

DISTRICT PROPOSAL #1

OCTOBER 12, 2016

FIRST AMENDED MEMORANDUM OF UNDERSTANDING

**RE: PREPARATION OF CURRICULUM MATERIALS BY PT FACULTY MEMBERS,
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 4.1.10.1 – Professional Ancillary Activities of the current Agreement between the District and PFF.

The purpose of this Memorandum of Understanding (MOU) between the District and the Palomar Faculty Federation (PFF) is to clarify the nature of duties associated with and the compensation for the preparation or revision of curriculum materials by part-time faculty members.

The parties agree that preparation or revision of curriculum materials by part-time faculty members is compensable at their non-instructional hourly rate, and is a professional ancillary activity as defined by Article 4.1.10.1 *et seq.* of the Agreement between the District and the PFF.

The parties agree that, as a professional ancillary activity, time spent in curriculum development or revision shall not be included in calculating whether a part-time academic employee has been employed to teach more than 67% of the hours per week considered the maximum workload assignment for a part-time faculty. In addition, the parties reaffirm that curriculum development is exclusively a faculty matter.

The parties further agree that part-time faculty members participating in curriculum development shall, upon District request, complete a waiver which indicates their understanding that hours spent and compensated doing such curriculum development is excluded from the calculation of 67% per week hours as described above.

Curriculum development or revision by a part-time faculty member will be compensated using the following guidelines:

1. Hourly pay will be at their non-instructional hourly rate.
2. Dean and Department Chair will agree on the number of hours per course that will be compensated. Total number of hours per week employed by the District may not exceed twenty-eight (28) which is still considered part-time employment.

Dated: 10/12/16

By: 

Mike Popielski
Interim Assistant Superintendent/ Vice
President Human Resource Services

Dated: 10/12/2016

By: 

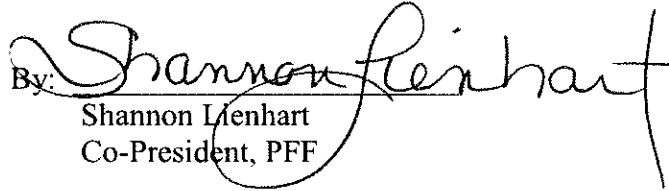
Bill Shaeffer
Rutan & Tucker, LLP
District Chief Negotiator

Dated: 10/12/16

By: 

Teresa Laughlin
Lead Negotiator, PFF

Dated: 10/12/16

By: 

Shannon Lienhart
Co-President, PFF

Dated: 10/12/16

By: 

Colleen Bixler
Co-President, PFF

DRAFT

Memorandum of Understanding
Between the Palomar Community College District
And the Palomar Faculty Federation

The purpose of this Memorandum of Understanding (MOU) between the District and the Palomar Faculty Federation (PFF) is to clarifying the nature of duties associated with the preparation of curriculum materials by part-time faculty members.

The parties agree that ^{non-instructional of SF PCL} preparation of curriculum materials by part-time faculty members is compensable at their hourly rates, and is a professional ancillary activity as defined by Article 4.1.10.1 *et seq.* of the Agreement between the District and the PFF. The parties agree that, as a professional ancillary activity, time spent in curriculum development shall not be included in calculating whether a part-time academic employee has been employed to teach more than 67% of the hours per week considered a full-time assignment. In addition, the parties reaffirm that curriculum development is a faculty matter, ~~and while non-faculty may have input into the process, non-faculty shall not develop curriculum.~~ ^{exclusively} The parties further agree that part-time faculty members participating in curriculum development shall, upon District request, complete a waiver which indicates their understanding that hours spent and compensated doing such curriculum development is excluded from the calculation of 67% per week hours as described above.

Date: 1/29/14

By:

Shannon Fenhart
PFF Co-President

Christina Moore
PFF Co-President

Dana Yoghle
PFF Lead Negotiator

John Tortorella
Assistant Superintendent/Vice President, Human Resource Services