

March 12, 2020

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”), collectively “the parties” and is in relation to Article 4- Workload and Calendar, Article 9- Leaves, and Article 20- Working Conditions.

WHEREAS, the parties have negotiated Article 7 – District Rights, specifically, Article 7.3 regarding a national and state emergency;

WHEREAS, both parties have discussed the global pandemic impacting the nation and state, Covid-19 commonly referred to as the Corona Virus, and have agreed to institute precautions to prevent and mitigate the spread of said virus during this emergency period;

WHEREAS, in the event circumstances change, the District may have to move to more restrictive measures including complete closure, which would necessitate the need for further negotiations.

THEREFORE, the following provisions shall be in effect for the remainder of Spring semester 2020:

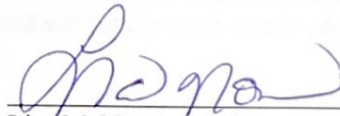
1. When possible, most courses will be taught via remote formats as of March 30, 2020, unless otherwise notified by local, state or federal government.
2. Two (2) non-instructional days will be provided on March 18 and 19, 2020 as a transition period for planning and preparing for remote instruction for faculty who teach face-to-face only.
3. Faculty whose classes cannot be moved to a remote format, or who are unable to teach in a remote format will continue to teach face-to-face unless otherwise notified by local, state or federal government.
4. Faculty can determine the form of technology they want to utilize to provide instruction to students, which may include the following:
 - Zoom
 - District Email
 - Canvas
 - Other District supported remote formats after discussion with the department chair and Dean

5. In-person and online training through Palomar College's Academic Technology Resource Center (ATRC) will be made available beginning, Thursday March 12, 2020. Registration is located on the 3PD portal.
6. Based on the potential inability of faculty to fully participate in institutional responsibilities, on-campus, for the five (5) hours per week, the above training plus any course design changes due to necessary modifications to instruction will be considered a part of said responsibilities.
7. Current Disability Resource Center (DRC) students or a student who anticipates needing specific accommodations to attend class in another format (e.g., online, conference call, phone, or email), will work directly with the Disability Resource Center ("DRC") to address their needs. This information shall be communicated with faculty who can prepare and implement the required accommodations.
8. Commencement activities will be determined upon further notice by the District and will be dependent on the seriousness or mitigation of the conditions surrounding the spread of the virus that exist at that time.
9. The regular business of the College, such as Committee meetings, will be planned, to the extent possible using District supported remote formats or not. The schedule will be maintained as is, and access to the meetings will be broadly disseminated to those who wish to attend, via email.
10. An employee whose place of residence is quarantined by County Health Officers shall receive full salary during the period of enforced quarantine. If the employee is not ill, no deduction will be made from his/her accrued sick leave.
11. In consultation with the Department Chair and the Dean, non-instructional faculty will be given the opportunity to utilize remote options for contact with students and colleagues and to fulfill their job duties wherever possible.
12. Any additional changes to workload, calendar, or access to campus and resources will be negotiated between the parties before decisions are made.

This MOU is set to expire effective May 29, 2020 and requires the approval and ratification by the Governing Board of Trustees.

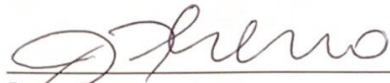
Dated: _____

3/12/20



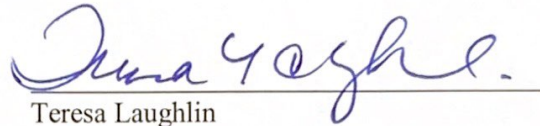
Lisa M. Norman, Ed.D., J.D.
District Chief Negotiator

Dated: 3/12/2020




Jenny Fererro
Lead Negotiator, PFF

Dated: 3-12-2020



Teresa Laughlin
Co-President, PFF

Dated: 3/12/2020

on behalf of . 

Barbara Baer
Co-President, PFF