

DISTRICT PROPOSAL NO. 1

June 19, 2017

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 Appendix F.

The purpose of this MOU is to resolve a dispute between the District and PFF regarding the interpretation and application of the stipend paid to adjunct faculty who are assigned as a Head Coach or Assistant Coach of those athletic teams identified in Appendix F.

The parties to the MOU mutually agree that this is a "No Fault" MOU. Neither party acknowledges or admits it has misinterpreted or misapplied the coaching stipend in Appendix F for adjunct faculty, nor acquiesced to or waived any different interpretation or application of the coach stipend in Appendix F for adjunct faculty.

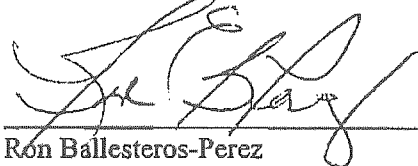
Effective upon approval of this MOU by the District's Governing Board, the parties agree to the following:

1. For all adjunct faculty who have received a stipend as a Head Coach or Assistant Coach pursuant to Appendix F of Agreement for any semester for academic years 2015-2016 and 2016-2017, and who also taught an Athletic and Competitive Sports Course ("ACS Course") for the District during this time period, the adjunct faculty member shall receive retroactive compensation calculated as follows:
  - (a) The adjunct faculty member's hourly rate, multiplied by the hours taught in an ACS Course, plus the applicable full time faculty Head Coach stipend or Assistant Coach stipend, less the amount of the stipend the adjunct faculty member earned for the ACS Course.
  - (b) If the adjunct faculty member was a Head Coach or Assistant Coach for two (2) years, the adjunct faculty member will receive the amount of the difference resulting from the calculation in (a) for two (2) years. If the adjunct faculty member was a Head Coach or Assistant Coach for one (1) year, the adjunct faculty member will receive the amount of the difference resulting from the calculation in (a) for one (1) year.
  - (c) Payment of the retroactive compensation to all eligible adjunct faculty shall be made in next payroll following the Governing Board's approval of the MOU.
2. The parties mutually agree to commence negotiations on language in a successor MOU to accurately reflect the teaching hours and stipend compensation for adjunct faculty who are Head Coaches or Assistant Coaches. The stipends to be negotiated include one (1) stipend amount for fulltime and adjunct Head Coach with appropriate

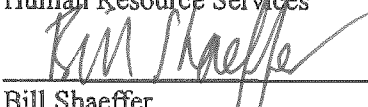
differentiation by sport. The amount of the stipends will be negotiated. The parties agree to negotiate any other detail that might apply while working on modifications to Appendix F.

3. Once the parties have reached agreement on a successor MOU to this MOU, the terms of the agreement shall be incorporated into the final Agreement between the parties once the Agreement is ratified by all PFF and adopted by the Governing Board.

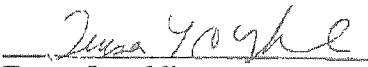
Dated: 6/27/17

  
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Ron Ballesteros-Perez  
Assistant Superintendent/Vice President  
Finance, Administrative Services  
Human Resource Services

Dated: 6/23/2017

  
\_\_\_\_\_  
Bill Shaeffer  
Lead Negotiator  
Palomar Community College

Dated: 6/21/2017

  
\_\_\_\_\_  
Teresa Laughlin  
Co-President, PFF

Date 6/22/17

  
\_\_\_\_\_  
Colleen Bixler  
Co-President, PFF

Dated: 6/20/17

  
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Jenny Fererro  
Lead Negotiator, PFF