research or work in private business/industry or government substantially related to the faculty member's field(s) of study.

- 9.12.5 A sabbatical leave may be granted for one (1) year (two (2) semesters) at one-half ( $\frac{1}{2}$ ) pay or for one (1) semester at full pay. The amount of the one-half ( $\frac{1}{2}$ ) pay or full pay shall be determined by the faculty member's regular pay scale for current full-time service with the District. While on an approved sabbatical leave, the faculty member shall be paid in the same manner as if not on leave of absence. Sabbatical leave by a faculty member will be counted as regular service for the District, and included for experience on the salary schedule, but shall not be credited as one of the six (6) years of service for another possible future sabbatical leave.
- 9.12.6 While on an approved sabbatical leave, the faculty member is required to devote the same amount of time to fulfill the professional responsibilities of the sabbatical leave as the faculty member's current service with the District. During the sabbatical leave, the faculty member shall be temporarily released from all assignments with the District and shall not perform any other assignment with the District unless such other assignment was included in the sabbatical leave request and is specifically approved as part of the faculty member's sabbatical leave.
- 9.12.7 An application for a sabbatical leave must be received in the office of the Assistant Superintendent/Vice President for Instruction no later than November 1 prior to the academic year during which the sabbatical leave may be taken. An application for a sabbatical leave must have been submitted for written comments and recommendations to the Department Chair and Dean or other management employee directly responsible for the faculty member, and also the Assistant Superintendent/Vice President directly responsible for the faculty member. This submission must have been made at least two (2) weeks prior to the final application being submitted to the Office of Instructional Services. The written comments and recommendations from the Department Chair and Dean or other management employee directly responsible for the faculty member and the Assistant Superintendent/Vice President, if any, must be attached to the application form when submitted to the Office of Instructional Services.
- 9.12.8 Within two (2) weeks after November 1, the Sabbatical Leave Committee co-chairs shall convene the Sabbatical Leave Committee and make available to it all applications for sabbatical leave which have been timely received by the Office of Instructional Services. The Sabbatical Leave Committee shall be composed of the following individuals who each shall serve three (3) year terms, except for the Assistant Superintendent/Vice President for Instruction who is a permanent member of the committee. All of the faculty members on the Sabbatical Leave Committee shall be tenured. In the event any committee seat becomes vacant more than three (3) months prior to the end of the three (3) year term for that seat, a replacement shall be

selected to serve out the remainder of that term. The faculty members serving on the committee shall elect one (1) of their number to serve as the faculty co-chair of the committee.

- a) One (1) senator selected by the Faculty Senate
- b) Assistant Superintendent/Vice President for Instruction, Co-Chair
- c) One (1) Dean selected by the Assistant Superintendent/Vice President for Instruction
- d) One (1) faculty member from the Library/Media Center selected by the Faculty Senate and approved by the Federation
- e) One (1) faculty member from Student Services selected by the Faculty Senate and approved by the Federation
- f) One (1) faculty member from each "instructional division" selected by the Faculty Senate and approved by the Federation

9.12.9 The Sabbatical Leave Committee will review all applications made available to it. All meetings of the Sabbatical Leave Committee are open meetings. The Sabbatical Leave Committee will review the applications to determine whether they should be recommended, first through a process where consensus is attempted, and then through a majority vote of the Sabbatical Leave Committee if a consensus is not possible. This work by the Sabbatical Leave Committee must be completed by March 1. The decision on whether to recommend a sabbatical leave will be based solely on the quality of the application. The committee may request the applicant to make minor modifications before the committee makes the final recommendation.

9.12.10 The Sabbatical Leave Committee will present its recommendations for approval to the Superintendent/President by March 1. The Superintendent/President will submit a report to the Governing Board no later than the first Governing Board meeting in April, which will include all recommendations for approval from the Sabbatical Leave Committee and the recommendations for approval and disapproval from the Superintendent/President. If an application receives a negative recommendation or is denied approval, a written notice outlining the specific reasons for the rejection of the project will be sent to the faculty member by March 1. Any recommendation by either the Sabbatical Leave Committee or the Superintendent/President not to recommend the approval of an application is final and not grievable, and there shall be no right of appeal. The Governing Board reserves the right to make the final decision on all applications for sabbatical leave. The decision of the Governing Board is final and not grievable, and there shall be no right of appeal.

- 9.12.11 After final approval by the Governing Board, any changes to the Sabbatical proposal must be submitted on the revision portion of the Sabbatical Application form and receive approval by the Sabbatical Leave Committee prior to implementation of the revised activities. Information provided must include the nature of the revised activities, additional work to be undertaken and/or work which will not be completed, and the reason for the revision. The request for approval form must be signed by the Department Chair and Dean or other management employee directly responsible for the faculty member. If either the Department chair or Dean does not endorse the revision, the reasons must be given in writing on the form. The revised proposal will be submitted to the Sabbatical Leave Committee for approval/disapproval. Under extenuating circumstances, revisions for work already begun may be approved by the committee.
- 9.12.12 In accordance with Education Code §87770, every faculty member who is approved for a sabbatical leave by the Governing Board shall agree in writing, on a form prepared by the District, to render a period of service for the District following return from the sabbatical leave which is equal to twice the period of the leave; and shall furnish a performance bond required by Education Code §87770, unless such requirement is waived by the Governing Board within its discretion as authorized by Education Code §87770.
- 9.12.13 No later than September 1 following a spring semester or full year sabbatical leave, and no later than April 1 following a fall semester sabbatical leave, the faculty member who was granted a sabbatical leave shall deliver to the Office of Instructional Services a comprehensive written report with accurate documentation of the activities completed during the sabbatical leave endorsed by the Department Chair, Dean or other management employee directly responsible for the faculty member. Failure to submit such comprehensive written report in a timely manner, or failure to substantially complete the approved sabbatical leave in good faith, may result in disciplinary action against the faculty member, and the additional requirement of reimbursement of all pay received during the sabbatical leave. An extension of up to sixty (60) days to file the comprehensive report may be granted only upon a showing of good cause by the faculty member, and may be granted upon the recommendation of the Sabbatical Leave Committee.
- 9.12.14 Should the report be found unsatisfactory by the Sabbatical Leave Committee and require more than minor editorial revision, a report committee consisting of the author, the Department chair, the Dean or other management employee directly responsible for the faculty member, a representative of the Sabbatical Leave Committee, and the Assistant Superintendent/Vice President for Instruction shall be convened. In the case where the author is the chairperson, the department will select a representative. The report committee will

determine the necessary steps to correct the deficiencies. The necessary corrections must be completed within 30 days of the date the committee makes its recommendations. The revised report will be submitted to the report committee, which will submit it to the Sabbatical Leave Committee.

- 9.12.15 After review, the Sabbatical Leave Committee will forward the satisfactory reports to the Superintendent/President.
- 9.12.16 Failure to complete sabbatical leave activities or a portion thereof, or failure to deliver an acceptable report by the deadline, or failure to request and be granted the appropriate extension, may result in 1) a letter of reprimand, 2) a charge of unprofessional conduct, and/or 3) full or partial payback of salary. Any disciplinary action and any requirement for reimbursement of all pay received during the sabbatical leave are subject to the grievance procedure of this Agreement.
- 9.12.17 In the event an approved sabbatical leave is made impossible to successfully complete because of accident or illness, the faculty member shall immediately notify the Vice President for Instruction, in writing, and shall provide written verification from a licensed physician of the accident or illness. In the event of dire and compelling circumstances, the Sabbatical Leave Committee may recommend the cancellation of a sabbatical leave to the Superintendent/President. If cancellation of the sabbatical leave is approved, the sabbatical leave will then be modified to a leave of absence due to accident or illness, and the sabbatical leave will be terminated.

## 9.13 Special Paid or Unpaid Leave

### 9.13.1 Exchange Program

9.13.1.1 A regular faculty member may make written application to the Superintendent/President to participate in a qualified exchange program, as provided in §87422-87424 of Education Code of the State of California. The application may be in the form of a letter or memorandum and shall state:

- The nature of the exchange position to be assumed by the applicant
- The nature of the cooperating exchange institution that would receive the applicant
- The advantages to be accrued to the District and to the applicant
- The beginning and ending dates for the exchange

- The name and address of the cooperating exchange institution that will enter into an exchange agreement with the District
- The name of a contact person at the cooperating exchange institution

9.13.1.2 If the request for an exchange is not granted, the Superintendent/President or designee, within one (1) week, will inform the faculty member in writing of the reasons for the denial. If granted by the District, the leave will be contingent upon the execution of an agreement between the District and the exchange institution conforming to the requirements of §87422, §87423 and §87424 of the Education Code of the State of California.

9.13.1.3 The exchange leave may not exceed one (1) year. The faculty member shall provide the District four (4) full years of service after returning from such a leave before the faculty member is eligible for another exchange leave. An approved exchange leave shall not be considered a break in service. Each year's service during an approved exchange leave shall be counted as a year of service for annual salary increments and STRS service credit. The participating District faculty member shall enjoy the same health and other employee benefits and receive the same annual contract salary that he or she would enjoy and receive if not participating in the exchange leave. During the period of leave, the faculty member shall provide the District with a current mailing address. Unless other arrangements are agreed to by the District and the faculty member, the District shall mail all paychecks to that address. Upon request of the faculty member, the District shall arrange to make automatic bank deposits for all paychecks.

9.14 The District may take any action to ensure compliance with the federal Americans with Disabilities Act and similar state laws such as the California Fair Employment and Housing Act.

## 9.15 Load Banking

### 9.15.1 General Information

9.15.1.1 "Load banking" means the accumulation of current overload assignments for future redemption as load bank leave, or if such leave is not taken or granted, as deferred salary as provided in this section.





- 9.15.1.2 "Load bank leave" means a semester during which the faculty member will have his/her regular assignment reduced, without loss of his/her regular contract salary or District-paid benefits, by the redemption of accumulated overload assignments as provided in this section.
- 9.15.1.3 "Deferred salary" means any compensation earned but not paid or banked.
- 9.15.1.4 Tenured, full-time faculty members may bank overload assignments for later redemption as load bank leave. Each year, eligible faculty members may bank overload assignments equal to a maximum of forty percent (40%) of their academic year contract load.
- 9.15.1.5 If previously load-banked hours are subsequently redeemed as deferred salary (rather than as load bank leave), those hours shall be paid at the overload salary rate in effect at the time those hours were banked. The District shall pay deferred salary within sixty (60) days following the event requiring such payment. No interest shall be paid for such deferred salary.
- 9.15.1.6 Tenured full-time faculty may teach additional classes as an overload each semester. Non-teaching faculty (counselors and librarians) may work additional hours beyond their normal workload.
- 9.15.1.7 No more than the equivalent of one (1) semester's full-time load may be accumulated. If a faculty member accumulates more overload than is required for a full semester of load bank leave, the excess hours shall be paid as deferred salary.
- 9.15.1.8 An overload assignment may be banked or paid during the semester of that assignment. An overload class may not be split between load bank and pay unless the banking would cause the faculty member to exceed the one (1) semester limit as noted above.
- 9.15.1.9 Faculty members may not bank overload assignments in categorically funded programs.
- 9.15.1.10 Faculty on load bank leave or any other leave may not bank hours during the leave.
- 9.15.1.11 Load bank leave may be taken in increments ranging from one (1) class to one (1) semester.

- 9.15.1.12 Load bank leave may be used for professional or personal reasons.
- 9.15.1.13 The salary a faculty member earns (but does not contemporaneously receive) for banked overload continues to be a liability of the District until the faculty member redeems those hours as load bank leave or deferred salary. Overload assignments banked prior to the effective date of this Agreement shall continue to be a liability of the District until redeemed as provided in this section.
- 9.15.1.14 When overload assignments are banked for leave purposes, they shall be recorded as a percentage of a Faculty Member's normal load in the discipline of that overload assignment. (For example, in disciplines for which fifteen [15] student contact hours constitute a full load, one 3-hour class is equivalent to twenty percent [20%] of a full load.)
- 9.15.1.15 Overload counseling and library services, other than class instruction, shall be banked as a percentage of thirty (30) hours. (For example, six [6] hours of overload counseling or library service is equivalent to twenty percent [20%] of a full load.
- 9.15.1.16 If Faculty Members complete overload assignments in disciplines other than their primary assignment, they may bank those overload assignments as provided in paragraphs one and two, above, and as provided in this article.
- 9.15.1.17 When Faculty Members have banked the equivalent of one hundred percent (100%) of a semester's full load they shall be eligible for a full semester of Load Bank Leave under the terms of this article.

#### 9.15.2 Load Banking Procedure

- 9.15.2.1 Documented service to the District beyond regular teaching, counseling or library service is required to participate in load banking. To be eligible for load bank leave, a faculty member must have earned at least seven (7) service points, or a proportionate percentage thereof for a partial leave, within the three (3) years prior to taking load bank leave.
- 9.15.2.2 Banked hours may not be held for more than three (3) years from the time that the maximum load is banked. Upon expiration of the three-year (3-year) period, the banked hours shall be redeemed as deferred salary. Extensions may be

granted by the Superintendent/President at the faculty member's request for compelling reasons. The three- year (3-year) period shall be extended automatically for any period during which:

- a) The District does not approve a specific leave request during the three-year (3-year) period; or
- b) The faculty member delays the leave at the request of the District.

- 9.15.2.3 Load bank leave shall not be considered a break in service for any reason (including, but not limited to, eligibility for sabbatical leave, fringe benefits, or accrual of sick leave).
- 9.15.2.4 A faculty member on load bank leave must complete the terms of the Professional Development contract established for that academic year.
- 9.15.2.5 When the Dean determines that the staffing needs of the department/program conflict with the number of requests for leave, requests for sabbatical leaves will be given preference over requests for load bank leaves.
- 9.15.2.6 The Dean shall, subject to the provisions of section 9.15.2.7, approve requests for load bank leave each semester based on the number of full-time equivalent (FTE) probationary and tenured faculty (FTEF) in the department/program in accordance with the following guidelines:

#### **Faculty on Load Bank**

<u>FTE Faculty</u>	<u>Allowable FTEF on Leave per Semester</u>
1-9.9	1.0
10 – 19.9	2.0
20 +	3.0

- 9.15.2.7 If the Dean and appropriate Assistant Superintendent/Vice President certify that the department/program will be jeopardized by the absence of the faculty member, the Dean and appropriate Assistant Superintendent/Vice President may deny a request for load bank leave. If the leave is denied, documentation of the specific reasons for denial of the leave must be provided in writing to the faculty member requesting the leave. If a leave is not granted it may be rescheduled to another semester. The decision to reschedule the banked load will be mutually agreed upon by

the faculty member, the Dean, and the appropriate Assistant Superintendent/Vice President. The leave must be rescheduled to be taken by the end of the following academic year.

- 9.15.2.8 Additional load bank leaves may be authorized by the appropriate Vice President in consultation with the Dean.

#### 9.15.3 Banking Service

- 9.15.3.1 A tenured faculty member wishing to bank an overload assignment must complete the load bank application and have it approved by the Dean prior to commencing the banked assignment.

- 9.15.3.2 If a faculty member who is load banking becomes ill and uses all accrued part-time sick leave, the load banking agreement for that assignment will be cancelled, and the faculty member will be paid deferred salary for the hours banked.

#### 9.15.4 Load Bank Leave

- 9.15.4.1 The number of hours to replace the assigned contract load must be accumulated before the faculty member can redeem them as a full or partial load bank leave. Tentative approval will be given based upon anticipated completion of the banked assignment. Documentation of at least seven (7) service points, or a proportional percentage thereof for a partial leave, must be provided by the faculty member before the leave can be approved. Tentative approval will be given based upon anticipated completion of earned service points.

- 9.15.4.2 Six (6) months notice must be given prior to taking load bank leave. Less than six (6) months notice may be given only if there are special circumstances and if approved by the Dean and appropriate Assistant Superintendent/Vice President. Prior to a load bank leave:

- a) The faculty member must complete a Request to Use Banked Leave and identify the semester during which the load bank leave will occur and the portion of that semester (e.g., 50% or 100% of a full load) that the faculty member will be on load bank leave; and
- b) The request must be approved by the Dean and the appropriate Assistant Superintendent/Vice President.

- 9.15.4.3 A faculty member may withdraw load-banked funds only

during the calendar year in which the deferred overload salary is earned, but not for any prior years. The faculty member must notify the District of his/her intent to withdraw load-banked funds no later than November 30.

9.15.4.4 If there is no Load Bank activity for a period of six (6) consecutive semesters, the District will pay those hours already accumulated as deferred salary.

9.15.4.5 In case of separation from service, disability, death, documented financial hardship (e.g., medical expenses, legal notice of impending eviction or foreclosure on mortgage of principal residence), dire or compelling circumstances outside the control of the individual, the load-banked funds will be paid as deferred salary to the individual or his/her estate.

## 9.16 Catastrophic Leave

### 9.16.1 General Provisions

9.16.1.1 A Catastrophic Leave Bank (CLB) is hereby established for full-time and part-time faculty members as authorized by Section 87045 of the *California Education Code*.

9.16.1.2 For the purposes of this Article, catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

9.16.1.3 The CLB is intended to provide an extended period of time off work for either a faculty member who has suffered an incapacitating illness or injury, or a faculty member to care for an incapacitated member of the faculty member's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member.  
For faculty members who are eligible for extended sick leave (substitute differential pay), CLB leave is intended to supplement extended sick leave pay to bring the faculty member up to his/her base salary to the extent possible.

9.16.1.4 A sick leave day donated by a full-time faculty member is equivalent to eight (8) hours. Sick leave is donated by part-time faculty in hours.

## 9.16.2 Donations

- 9.16.2.1 Full-time faculty members may donate sick leave days to the CLB if they have an accumulated sick leave balance of at least forty-five (45) days or more. Full-time faculty members may donate a maximum of fifteen (15) days per academic year, so long as the donating full-time faculty member's accrued sick leave balance does not fall below thirty (30) days.
- 9.16.2.2 Part-time librarians and counselors may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least two hundred seventy (270) hours. They may donate a maximum of ninety (90) hours per academic year, so long as the donating part-time faculty member's accrued sick leave balance does not fall below one hundred eighty (180) hours.
- 9.16.2.3 Part-time instructors may donate sick leave hours to the CLB if they have an accumulated sick leave balance of at least one hundred thirty-five (135) hours. They may donate a maximum of forty-five (45) hours per academic year so long as the donating part-time faculty member's accrued sick leave balance does not fall below ninety (90) hours.
- 9.16.2.4 Donations of sick leave shall be voluntary.
- 9.16.2.5 Donations of sick leave shall be irrevocable. Donated leave becomes the property of the Catastrophic Leave Bank.
- 9.16.2.6 Whenever the balance in the CLB accounts fall below ninety (90) days, Payroll Services shall notify the Assistant Superintendent/Vice President of Human Resource Services and the Federation, and the Federation shall issue a call for donations.
- 9.16.2.7 Faculty members may donate sick leave to the CLB at any time.
- 9.16.2.8 Donations shall be made on the CLB Donations Form, dated and signed by the donor. Donation forms shall be submitted to the Payroll Services office with copies furnished to Human Resource Services and the Federation.

## 9.16.3 Withdrawal Guidelines

- 9.16.3.1 CLB withdrawals shall be approved by the Catastrophic

Leave Bank Committee. The Catastrophic Leave Bank Committee shall be comprised of two administrators appointed by the Superintendent/President or designee and two (2) faculty members appointed by the Federation.

- 9.16.3.2 The applicant, or a member of his/her immediate family, is experiencing a catastrophic illness or injury ("disability") as defined in Article 9.16.1.2.
- 9.16.3.3 The applicant will have exhausted all other paid leaves as of the first day that catastrophic leave is to be withdrawn from the CLB.
- 9.16.3.4 Catastrophic leave may be withdrawn without regard to any difference in the compensation rates of the donor and the beneficiary. Withdrawals by full-time faculty shall be in daily increments; withdrawals by part-time faculty shall be in hourly increments.
- 9.16.3.5 Faculty members currently receiving monthly income from other disability compensation (e.g., Workers Compensation, Long Term Disability, etc.) shall not be eligible to draw from the CLB.
- 9.16.3.6 If an applicant is eligible for extended sick leave (substitute differential pay), the leave drawn from the CLB will be prorated to bring the faculty member up to his/her base salary.
- 9.16.3.7 A faculty member using catastrophic leave withdrawn from the CLB shall use any leave credits that he/she continues to accrue on a monthly basis. Normally, that accrued leave will be charged on the first duty day of the month following its accrual.
- 9.16.3.8 A full-time faculty member shall not draw more than ninety (90) days from the CLB for any one period of catastrophic illness or injury. Part-time faculty shall not draw more than their assigned hours during each week of catastrophic illness or injury.
- 9.16.3.9 Withdrawals from the CLB shall be terminated whenever:
  - The faculty member is able to return to work or the immediate family member no longer needs home care to be provided by the faculty member
  - The current semester ends
  - The faculty member receives a monthly disability income from another source



- The faculty member's employment with the District is terminated
- The CLB runs out of donated sick days/hours.

9.16.3.10 Under no circumstances shall withdrawals continue from one semester into the subsequent semester, summer session or intersession. If a catastrophic injury or illness continues into a subsequent semester or session, the faculty member may submit a new application.

#### 9.16.4 Withdrawal Procedure

9.16.4.1 Faculty members may withdraw sick leave from the CLB when all of the following requirements are met:

- A physician certifies that the applicant or immediate family member is disabled by illness or injury
- If the applicant is disabled, the physician certifies that he/she is unable to perform the essential duties of his/her faculty assignment
- If an immediate family member is disabled, the physician certifies that home care by the applicant is necessary.
- The physician certifies that the disability is expected to continue for more than thirty (30) days
- The faculty member (or his/her authorized agent) submits an application on the CLB Withdrawal Form
- The faculty member's application is approved by the Catastrophic Leave Bank Committee.

9.16.4.2 The certifying physician shall include his/her best estimate of the duration of the disability.

9.16.4.3 The certifying physician shall state the faculty member's degree of disability. If the disability is less than one hundred percent (100%), the physician shall state the hours per day that the faculty member is able to perform his/her essential duties. The CLB Committee may determine that the faculty member is eligible to receive no more than a prorated daily portion of sick leave equivalent to the degree of disability.

#### 9.16.5 Privacy Rights

9.16.5.1 The certifying physician shall not be required or requested to disclose his/her diagnosis.

9.16.5.2 The District, the Federation and/or the CLB Committee shall not disclose information about the faculty member's health or condition, except as authorized by the faculty member or his/her agent.

9.16.6 Agent for the Faculty Member

9.16.6.1 If the treating physician certifies that the faculty member's disability prevents him/her from acting on his/her own behalf for CLB purposes, the spouse, registered domestic partner or adult child of the faculty member may act as the faculty member's agent (see Section 9.9.3 for definition of "domestic partner"), and/or any person holding a valid general power of attorney or a valid durable power of attorney for health purposes granted by the faculty member may act on the faculty member's behalf.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Mike Popielski  
Interim Assistant Superintendent/ Vice  
President Human Resource Services

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Bill Shaeffer  
Rutan & Tucker, LLP  
District Chief Negotiator

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Teresa Laughlin  
Lead Negotiator, PFF

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Shannon Lienhart  
Co-President, PFF

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Colleen Bixler  
Co-President, PFF

Whole Article

2-20

DISTRICT COUNTER-PROPOSAL NO. 1

to  
Article 6.16

PFF Proposal 1  
Article 6 – Union Rights

JUNE 13, 2016

RLC

6/13/16

2:12

Bill Shauff 6/13/2016

**ARTICLE 6 - UNION RIGHTS**

- 6.1 The District in the fall and spring semester of each academic year shall give the Federation a list of the names, work locations, departments, home addresses, home telephone numbers, salary schedule placement, activity status (e.g., active, sabbatical ...), and percent of assignment for all full-time faculty members. Within the first week of each month of the calendar year, the District shall provide the Federation with the same information for all part-time faculty members currently teaching. Home address and telephone number will be omitted for those faculty members who request that their home addresses and home telephone numbers not be disclosed.
- 6.2 The District shall notify the Federation within thirty (30) days of the ratification of initial employment of any new faculty member and shall give the Federation the information for such new faculty member as provided in Section 6.1 of this Article.
- 6.3 Each new faculty hire, both full-time and part-time, shall receive a letter (Sample letter in Appendix C) from the District advising them of the statutory agency fee requirement and the resulting agency fee payroll deduction.
- 6.4 The District agrees to provide information to the Federation that is relevant to negotiations, grievance processing, and/or Federation business related to administration of this Agreement. Requests relevant to formal negotiations shall be made to the designated chief negotiator for the District. All other requests shall be made to the Assistant Superintendent/Vice President for Human Resource Services or designee. Requests shall be in writing and for specific information. The information will be provided in a timely fashion, or the District representative will respond with reasons why the information will not be provided (e.g., confidential records, legal privilege, and non-availability).
- 6.5 The District agrees to provide to the Federation, upon written request, public budget information and related public documents and information, including such quarterly reports on income, expenditures and performance to State-required standards, as may be submitted to the Chancellor of the California Community Colleges.
- 6.6 The District shall provide one (1) copy of the book of Board Policies and one (1) copy of the book of Administrative Regulations to the Federation upon request. The District shall provide copies of any changes, additions, alterations or deletions to these books as they are implemented.

- 6.7 The District will provide the Federation with one (1) copy of all official Board minutes and one (1) copy of each Board agenda "package" at the same time as these materials are furnished to the Board.
- 6.8 Each faculty member, at their request, shall be provided, at no cost, one (1) copy of the Agreement. The Federation and the District will share the cost of this distribution. The District shall place the Agreement, including the table of contents and index, on its website. The District website shall include a feature permitting searches of the Agreement using key words.
- 6.9 The Federation shall have access to employee mail boxes consistent with applicable law. The District will provide an internet web page link on the Palomar College web page, to be listed under "Faculty Links".
- 6.10 The District shall provide the Federation with a locked mailbox designated for the use of the PFF/AFT.
- 6.11 The Federation shall have the right to put notices of all activities and matters of Federation concern on bulletin boards used for notices to the faculty. All such notices shall include the name of the Federation and date. The District shall provide reasonable bulletin board space on the San Marcos Campus and at satellite locations. The Federation shall be responsible for the content of all its information posted on bulletin boards.
- 6.12 The Federation shall have the reasonable use of District facilities at reasonable times. The Federation shall have the reasonable use of District equipment for the purpose of administering this Agreement. Advanced arrangements for such use shall be made with the Assistant Superintendent/Vice President for Human Resource Services or designee. The Federation will supply materials or pay the cost of materials. There shall be no disruption of District operations.
- 6.13 Authorized Federation representatives conducting Federation business may meet with faculty members on District property only during times when the participating faculty members are not required to perform assigned duties. Casual, incidental and brief conversations between faculty members during times when they are required to perform duties are not prohibited by this provision.
- 6.14 The District shall provide an office on campus for the Federation's use in carrying out its responsibilities as the exclusive bargaining agent for the faculty.
- 6.15 The Federation shall designate the faculty representative(s) to serve on any committee or council that may be established in the District that relates to matters within the scope of bargaining. The Federation shall have the right to representation on District committees and councils that are responsible for subjects that may impact the collective bargaining relationship between the parties. The Federation shall have the sole responsibility for appointing PFF/AFT representatives to such committees and councils. Committees and councils currently established, subject to this provision, include (but are not necessarily limited to) the following (and their successors):

- Safety and Security Committee
- Benefits Committee
- Strategic Planning Council
- Budget Committee
- Facilities and Educational Master Plan Committee
- EEO Advisory Committee
- Governmental Affairs Committee

- 6.16 The District shall provide two (2.0) FTE per calendar year of reassigned time without loss of compensation for PFF/AFT representatives for the purpose of representation in matters involving the processing of grievances, and contract administration and enforcement. ~~By no later than thirty (30) calendar days following the signing of this Agreement, the Federation will designate in writing, to the Assistant Superintendent/Vice President for Human Resource Services, the members who will be reassigned. Thereafter, the Federation will designate in writing at the beginning of each semester the members who will be reassigned. This compensation will be paid with, a stipend and/or reassigned time, at discretion of the PFF. Each twenty percent (.2) of FTE will be compensated with a stipend using Academic Overload: Non-Instructional Assignments Salary Schedule at grade C, step twenty (20) times fifty four (54) hours per semester. The PFF will designate in writing to the Assistant Superintendent/Vice President, Human Resource Services, at the beginning of each semester the members who will be reassigned and/or compensated with a stipend.~~
- 6.17 In accordance with Education Code Section 87768.5, the Governing Board shall, upon request of the Federation, grant a partial or full leave of absence to any unit member to enable such a member to serve as an elected official of the Federation. Such leave will be granted without loss of compensation, benefits, or service credits to the unit member.
- 6.17.1 The Federation, upon the District's request, shall reimburse the District all compensation paid the employee on account of any leave described in 6.17. Except in emergency situations or when waived by management, a request for such leave shall be provided to the District's Human Resources Office at least 30 calendar days in advance.
- 6.18 For part-time unit members, any leave and/or reassigned time compensated for under this Article will be considered a professional ancillary activity as defined in Article 4.1.9.1 and Education Code 87482.5(c) and shall not be used for purposes of calculating eligibility for contract or regular status.
- 6.19 Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant reassigned time without loss of compensation where substitutes are required (or the equivalent in

compensation for part-time faculty members serving, when they are not in paid status, up to one hundred twenty-five (125) hours per fiscal year) to no more than four (4) official negotiators of the Federation for meeting and negotiating with District negotiators.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Mike Popielski  
Interim Assistant Superintendent/ Vice  
President Human Resource Services

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Bill Shaeffer  
Rutan & Tucker, LLP  
District Chief Negotiator

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Teresa Laughlin  
Lead Negotiator, PFF

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Shannon Lienhart  
Co-President, PFF

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Colleen Bixler  
Co-President, PFF

**DISTRICT PROPOSAL NO. 1**

**JULY 18, 2016**

**MEMORANDUM OF UNDERSTANDING**

**RE: COURSE MAXIMUMS**

**BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT**  
**AND THE PALOMAR FACULTY FEDERATION**

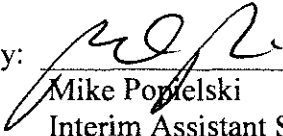
This Memorandum of Understanding ("MOU") is entered into by and between the PALOMAR COMMUNITY COLLEGE DISTRICT ("District") and the PALOMAR FACULTY FEDERATION ("PFF"):

MOU relates to Article 8 – Course Maximums of the current Agreement between the District and PFF.

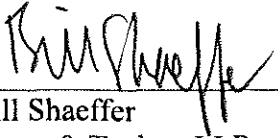
As a result of the decision of the parties to amend Article 8.1.2 to eliminate the Course Maximum Committee (CMC), the parties agree to commence negotiations promptly upon the commencement of the academic year 2016-17, to reach agreement on the definitions of the elements of the categories "Instructional Types of Courses" and the "Course Maximum Norms".

This MOU is for the academic year 2016-17 only while the District and PFF work to establish course maximum norms and definitions.

Dated: 7/18/2016

By:   
Mike Popielski  
Interim Assistant Superintendent/ Vice  
President Human Resource Services

Dated: 7/18/2016

By:   
Bill Shaeffer  
Rutan & Tucker, LLP  
District Chief Negotiator

Dated: 7/18/2016

By: Teresa Laughlin  
Teresa Laughlin  
Lead Negotiator, PFF

Dated: 7/18/16

By: Shannon Lienhart  
Shannon Lienhart  
Co-President, PFF

Dated: 7-18-16

By: Colleen Bixler  
Colleen Bixler  
Co-President, PFF



**DISTRICT PROPOSAL NO. 6**

**JUNE 13, 2016**

**MEMORANDUM OF UNDERSTANDING**

**RE: COURSE MAXIMUMS – POSC 120 and POSC 102**

**BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT**

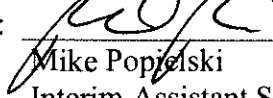
**AND THE PALOMAR FACULTY FEDERATION**

This Memorandum of Understanding ("MOU") is entered into by and between the PALOMAR COMMUNITY COLLEGE DISTRICT ("District") and the PALOMAR FACULTY FEDERATION ("PFF"):

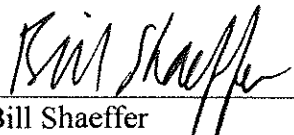
MOU relates to Article 8 – Course Maximums of the current Agreement between the District and PFF.

When POSC 120 is offered as a stand-alone course and is not offered in conjunction with POSC 102, the course maximum will be 42. As a separate course offering, this course will count towards faculty load and, therefore, be compensated appropriately.

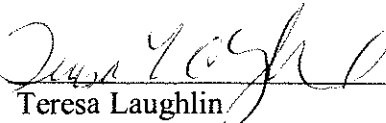
Dated: 6/27/2016

By:   
Mike Popielski  
Interim Assistant Superintendent/ Vice  
President Human Resource Services

Dated: 6/27/2016

By:   
Bill Shaeffer  
Rutan & Tucker, LLP  
District Chief Negotiator

Dated: 6/27/2016

By:   
Teresa Laughlin  
Lead Negotiator, PFF

Dated: 6/27/14

By: Shannon Lienhart  
Shannon Lienhart  
Co-President, PFF

Dated: 7-18-16

By: Colleen Bixler  
Colleen Bixler  
Co-President, PFF

## **District Counterproposal #1**

**August 1, 2016**

### **Memorandum of Understanding**

#### **Between**

**Palomar Faculty Federation, AFT Local 6161**

#### **And**

**Palomar Community College District**

This Memorandum of Understanding (MOU) between the Palomar Faculty Federation, AFT Local 6161 and the Palomar Community College District is entered into between the parties hereto with respect to written information of a derogatory nature that the District maintains on faculty members outside a faculty member's personnel file.

The parties agree that the District shall notify faculty members of any information that is kept by the District in a file of any kind and is of a derogatory nature such as, but not limited to:

- a formal or informal accusation of a negative nature.
- documents detailing disciplinary or non-disciplinary action(s).
- statements a reasonable person would find negative.
- disparaging statements regarding a faculty member's work-related activities, outside activities, and/or personal activities or behaviors.

The faculty member will be notified within 20 working days of the written memorialization by the District of any such information of a derogatory nature unless reasonable and compelling extenuating circumstances exist. Furthermore, if the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll (suspend) the time within which the faculty member will be notified. In those cases, the faculty member will be notified as soon as possible. The purpose of timely notification is so that the employee retains his/her ability to

- gather pertinent information in his/her defense.
- maintain confidentiality protections afforded the personnel files.

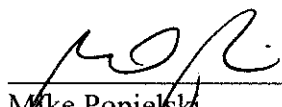
If the District fails to notify faculty members of derogatory information within a reasonable time, that information shall not be placed in the faculty member's personnel file or used in subsequent investigations. No derogatory information shall be placed in a faculty member's personnel file after two (2) years from the date of the alleged incident, other than that which is the subject of a criminal investigation or prosecution.

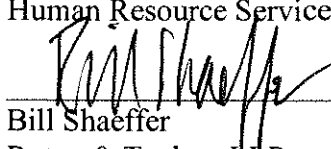
The parties' Memorandum of Understanding on this issue shall be in addition to the parties' current Agreement provisions in Article 11 – Personnel Files. The parties agree that this MOU shall be incorporated into Article 11 – Personnel Files of the parties' Agreement.

For Palomar Community  
College District

8/1/2016

Date

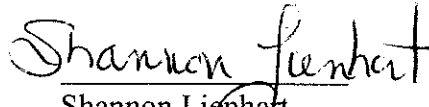
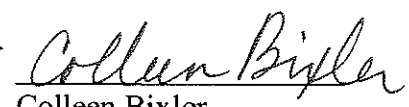
  
Mike Popielski  
Interim Vice President  
Human Resource Services

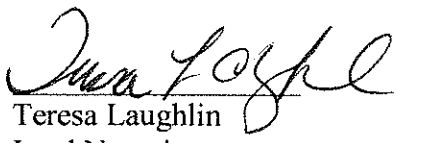
  
Bill Shaeffer  
Rutan & Tucker, LLP  
Lead Negotiator

For Palomar Faculty Federation

8/1/16

Date

   
Shannon Lienhart      Colleen Bixler  
Co-President      Co-President

  
Teresa Laughlin  
Lead Negotiator

## **DISTRICT PROPOSAL**

**AUGUST 1, 2016**

### **MEMORANDUM OF UNDERSTANDING**

#### **RE: APPENDIX F – EXTRA DUTIES STIPENDS**

#### **BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT**

#### **AND THE PALOMAR FACULTY FEDERATION**

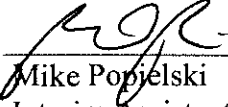
This Memorandum of Understanding (“MOU”) is entered into by and between the PALOMAR COMMUNITY COLLEGE DISTRICT (“District”) and the PALOMAR FACULTY FEDERATION (“PFF”):

MOU relates to Appendix F – Extra Duties Stipends of the current Agreement between the District and PFF.

While PFF and the District continue to negotiate other items in Appendix F, the parties agree to the following changes as presented:

- (For 2016-17 only) Add one Assistant Chair Nursing Department at 20% release time
- Add ASL Lab Coordinator at 20%
- Add CFT Lab Coordinator at 20%
- Add EOPS Coordinator at 100%, subject to the following conditions:
  - the individual must meet minimum qualifications as outlined in Title 5 Section 56262
  - the individual must be assigned full-time (40 hours per week) to the position
  - Chancellor’s office must accept Dr. Blake’s waiver to requirement for an EOPS director
- Add Equivalency Committee Chairperson at 20%
- Rename “Theatre Technical Director” to “Theatre Technical Director and Scenic Designer” – retain 20% release time

Dated: 8/1/2016

By:   
Mike Popielski  
Interim Assistant Superintendent/ Vice  
President Human Resource Services

Dated: 8/1/2016

By: Bill Shaeffer  
Bill Shaeffer  
Rutan & Tucker, LLP  
District Chief Negotiator

Dated: 8/1/2016

By: Teresa Laughlin  
Teresa Laughlin  
Lead Negotiator, PFF

Dated: 8/1/16

By: Shannon Lienhart  
Shannon Lienhart  
Co-President, PFF

Dated: 8/1/16

By: Colleen Bixler  
Colleen Bixler  
Co-President, PFF

## DISTRICT COUNTER PROPOSAL NO. 2

### TO PFF PROPOSAL NO. 1

JULY 18, 2016

### MEMORANDUM OF UNDERSTANDING

#### RE: COURSE MAXIMUMS – SCIENCE AND CINEMA

#### BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT

#### AND THE PALOMAR FACULTY FEDERATION

This Memorandum of Understanding (“MOU”) is entered into by and between the PALOMAR COMMUNITY COLLEGE DISTRICT (“District”) and the PALOMAR FACULTY FEDERATION (“PFF”):

MOU relates to Article 8 – Course Maximums of the current Agreement between the District and PFF.

When any of the below Science classes (that are not associated with a laboratory) or Cinema classes are offered online, the course maximum will be 42. If any of the classes (below) do become associated with a laboratory then the on-line course maximum would need to equal the face-to-face course maximum. In-person classes will have a course maximum as defined by past practice and the current Course Maximums guidelines.

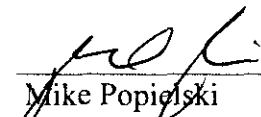
#### Course Maximums Changes

PFF Proposal #1 June 1, 2016	
ASTR 120	PLANETS, MOONS, AND COMETS
ASTR 210	LIFE IN THE UNIVERSE
BIOL 110	HUMAN GENETICS
BIOL 201	FOUNDATIONS OF BIOLOGY II
CINE 102	HISTORY OF FILM TO 1945
CINE 103	HISTORY OF FILM 1945-PRESENT
CINE 105	FILM SUBJECTS
CINE 110	DOCUMENTARY FILM
CINE 120	FILM CRITICISM
CINE 122	IDENTITY IN AMERICAN FILM
ES 115/GEOG 115	NATURAL DISASTERS AND ENVIRONMENTAL HAZARDS
GEOG 105	INTRODUCTION TO HUMAN GEOGRAPHY
GEOG 110	METEOROLOGY: WEATHER AND CLIMATE
GEOG 115/ES 115	NATURAL DISASTERS AND ENVIRONMENTAL HAZARDS
GEOL 120	PLANETS, MOONS, AND COMETS
MICR 200	FUNDAMENTALS OF MICROBIOLOGY
OCN 100	OCEANOGRAPHY LECTURE
ZOO 120	ANIMAL BEHAVIOR
ZOO 135/BIOL 135	BIOLOGY OF MARINE MAMMALS

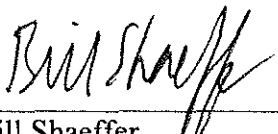
This MOU is for the academic year 2016-17 only while the District and PFF work to establish course maximum norms and definitions.

Absent any agreement between the parties to the contrary regarding course maximums for any of the courses listed above, this MOU shall automatically expire at the conclusion of the 2016-17 academic year without any further action by the parties.

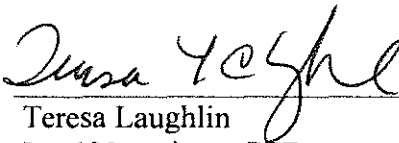
Dated: 8/4/2016

By:   
Mike Popielski  
Interim Assistant Superintendent/ Vice  
President Human Resource Services

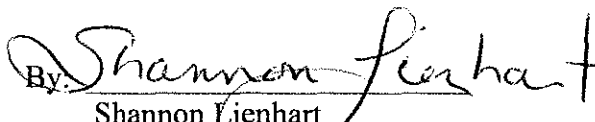
Dated: 8/1/2016

By:   
Bill Shaeffer  
Rutan & Tucker, LLP  
District Chief Negotiator

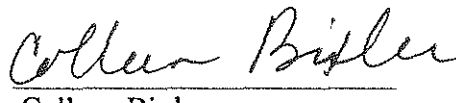
Dated: 8/1/2016

By:   
Teresa Laughlin  
Lead Negotiator, PFF

Dated: 8/1/16

By:   
Shannon Lienhart  
Co-President, PFF

Dated: 8/1/16

By:   
Colleen Bixler  
Co-President, PFF



# DISTRICT PROPOSAL NO. 7

JUNE 13, 2016

## MEMORANDUM OF UNDERSTANDING

### RE: COURSE MAXIMUMS – CERTAIN DANCE CLASSES

### BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT

### AND THE PALOMAR FACULTY FEDERATION


This Memorandum of Understanding (“MOU”) is entered into by and between the PALOMAR COMMUNITY COLLEGE DISTRICT (“District”) and the PALOMAR FACULTY FEDERATION (“PFF”):

MOU relates to Article 8 – Course Maximums of the current Agreement between the District and PFF.

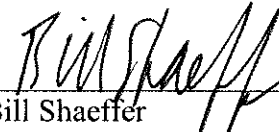
Commencing with the 2016-2017 Academic year and thereafter, unless changed by the negotiation process, the course maximums for the following Dance classes shall be changed to match the course maximums applicable to their similar Dance ensembles:

			Work Group Recom.		
COURSE NUMBER	CURRENT COURSE TITLE	DIV.	Lecture	Lab	Clinical
DNCE 148	DRUM AND DANCE ENSEMBLE I	AMBCS	40	40 <u>20</u>	
DNCE 149	AFRO-CUBAN/BRAZIL DANCE I	AMBCS	40	40 <u>30</u>	
DNCE 150	AFRO-CUBAN/BRAZIL DANCE II	AMBCS	40	40 <u>30</u>	
DNCE 151	LATIN SOCIAL DANCE I	AMBCS	40	40 <u>30</u>	
DNCE 152	LATIN SOCIAL DANCE II	AMBCS	40	40 <u>30</u>	
DNCE 248	DRUM AND DANCE ENSEMBLE II	AMBCS		40 <u>20</u>	
DNCE 249	AFRO-CUBAN/BRAZILIAN DANCE III	AMBCS	40	40 <u>25</u>	
DNCE 250	AFRO-CUBAN/BRAZILIAN DANCE IV	AMBCS	40	40 <u>25</u>	
DNCE 251	LATIN SOCIAL DANCE III	AMBCS	40	40 <u>25</u>	
DNCE 252	LATIN SOCIAL DANCE IV	AMBCS	40	40 <u>25</u>	

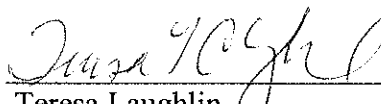
Dated: 6/27/2016

By:   
Mike Popielski  
Interim Assistant Superintendent/ Vice  
President Human Resource Services

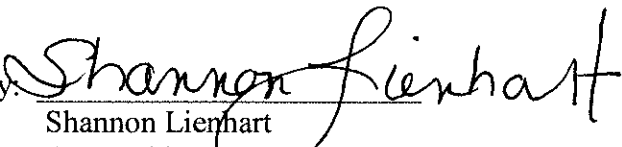
Dated: 6/27/2016

By:   
Bill Shaeffer  
Rutan & Tucker, LLP  
District Chief Negotiator


Dated: 6/27/2016

By:   
Teresa Laughlin  
Lead Negotiator, PFF

Dated: 6/27/16

By:   
Shannon Lienhart  
Co-President, PFF

Dated: 8/1/16

By:   
Colleen Bixler  
Co-President, PFF

**District Proposal #1**  
**August 1, 2016**

**Memorandum of Understanding**  
**Between**  
**Palomar Faculty Federation, AFT Local 6161**  
**And**  
**Palomar Community College District**

This Memorandum of Understanding (MOU) between the Palomar Faculty Federation, AFT Local 6161 ("PFF") and the Palomar Community College District ("District") is entered into between the parties hereto with respect to the Catastrophic Leave Bank (CLB), and is made in view of the following facts.

WHEREAS, Education Code Section 87045(f) and District AP 7345 authorize PFF and District to set forth in their Collective Bargaining Agreement provisions describing the requirements for a catastrophic leave program;

WHEREAS, the current Agreement between PFF and the District has separate CLB provisions for full time and part time faculty and Early Childhood Education Lab School Teachers (ECELS) in Agreement Sections 9.16 (Faculty) and 5.13 for ECELS Teachers;

WHEREAS, it is in the mutual interest of the District and PFF to allow faculty to apply for withdrawals from either the CLB for Faculty or the CLB for ECELS Teachers on a case-by-case basis at the discretion of the CLB Committee; and

WHEREAS, an ECELS Teacher has experienced an event which would qualify for consideration of the transfer of sick leave by the CLB Committee from the CLB for ECELS Teachers if there was a sufficient leave balance to accommodate the application.

NOW, THEREFORE, the parties agree as follows:

1. Full time and part time Faculty and ECELS Teachers may apply for catastrophic illness leave from either CLB maintained for Faculty or ECELS Teachers, without regard to the applicant's status as Faculty or an ECELS Teacher.
2. The application and withdrawal processes will be in accordance with the current provisions of Agreement Section 9.16 (Faculty) and Agreement Section 5.13 (ECELS Teachers), except that the CLB Committee faculty membership shall be comprised of 2-4 faculty and ECELS Teachers at the sole discretion of PFF, and withdrawals may be granted without regard to the applicant's status as a Faculty or ECELS Teacher.

3. The CLB Committee shall grant withdrawals pursuant to this MOU on a case-by-case basis and at the discretion of the CLB Committee.

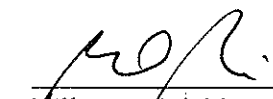
4. Except as herein provided, all other terms and conditions of the parties' Agreement in Sections 9.16 (Faculty) and 5.13 (ECLS Teachers) regarding Catastrophic Leave, including the forms used for this purpose, remain in full force and effect.

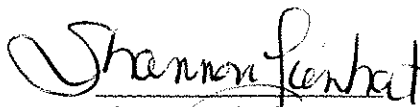
For Palomar Community  
College District

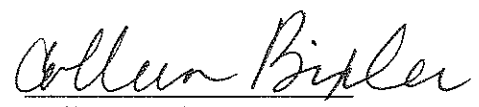
8/1/2016  
Date

For Palomar Faculty Federation


8/1/16  
Date

  
Mike Popielski  
Vice President, Human Resource  
Services

  
Shannon Lienhart  
Co-President

  
Colleen Bixler  
Co-President

(District Representative)

  
Bill Shaeffer  
Rutan & Tucker, LLP  
Lead Negotiator

  
Teresa Laughlin  
Lead Negotiator

**DISTRICT PROPOSAL**

**AUGUST 1, 2016**

**MEMORANDUM OF UNDERSTANDING**

**RE: ECELS SALARY SCHEDULE**

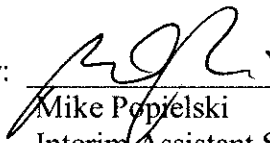
**BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT**

**AND THE PALOMAR FACULTY FEDERATION**

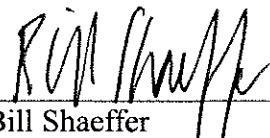
This Memorandum of Understanding ("MOU") is entered into by and between the PALOMAR COMMUNITY COLLEGE DISTRICT ("District") and the PALOMAR FACULTY FEDERATION ("PFF"):

MOU relates to the attached salary schedule for part-time teachers of the Early Childhood Education Lab School (ECELS) of the current Agreement between the District and PFF, which is incorporated herein by reference.

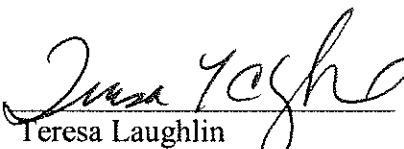
Dated: 8/1/2016

By:   
Mike Popielski  
Interim Assistant Superintendent/ Vice  
President Human Resource Services

Dated: 8/1/2016

By:   
Bill Shaeffer  
Rutan & Tucker, LLP  
District Chief Negotiator

Dated: 8/1/2016

By:   
Teresa Laughlin  
Lead Negotiator, PFF

Dated: 8/1/16

By: Shannon Lienhart  
Shannon Lienhart  
Co-President, PFF

Dated: 8/1/16

By: Colleen Bixler  
Colleen Bixler  
Co-President, PFF

## ECE Lab School: Part Time Teachers

Proposed July 2016

	<b>Grade A Assistant</b>	<b>Grade B Assoc. Teacher</b>	<b>Grade C1 Teacher Permit</b>	<b>Grade C Teacher Per/AS</b>	<b>Grade D1 Master T. Per/AS</b>	<b>Grade D Master T. Per/BA</b>	<b>Grade E Site Sup. Per/BA</b>	<b>Grade F Coor. Per/BA</b>
Step 1	10.00	12.10	14.00	16.00	18.00	20.00	22.00	28.00
Step 2 Jan 2017	10.50	12.50	14.50	16.50	18.50	20.50	22.50	28.50
Step 3 Jan 2018	11.00	13.00	15.00	17.00	19.00	21.00	23.00	29.00
Step 4 Jan 2019	12.00	14.00	15.50	17.50	19.50	21.50	23.50	29.50
Step 5 Jan 2020	13.00	15.00	16.00	18.00	20.00	22.00	24.00	30.00
Step 6 Jan 2021	14.00	15.50	16.50	18.50	20.50	22.50	24.50	30.50
Step 7 Jan 2022	15.00	16.00	17.00	19.00	21.00	23.00	25.00	31.00
Step 8	15.50	16.50	17.51	19.50	21.50	23.50	25.50	31.50
Step 9	16.00	17.00	18.00	20.00	22.00	24.00	26.00	32.00
Step 10	16.50	17.50	18.48	20.50	22.50	24.50	26.50	32.50

- ALL grades are NOT eligible for COLA and/or Growth.
- All new hires will be placed at step 1.
- Grade step advances evaluated every fall and spring semester based on each 1895 hours worked without a break in service. A break in service is 2 semesters without an assignment.
- Due to the minimum wage increase and in accordance with applicable statute, step 2 will be the new step 1 starting January, 2017. Step 3 will be the new step 1 starting January 2018. This will continue until step 7. When step 7 becomes step 1, there will only be 4 steps on the salary schedule.

CA State Minimum Wage Increases (in accordance with applicable statute):

Jan. 1, 2017 50 cent increase to \$10.50 per hour

Jan. 1, 2018 50 cent increase to \$11.00 per hour

Jan. 1, 2019 \$1 increase to \$12.00 per hour

Jan. 1, 2020 \$1 increase to \$13.00 per hour

Jan. 1, 2021 \$1 increase to \$14.00 per hour

Jan. 1, 2022 \$1 increase to \$15.00 per hour

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**PALOMAR COMMUNITY COLLEGE DISTRICT  
ONE HALF 50% FULL-TIME EQUIVALENT  
CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRACT**

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This employment contract (hereinafter referred to as the "Agreement") is made and entered into this 29th day of July by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and Michael Popielski (hereinafter referred to as the "Employee").

**WHEREAS** it is the desire of the Board to employ Employee in the Position of Interim Assistant Superintendent/Vice President, Human Resource Services (hereinafter referred to as "Position").

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee on a one half 50% full-time equivalent employee basis in the above identified Position on the conditions contained in this Agreement. Employee is classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code sections 72411(a) and 72411(b). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will only be renewed upon its expiration by mutual agreement.
3. **TERM.** The term of this Agreement shall begin on July 30, 2016, and continue through and including January 31, 2017, unless extended pursuant to paragraph 2, or until Position is filled on a full-time basis, which ever event occurs first. Employee shall be required to render one half 50% of the regular full-time equivalent employee service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of this Agreement for a term beyond July 19, 2017.



4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at one half (50%) of Salary Grade 79, step 4 plus a \$100.00 administrative cell phone stipend. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position remotely as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, and in accordance with a work plan President and Employee mutually develop, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twelve (12) working days of vacation annually (50% of the full-time equivalent employee vacation accrual) on a prorated basis for the term of Agreement in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue six (6) days of paid sick leave for illness or injury (50% of the full-time equivalent employee sick leave accrual) on a prorated basis for the term of Agreement. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board at the rate of one half (50%) of the full-time equivalent employee allotment on a prorated basis for the term of Agreement.

**FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular educational administrators for which they are eligible under the terms of the Administrative Team Handbook.
8. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and

conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.

**9. TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.**

The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board.

**10. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**

- (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
- (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
- (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.
- (d) "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:

- (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
  - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
- 11. **MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 21 (twenty-one) calendar days, written notice to the other party of the requested modification.
- 12. **EARLY TERMINATION.** This Agreement may be terminated at the discretion of the Superintendent/President with or without cause upon thirty (30) days prior written notice to the Board and the Employee or upon a shorter period of time if approved by the Board.
- 13. **RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon thirty (30) days prior written notice to the Board or upon a shorter period of time if approved by the Board.
- 14. **SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
- 15. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
- 16. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
- 17. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
- 18. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or


referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

**ACCEPTANCE OF  
50% OF FULL-TIME EQUIVALENT  
EMPLOYMENT CONTRACT**

I have reviewed this 50% EmploymentContract, and I accept this Agreement and the terms and conditions of employment it contains.

Please return signed contract to Human Resource Services as soon as possible.

Date: 8/1/2016

  
Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: \_\_\_\_\_

\_\_\_\_\_  
Joi L. Blake, Ed.D, Secretary to the Governing Board

Copy: Employee

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**PALOMAR COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SENIOR ADMINISTRATOR,  
EMPLOYMENT CONTRACT 2016-2018**

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This employment contract (hereinafter referred to as the "Agreement") is made and entered into this fifteenth day of August, 2016 of by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Syed Hussain** (hereinafter referred to as the "Employee").

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Dean, Instructional, Arts, Media, Business, and Computer Science** (hereinafter referred to as "Position").

**NOW, THEREFORE**, the parties mutually agree as follows:

- 1. EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is a member of the Administrative Team as described in the Administrative Team Handbook adopted by the Board, an academic employee as defined by Education Code section 87001(a), an educational administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). The Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
- 2. STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code section 72411(a). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2017, of its intention not to reemploy Employee in Position for one additional academic year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective July 1, 2018, without further action by the Board, subject to the provisions of paragraph 3.
- 3. RETREAT/RETURN RIGHTS.** If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another administrator or non-administrator education position in the District, such Employee may have the right to return to such position upon the expiration of this Agreement provided that Employee is not termination for cause.

4. **TERM.** The term of this Agreement shall begin on **August 15, 2016**, and continue through and including **June 30, 2018** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual, written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize the renewal or extension of this Agreement for a term of more than twenty-nine (29) months. It is expressly understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program, or other monies not in the District's unrestricted general fund, and if funding is discontinued, the Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.
5. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at salary grade **75/3** from August 15, 2016 through June 30, 2017 and at salary grade **75/4** from July 1, 2017 through June 30, 2018, **plus a \$114.23 monthly doctoral stipend.** The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
6. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement. The Board reserves the right to reassign the Employee at any time during the term of this Agreement to another educational or student services administrative Position within the District. Reassignment during the term of this Agreement solely for discretionary reasons will not result in a reduction of the Employee's compensation during the term of this Agreement. Reassignment will be made in compliance with the California Education Code and the Administrative Handbook.
7. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
8. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth

in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Association Handbook as adopted by the Board

9. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular educational and student services administrators for which they are eligible under the terms of the Administrative Team Handbook.
10. **TRAVEL.** Necessary transportation and travel expenses will be provided in accordance with policies duly adopted by the Board.
11. **SERVICE CLUBS AND COMMUNITY ORGANIZATIONS.** The Board authorizes payment of dues and meals for meetings of one service or community organization. Funds shall be allocated to the appropriate expense accounts in the annual budget approved by the Governing Board.
12. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.
13. **MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT WITHOUT CAUSE.** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

The District agrees to pay Employee the lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalSTRS, within fifteen (15) days of the effective date of termination.



In exchange for and as a condition to receipt of the Severance Pay, Employee shall execute a release and waiver, in a form acceptable to the legal counsel for the District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

- 14. TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.** The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term “cause” is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District’s mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board.

**15. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**

- (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
- (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
- (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.
- (d) “Abuse of office or position” is defined in Government Code section 53243.4 to mean either of the following:
  - (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

- (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

- 16. **MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 45 (forty-five) calendar days, written notice to the other party of the requested modification.
- 17. **RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.
- 18. **SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
- 19. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
- 20. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
- 21. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
- 22. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

**ACCEPTANCE OF SENIOR EDUCATIONAL ADMINISTRATOR  
EMPLOYMENT CONTRACT**

I have reviewed this Senior Educational Administrator Employment Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Joi Blake, Secretary to the Governing Board

Copy: Employee

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**PALOMAR COMMUNITY COLLEGE DISTRICT  
CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRACT 2016-2018**

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This employment contract (hereinafter referred to as the "Agreement") is made and entered into this tenth day of August, 2016 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Brandi Y. Taveuveu** (hereinafter referred to as the "Employee").

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Manager, Budget and Payroll** (hereinafter referred to as "Position").

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code sections 72411(a) and 72411(b). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration by mutual agreement, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2017, of its intention not to reemploy Employee in Position for one additional academic year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective July 1, 2018, without further action by the Board. If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another non-administrative classified position in the District, such Employee has the right to return to such position upon the expiration of this Agreement, provided that Employee is not terminated for cause.
3. **TERM.** The term of this Agreement shall begin on **August 10, 2016**, and continue through and including **June 30, 2018** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension

of this Agreement for a term of more than twenty-four (24) months. It is expressly understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program or other monies not in the District's unrestricted general fund, and if funding is discontinued, this Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at salary grade **64/11** from August 10, 2016 through June 30, 2017 and at salary grade **64/12** from July 1, 2017 through June 30, 2018. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Team Handbook.
9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.

- 10. TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.** The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term “cause” is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District’s mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board.
- 11. TRAVEL.** Necessary transportation and travel expenses will be provided in accordance with policies duly adopted by the Board.
- 12. SERVICE CLUBS AND COMMUNITY ORGANIZATIONS.** The Board authorizes payment of dues and meals for meetings of one service or community organization. Funds shall be allocated to the appropriate expense accounts in the annual budget approved by the Governing Board.
- 13. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**
- (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
  - (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
  - (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.
  - (d) “Abuse of office or position” is defined in Government Code section 53243.4 to mean either of the following:

- (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

**14. MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT WITHOUT CAUSE.** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

The District agrees to pay Employee the lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalPERS, within fifteen (15) days of the effective date of termination.

In exchange for and as a condition to receipt of the Severance Pay, Employee shall execute a release and waiver, in a form acceptable to the legal counsel for the District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

**15. MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 45 (forty-five) calendar days, written notice to the other party of the requested modification.

**16. RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.

**17. SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

18. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
19. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
20. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
21. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.



**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRCACT**

I have reviewed this Classified Administrator Employment Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Joi Blake, Secretary to the Governing Board

Copy: Employee

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**PALOMAR COMMUNITY COLLEGE DISTRICT  
CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRACT 2016-2018**

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This employment contract (hereinafter referred to as the "Agreement") is made and entered into this tenth day of August, 2016 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Benjamin E. Moss** (hereinafter referred to as the "Employee").

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Manager, Admissions, Records and Evaluations** (hereinafter referred to as "Position").

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code sections 72411(a) and 72411(b). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration by mutual agreement, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2017, of its intention not to reemploy Employee in Position for one additional academic year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective July 1, 2018, without further action by the Board. If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another non-administrative classified position in the District, such Employee has the right to return to such position upon the expiration of this Agreement, provided that Employee is not terminated for cause.
3. **TERM.** The term of this Agreement shall begin on **August 10, 2016**, and continue through and including **June 30, 2018** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension

of this Agreement for a term of more than twenty-four (24) months. It is expressly understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program or other monies not in the District's unrestricted general fund, and if funding is discontinued, this Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at Salary grade **56/15** from August 10, 2016 through June 30, 2017 and at Salary grade **56/16** from July 1, 2017 through June 30, 2018. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Team Handbook.
9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and

conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.

- 10. TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.** The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term “cause” is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District’s mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board.
- 11. TRAVEL.** Necessary transportation and travel expenses will be provided in accordance with policies duly adopted by the Board.
- 12. SERVICE CLUBS AND COMMUNITY ORGANIZATIONS.** The Board authorizes payment of dues and meals for meetings of one service or community organization. Funds shall be allocated to the appropriate expense accounts in the annual budget approved by the Governing Board.
- 13. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**

  - (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
  - (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
  - (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.

- (d) "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:
  - (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
  - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

- 14. MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT WITHOUT CAUSE.** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

The District agrees to pay Employee the lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalPERS, within fifteen (15) days of the effective date of termination.

In exchange for and as a condition to receipt of the Severance Pay, Employee shall execute a release and waiver, in a form acceptable to the legal counsel for the District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

- 15. MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 45 (forty-five) calendar days, written notice to the other party of the requested modification.
- 16. RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.

17. **SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
18. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
19. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
20. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
21. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRCACT**

I have reviewed this Classified Administrator Employment Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Joi Blake, Secretary to the Governing Board

Copy: Employee

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**PALOMAR COMMUNITY COLLEGE DISTRICT  
CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRACT 2016-2018**

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This employment contract (hereinafter referred to as the "Agreement") is made and entered into this ninth day of August, 2016 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Shawna Cohen** (hereinafter referred to as the "Employee").

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Manager, Equal Employment Opportunity and Compliance** (hereinafter referred to as "Position").

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code sections 72411(a) and 72411(b). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration by mutual agreement, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2017, of its intention not to reemploy Employee in Position for one additional academic year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective July 1, 2018, without further action by the Board. If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another non-administrative classified position in the District, such Employee has the right to return to such position upon the expiration of this Agreement, provided that Employee is not terminated for cause.
3. **TERM.** The term of this Agreement shall begin on **August 10, 2016**, and continue through and including **June 30, 2018** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension



of this Agreement for a term of more than twenty-four (24) months. It is expressly understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program or other monies not in the District's unrestricted general fund, and if funding is discontinued, this Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at salary grade **60/13** from August 10, 2016 through June 30, 2017 and at salary grade **60/14** from July 1, 2017 through June 30, 2018. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Team Handbook.
9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and

conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.

10. **TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.** The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board.
11. **TRAVEL.** Necessary transportation and travel expenses will be provided in accordance with policies duly adopted by the Board.
12. **SERVICE CLUBS AND COMMUNITY ORGANIZATIONS.** The Board authorizes payment of dues and meals for meetings of one service or community organization. Funds shall be allocated to the appropriate expense accounts in the annual budget approved by the Governing Board.
13. **PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**
  - (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
  - (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
  - (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.

(d) "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:

- (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

**14. MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT WITHOUT CAUSE.** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has return rights, based on Employee's seniority in another non-administrative position in the District. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

The District agrees to pay Employee the lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalPERS, within fifteen (15) days of the effective date of termination.

In exchange for and as a condition to receipt of the Severance Pay, Employee shall execute a release and waiver, in a form acceptable to the legal counsel for the District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

**15. MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 45 (forty-five) calendar days, written notice to the other party of the requested modification.

**16. RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.

**17. SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding

except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

18. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
19. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
20. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
21. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRCACT**

I have reviewed this Classified Administrator Employment Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Joi Blake, Secretary to the Governing Board

Copy: Employee

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**PALOMAR COMMUNITY COLLEGE DISTRICT  
CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRACT 2016-2018**

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This employment contract (hereinafter referred to as the "Agreement") is made and entered into this ninth day of August, 2016 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Debra Avila** (hereinafter referred to as the "Employee").

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Manager, Teaching and Learning Center** (hereinafter referred to as "Position").

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code sections 72411(a) and 72411(b). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration by mutual agreement, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2017, of its intention not to reemploy Employee in Position for one additional academic year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective July 1, 2018, without further action by the Board. If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another non-administrative classified position in the District, such Employee has the right to return to such position upon the expiration of this Agreement, provided that Employee is not terminated for cause.
3. **TERM.** The term of this Agreement shall begin on **August 10, 2016**, and continue through and including **June 30, 2018** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of this

Agreement for a term of more than twenty-four (24) months. It is expressly understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program or other monies not in the District's unrestricted general fund, and if funding is discontinued, this Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at salary grade **52/5** from August 10, 2016 through June 30, 2017 and at salary grade **52/6** from July 1, 2017 through June 30, 2018. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Team Handbook.
9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and

conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.

10. **TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.** The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board.
11. **TRAVEL.** Necessary transportation and travel expenses will be provided in accordance with policies duly adopted by the Board.
12. **SERVICE CLUBS AND COMMUNITY ORGANIZATIONS.** The Board authorizes payment of dues and meals for meetings of one service or community organization. Funds shall be allocated to the appropriate expense accounts in the annual budget approved by the Governing Board.
13. **PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**
  - (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
  - (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
  - (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.



- (d) "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:
  - (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
  - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

- 14. MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT WITHOUT CAUSE.** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has return rights, based on Employee's seniority in another non-administrative position in the District. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

The District agrees to pay Employee the lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalPERS, within fifteen (15) days of the effective date of termination.

In exchange for and as a condition to receipt of the Severance Pay, Employee shall execute a release and waiver, in a form acceptable to the legal counsel for the District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

- 15. MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 45 (forty-five) calendar days, written notice to the other party of the requested modification.
- 16. RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.
- 17. SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except

to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

18. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
19. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
20. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
21. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRCACT**

I have reviewed this Classified Administrator Employment Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Joi Blake, Secretary to the Governing Board

Copy: Employee

## MONTHLY BOARD REPORT: August 9, 2016

## SHORT-TERM PERSONNEL ACTION REQUEST

Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
<b>Department</b> Advancement					
Bagley, Jordan	07/01/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Kremis, Deanna Lynn	07/01/16	06/30/17	Technical/Paraprofessional	\$20.00	Assistant (professional)
<b>Department</b> Athletics Department					
Rhoads, Thomas	07/11/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I
<b>Department</b> Behavioral Sciences Department					
Grasso, Jordan	08/01/16	05/31/17	Technical/Paraprofessional	\$0.00	SDICCCA Intern
Villa, Karen Marie	08/01/16	05/31/17	Technical/Paraprofessional	\$0.00	SDICCCA Intern
<b>Department</b> Business Support Services					
Valenzuela, Vivian	07/01/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II
<b>Department</b> Counseling Services					
Berrien, Markus	08/01/16	05/31/17	Technical/Paraprofessional	\$0.00	SDICCCA Intern
Villa, Norma	06/20/16	06/30/16	Technical/Paraprofessional	\$14.00	Assistant III
Yzerman, Trish	07/13/16	06/30/17	Technical/Paraprofessional	\$20.00	Assistant (professional)
<b>Department</b> Career, Technical and Extended Education					
Mueller, Michael	07/06/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I
<b>Department</b> Early Childhood Education Lab School					
Dong, Yanan	05/05/16	06/30/16	Technical/Paraprofessional	\$10.00	Assistant I
<b>Department</b> Educational Television					
Urban, Mona	06/08/16	06/30/16	Technical/Paraprofessional	\$40.00	Assistant (professional)

Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
<b>Department</b> English					
Coleman, Rebecca	07/01/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II
<b>Department</b> Enrollment Services					
Rogers, Mary	06/17/16	08/19/16	Technical/Paraprofessional	\$10.00	Assistant I
O'Neill, Bryan	07/01/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Ponce Vidal, Natalia	07/01/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I
<b>Department</b> Environmental Health and Safety					
Bennett, Jason	07/01/16	06/30/17	Service Maintenance	\$14.00	Assistant III
<b>Department</b> Emergency Medical Education Department					
Stewart, Dale	05/09/16	06/30/16	Technical/Paraprofessional	\$22.53	Assistant (professional)
Threlfall, Sean	06/08/16	06/30/17	Technical/Paraprofessional	\$22.53	Assistant (professional)
<b>Department</b> English as a Second Language					
Camacho, Yerania	06/13/16	06/30/16	Clerical/Secretarial	\$12.00	Assistant II
Hernandez, Claudia	06/29/16	06/30/17	Clerical/Secretarial	\$12.00	Assistant II
<b>Department</b> Fiscal Services					
Basave, Gustavo	05/23/16	06/30/16	Clerical/Secretarial	\$14.00	Assistant III
<b>Department</b> Grant Funded Student Programs					
Aguilar, David	05/24/16	06/30/16	Technical/Paraprofessional	\$10.00	Peer Tutor
Aguilar, David	07/01/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
Boss, Corey	07/01/16	06/30/17	Technical/Paraprofessional	\$20.00	Assistant (professional)
Dunlap, Taylor	07/25/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor

Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Garcia, Felix Lizeth	07/01/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
Garcia Resendiz, Vanessa	07/19/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
Higuera, Stephanie	05/24/16	06/30/16	Technical/Paraprofessional	\$10.00	Peer Tutor
Higuera, Stephanie	07/01/16	07/01/16	Technical/Paraprofessional	\$10.00	Peer Tutor
Marinez, Austin	06/20/16	06/30/16	Technical/Paraprofessional	\$10.00	Peer Tutor
Marinez, Austin	07/01/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
Nogalez, Garth	05/24/16	06/30/16	Technical/Paraprofessional	\$10.00	Peer Tutor
Nogalez, Garth	07/01/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
<b>Department</b> Information Services					
Bertram, Christopher	07/27/16	08/19/16	Technical/Paraprofessional	\$10.00	Assistant I
<b>Department</b> International Education					
Ragozina, Helen	07/05/16	12/16/16	Technical/Paraprofessional	\$12.00	Assistant II
<b>Department</b> Instruction					
Miyamoto, Norma	07/01/16	06/30/17	Technical/Paraprofessional	\$73.56	Assistant (professional)
<b>Department</b> Library					
Charron, Adam	07/01/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
<b>Department</b> Life Sciences					
Carolino, Krypton	07/06/16	06/30/17	Technical/Paraprofessional	\$16.00	Assistant (professional)
<b>Department</b> Mathematics and Natural Health Sciences Division					
Miranda, Melvin	07/18/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II
<b>Department</b> Media Studies					
Chirkova, Elena	07/01/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II
Hellman, Deborah	07/01/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
May, Daniel	07/01/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II
Record, Diane	08/01/16	06/30/17	Technical/Paraprofessional	\$0.00	SDICCCA Intern
Stoll, Christin	07/01/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Stoll, Peter	07/01/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Tylor, Peter	07/01/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II
Youngren, James Christopher	07/01/16	06/30/17	Technical/Paraprofessional	\$20.00	Assistant (professional)

Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
<b>Department</b> Public Safety					
Alter-Reitz, Erik	07/26/16	06/30/17	Technical/Paraprofessional	\$17.64	Assistant (professional)
Alter-Reitz, Erik	07/26/16	06/30/17	Technical/Paraprofessional	\$22.53	Assistant (professional)
Frisch, William	07/11/16	06/30/17	Technical/Paraprofessional	\$22.53	Assistant (professional)
Frisch, William	07/11/16	06/30/17	Technical/Paraprofessional	\$17.64	Assistant (professional)
<b>Department</b> Reading Services					
Sanders, Jacob	06/20/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II
<b>Department</b> Tenure Review & Evaluations					
Rocca, Kimberly	08/03/16	09/29/16	Technical/Paraprofessional	\$21.94	Assistant (professional)
<b>Department</b> Trade and Industry					
Awerman, David	07/01/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II
Chavez, Timothy	08/01/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I
Weir, Brian	07/12/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I

PeopleSoft  
PAL PESONNEL ACTIONS HISTORY

Page No. 1  
Run Date 07/28/2016  
Run Time 13:12:47

Report ID: PAL015ST  
Personnel Action: PAY--  
For the period 07/01/2016 through 07/31/2016

Effective Date	Action Reason	Employee Name	Hire Date	Employee ID	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
Department ENGLISH English Department												
SETID - PALMR												
07/16/2016		Nguyen,Hien	02/26/2015		1.3	H	T	P	900STU Student EE	STU/ASTU	14.000000	H



PeopleSoft  
PAL PESONNEL ACTIONS HISTORY

Page No. 2  
Run Date 07/28/2016  
Run Time 13:12:47

Report ID: PAL015ST  
Personnel Action: REH--  
For the period 07/01/2016 through 07/31/2016

Effective Date	Action Reason	Employee Name	Employee ID	Hire Date	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
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Department CHEMIST Chemistry Department  
SETID - PALMR

07/01/2016		Safaei Shirazi,Ameneh		08/18/2014	1.8	H	T	P	900STU Student	EE STU/ASTU	12.000000	H
07/01/2016		Le,Thien		08/31/2015	0.8	H	T	P	900STU Student	EE STU/ASTU	12.000000	H
07/01/2016		Le,Tony		03/10/2015	1.3	H	T	P	900STU Student	EE STU/ASTU	12.000000	H

Department COMPSCI Computer Sci & Info Technology  
SETID - PALMR

07/01/2016		Mcgough,Kyle Lee		04/27/2016	0.2	H	T	P	900STU Student	EE STU/ASTU	10.000000	H
07/01/2016		Sparling,Benjamin David		04/22/2016	0.2	H	T	P	900STU Student	EE STU/ASTU	10.000000	H
07/01/2016		Santos,Ryan Alexander		04/27/2016	0.2	H	T	P	900STU Student	EE STU/ASTU	10.000000	H
07/01/2016		Rocha,Jesue		04/21/2016	0.2	H	T	P	900STU Student	EE STU/ASTU	12.000000	H
07/01/2016		McLennan,Chris L		04/06/2016	0.2	H	T	P	900STU Student	EE STU/ASTU	10.000000	H

Department COUNSEL Counseling Department  
SETID - PALMR

07/01/2016		Heffner,Hannah Rae		09/22/2014	1.8	H	T	P	900STU Student	EE STU/ASTU	10.000000	H
07/01/2016		Tut,Nyawall Nyang		04/08/2016	0.2	H	T	P	900STU Student	EE STU/ASTU	14.000000	H
07/01/2016		Contreras,Armando Airam		04/19/2016	0.2	H	T	P	900STU Student	EE STU/ASTU	14.000000	H
07/01/2016		Bejarano,Kevin		11/03/2015	0.6	H	T	P	900STU Student	EE STU/ASTU	14.000000	H

Department ENGLISH English Department  
SETID - PALMR

07/01/2016		Nguyen,Hien		02/26/2015	1.3	H	T	P	900STU Student	EE STU/ASTU	12.000000	H
07/01/2016		Rasimowicz,Jessica A		03/03/2016	0.3	H	T	P	900STU Student	EE STU/ASTU	12.000000	H

Department ENRLMNTSRV Enrollment Services  
SETID - PALMR





PeopleSoft  
PAL PERSONNEL ACTIONS HISTORY

Page No. 5  
Run Date 07/28/2016  
Run Time 13:12:48

Report ID: PAL015ST  
Personnel Action: REH--  
For the period 07/01/2016 through 07/31/2016

Effective Date	Action Reason	Employee Name	Employee ID	Hire Date	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
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SETID - PALMR

07/01/2016		Esmaeilpourarabi,Houshmand		03/16/2016	0.3	H	T	P	900STU Student EE	STU/ASTU	12.000000	H
07/01/2016		Foroughishafiei,Anahid		10/05/2015	0.7	H	T	P	900STU Student EE	STU/ASTU	12.000000	H
07/01/2016		Urban,Jiro Allen		09/17/2015	0.8	H	T	P	900STU Student EE	STU/ASTU	10.000000	H

Department WORLD LANG World Languages Dept  
SETID - PALMR

07/01/2016		Cruz,Stacie Lynnanne		10/08/2012	3.7	H	T	P	900STU Student EE	STU/ASTU	14.000000	H
07/01/2016		Ohashi,Mei		11/17/2015	0.6	H	T	P	900STU Student EE	STU/ASTU	12.000000	H

End of Report

**Palomar College**  
**1140 West Mission Road**  
**San Marcos, CA 92069**  
Attention: Patty Deen

**Date:** 6/28/2016  
**Program Id:** 64676  
**Grade:**

### **Program Agreement**

Thank you for your participation in our Field Study Program. **PLEASE READ THE FOLLOWING CAREFULLY.**

1. Thoroughly review the terms, conditions, and cancellation procedures indicated on both sides of this form.
2. Please sign immediately and mail the white copy to: **Ocean Institute, 24200 Dana Point Harbor Dr., Dana Point, CA 92629**  
**A NON-REFUNDABLE DEPOSIT MUST BE INCLUDED. YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS FORM IS SIGNED AND RETURNED WITH DEPOSIT. THE BALANCE (PROGRAM FEE LESS DEPOSIT) IS DUE 10 DAYS PRIOR TO PROGRAM DATE IN THE FORM OF ONE CHECK ONLY.**
3. Please be sure we have your correct school and home telephone numbers as well as email address for rescheduling purposes.
4. Notice of cancellation for your program must be received **IN WRITING** by the Ocean Institute **AT LEAST 90 DAYS PRIOR** to the scheduled program date, i.e. on or before Saturday, January 28, 2017. **WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.**

<b>Program Name:</b>	Human impacts Lab/Cruise
<b>Date and Time:</b>	Friday, 4/28/2017 7:30 AM to 11:30 AM (Check In: 7:15 AM)
<b>Responsible Party:</b>	Ms. Patty Deen (Palomar College)
<b>Contact Info:</b>	E-mail: pdeen@palomar.edu
<b>Program Count:</b>	1 programs (at \$1,650.00 per program) incl. 3 adults and 39 students
<b>Reservation Notes:</b>	
<b>Program Notes:</b>	Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

~~THE DEPOSIT AMOUNT IS \$150.00, AND IS DUE ON OR BEFORE FRIDAY, SEPTEMBER 16, 2016.~~

~~THE BALANCE OF \$1,500.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.~~

**MAKE CHECKS PAYABLE TO / MAIL TO: OCEAN INSTITUTE, 24200 DANA POINT HARBOR DR., DANA POINT, CA 92629**

**SIGNATORY AGREES TO TERMS AND CONDITIONS STATED ON PROGRAM AGREEMENT (INCLUDING THOSE ON REVERSE). PLEASE BE ADVISED THAT POLICIES ARE STRICTLY ENFORCED.**

Authorized Administrator

Title

Date

YOUR BILLING ADDRESS (if different from above address) \_\_\_\_\_

**Palomar College**  
**1140 West Mission Road**  
**San Marcos, CA 92069**  
Attention: Patty Deen

**Date:** 6/28/2016  
**Program Id:** 64689  
**Grade:**

### **Program Agreement**

Thank you for your participation in our Field Study Program. **PLEASE READ THE FOLLOWING CAREFULLY.**

1. Thoroughly review the terms, conditions, and cancellation procedures indicated on both sides of this form.
2. Please sign immediately and mail the white copy to: **Ocean Institute, 24200 Dana Point Harbor Dr., Dana Point, CA 92629**  
**A NON-REFUNDABLE DEPOSIT MUST BE INCLUDED. YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS FORM IS SIGNED AND RETURNED WITH DEPOSIT. THE BALANCE (PROGRAM FEE LESS DEPOSIT) IS DUE 10 DAYS PRIOR TO PROGRAM DATE IN THE FORM OF ONE CHECK ONLY.**
3. Please be sure we have your correct school and home telephone numbers as well as email address for rescheduling purposes.
4. Notice of cancellation for your program must be received **IN WRITING** by the Ocean Institute **AT LEAST 90 DAYS PRIOR** to the scheduled program date, i.e. on or before Wednesday, February 01, 2017. **WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.**

<b>Program Name:</b>	Human Impacts Lab/Cruise
<b>Date and Time:</b>	Tuesday, 5/2/2017 12:00 PM to 4:00 PM (Check In: 11:45 AM)
<b>Responsible Party:</b>	Ms. Patty Deen (Palomar College)
<b>Contact Info:</b>	E-mail: pdeen@palomar.edu
<b>Program Count:</b>	1 programs (at \$1,650.00 per program) incl. 1 adults and 34 students
<b>Reservation Notes:</b>	
<b>Program Notes:</b>	Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

- ~~THE DEPOSIT AMOUNT IS \$150.00, AND IS DUE ON OR BEFORE THURSDAY, JULY 28, 2016.~~
- ~~THE BALANCE OF \$1,500.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.~~
- ~~MAKE CHECKS PAYABLE TO / MAIL TO: OCEAN INSTITUTE, 24200 DANA POINT HARBOR DR., DANA POINT, CA 92629~~
- SIGNATORY AGREES TO TERMS AND CONDITIONS STATED ON PROGRAM AGREEMENT (INCLUDING THOSE ON REVERSE). PLEASE BE ADVISED THAT POLICIES ARE STRICTLY ENFORCED.**

Authorized Administrator	Title	Date
YOUR BILLING ADDRESS (if different from above address) _____		



  
**OCEAN INSTITUTE**  
24200 Dana Point Harbor Drive  
Dana Point, CA 92629

(949) 496-2274  
www.ocean-institute.org

**Palomar College**  
**1140 West Mission Road**  
**San Marcos, CA 92069**  
Attention: Patty Deen

Date: 6/28/2016  
Program Id: 64700  
Grade:

### **Program Agreement**

Thank you for your participation in our Field Study Program. **PLEASE READ THE FOLLOWING CAREFULLY.**

1. Thoroughly review the terms, conditions, and cancellation procedures indicated on both sides of this form.
2. Please sign immediately and mail the white copy to: Ocean Institute, 24200 Dana Point Harbor Dr., Dana Point, CA 92629  
**A NON-REFUNDABLE DEPOSIT MUST BE INCLUDED. YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS FORM IS SIGNED AND RETURNED WITH DEPOSIT. THE BALANCE (PROGRAM FEE LESS DEPOSIT) IS DUE 10 DAYS PRIOR TO PROGRAM DATE IN THE FORM OF ONE CHECK ONLY.**
3. Please be sure we have your correct school and home telephone numbers as well as email address for rescheduling purposes.
4. Notice of cancellation for your program must be received **IN WRITING** by the Ocean Institute **AT LEAST 90 DAYS PRIOR** to the scheduled program date, i.e. on or before Friday, February 03, 2017. **WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.**

Program Name:	Human Impacts Lab/Cruise
Date and Time:	Thursday, 5/4/2017 12:00 PM to 4:00 PM (Check In: 11:45 AM)
Responsible Party:	Ms. Patty Deen (Palomar College)
Contact Info:	E-mail: pdeen@palomar.edu
Program Count:	1 programs (at \$1,650.00 per program) incl. 4 adults and 37 students
Reservation Notes:	
Program Notes:	Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

~~THE DEPOSIT AMOUNT IS \$150.00, AND IS DUE ON OR BEFORE THURSDAY, JULY 28, 2016.~~

~~THE BALANCE OF \$1,500.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.~~

MAKE CHECKS PAYABLE TO / MAIL TO: OCEAN INSTITUTE, 24200 DANA POINT HARBOR DR., DANA POINT, CA 92629

SIGNATORY AGREES TO TERMS AND CONDITIONS STATED ON PROGRAM AGREEMENT (INCLUDING THOSE ON REVERSE). PLEASE BE ADVISED THAT POLICIES ARE STRICTLY ENFORCED.

Authorized Administrator

Title

Date

YOUR BILLING ADDRESS (if different from above address)

See Back for Additional Contractual Obligations

**Palomar College**  
**1140 West Mission Road**  
**San Marcos, CA 92069**  
Attention: Patty Deen

**Date:** 6/28/2016  
**Program Id:** 65346  
**Grade:**

### **Program Agreement**

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3. Please be sure we have your correct school and home telephone numbers as well as email address for rescheduling purposes.
4. Notice of cancellation for your program must be received **IN WRITING** by the Ocean Institute **AT LEAST 90 DAYS PRIOR** to the scheduled program date, i.e. on or before Saturday, August 05, 2017. **WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.**

<b>Program Name:</b>	Human Impacts Lab/Cruise
<b>Date and Time:</b>	Friday, 11/3/2017 12:00 PM to 4:00 PM (Check In: 11:45 AM)
<b>Responsible Party:</b>	Ms. Patty Deen (Palomar College)
<b>Contact Info:</b>	E-mail: pdeen@palomar.edu
<b>Program Count:</b>	1 programs (at \$1,700.00 per program) incl. 5 adults and 35 students
<b>Reservation Notes:</b>	
<b>Program Notes:</b>	Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

~~THE DEPOSIT AMOUNT IS \$150.00, AND IS DUE ON OR BEFORE .~~

~~THE BALANCE OF \$1,550.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.~~

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Authorized Administrator

Title

Date

YOUR BILLING ADDRESS (if different from above address) \_\_\_\_\_



**Palomar College**  
**1140 West Mission Road**  
**San Marcos, CA 92069**  
Attention: Patty Deen

**Date:** 6/28/2016  
**Program Id:** 65347  
**Grade:**

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4. Notice of cancellation for your program must be received **IN WRITING** by the Ocean Institute **AT LEAST 90 DAYS PRIOR** to the scheduled program date, i.e. on or before Wednesday, August 09, 2017. **WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.**

<b>Program Name:</b>	Human Impacts Lab/Cruise
<b>Date and Time:</b>	Tuesday, 11/7/2017 12:00 PM to 4:00 PM (Check In: 11:45 AM)
<b>Responsible Party:</b>	Ms. Patty Deen (Palomar College)
<b>Contact Info:</b>	E-mail: pdeen@palomar.edu
<b>Program Count:</b>	1 programs (at \$1,700.00 per program) incl. 5 adults and 35 students
<b>Reservation Notes:</b>	
<b>Program Notes:</b>	Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

~~THE DEPOSIT AMOUNT IS \$150.00, AND IS DUE ON OR BEFORE.~~

~~THE BALANCE OF \$1,550.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.~~

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Authorized Administrator

Title

Date

YOUR BILLING ADDRESS (if different from above address)

**Palomar College**  
**1140 West Mission Road**  
**San Marcos, CA 92069**  
Attention: Patty Deen

Date: 6/28/2016  
Program Id: 65348  
Grade:

### Program Agreement

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Program Name:	Human Impacts Lab/Cruise
Date and Time:	Wednesday, 11/8/2017 12:00 PM to 4:00 PM (Check In: 11:45 AM)
Responsible Party:	Ms. Patty Deen (Palomar College)
Contact Info:	E-mail: pdeen@palomar.edu
Program Count:	1 programs (at \$1,700.00 per program) incl. 5 adults and 35 students
Reservation Notes:	
Program Notes:	Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

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2016-17 Annual Goals and Related Tasks

DRAFT 07/14/16

**Goal #1:** Maintain an exceptional learning environment for students by ensuring that appropriate plans and policies are in place to sustain and improve the College's institutional effectiveness.

***Related Board Tasks***

1. Engage in a study session on Strategic Plan 2019.
2. Expect a report on the progress the College is making towards implementing its Student Equity Plan.
3. Ensure the College develops and implements an enrollment management plan that enhances access and success and is integrated with budgetary planning.
4. Make certain the college makes progress on plans to staff and open its Education Centers, in particular, ensure the South Center is on schedule to open in 2017.
5. Engage in a study session regarding the College's efforts to identify new areas of development and growth, including college and regional initiatives related to Career Technical Education and "Doing What Matters," contract education, and community education.

**Goal #2:** Ensure that the College maintains and supports a diverse faculty and staff who are committed to student learning and supporting the needs of all Palomar students.

***Related Board Tasks***

1. Complete the onboarding process for the new Superintendent/President.
2. Expect regular reports on the college's progress related to recruiting, hiring, onboarding, and supporting a diverse faculty, staff, and administration.
3. Ensure the college has in place comprehensive professional development program for all faculty and staff which includes as one component strategies designed to strengthen the cultural fluency of the college community.
4. Monitor the College's progress on developing a process for determining the number of classified staff and administrators with appropriate preparation and experience to provide adequate support for the institution's mission and purposes.
5. Engage in a study session to develop and monitor the District's implementation towards this goal (Proposed by Halcón)



**Palomar College Governing Board**  
**2016-17 Annual Goals and Related Tasks**

**DRAFT 07/14/16**

**Goal #3:** Ensure the college implements programs and services that improve student access, progress, learning, and achievement of our diverse student population.

***Related Board Tasks***

1. Monitor college performance on the state's accountability scorecard and other measures of institutional effectiveness and student success.
2. Engage in a study session on how the College works with its educational partners to facilitate access to and transition from Palomar.
3. Expect regular reports regarding the College's efforts to engage with the community and promote its programs, services, and successes.

**Goal #4:** Actively participate in legislative advocacy for community college issues.

***Related Board Tasks***

1. Actively participate in legislative conferences.
2. Actively participate on community college advocacy groups.
3. Track, monitor, and respond to legislation related to community colleges.

**Goal #5:** Advance the college by strengthening business and community partnerships.

***Related Board Tasks***

1. Participate in local events and organizations to ensure that the community is aware of the diversity and quality of Palomar's educational programs and services.
2. Engage in a study session on how the College connects with and relates to the business and industry partners located in the District. (Proposed by Evilsizer)