

**January 21, 2022**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT &  
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 Article 15: Compensation.

Due to the Omicron surge in the COVID-19 pandemic, the District has implemented a delayed return to onsite work, which includes moving some face-to-face classes to online instruction between January 31, 2022 and February 21, 2022. The parties agree to the following for all full-time and part-time faculty who are scheduled to teach Spring 2022 face-to-face classes that are being moved online for the first three weeks of the Spring 2022 semester:

- Faculty members will be compensated for the preparation necessary to convert three weeks of their course to an online modality. Compensation will be provided at a rate of \$275 per unit for credit classes. Noncredit classes that are not mirrored will be compensated at a flat rate stipend of \$825 per class. This compensation will be provided to all faculty members with a scheduled face-to-face class for Spring 2022 that must meet online for the first three weeks as of the date of this MOU even if the class is subsequently canceled.
- Faculty members may select the online modality for their course for this time period (synchronous meeting online during the scheduled class days/times or asynchronous). This decision must be communicated to the Department Chair and Division Dean no later than noon on Tuesday January 25, 2022.
- Faculty members must maintain all scheduled/necessary content and contact hours.
- Faculty members must hold any planned in-person office hours remotely during the period of January 31-February 21, 2022.
- Faculty will have access to technology (including webcams and computers) provided by the District as necessary.
  - Faculty who choose to teach their course synchronously during this time period may use their on-campus office or scheduled classroom for online instruction. Part-time faculty who do not have regular access to an office may request access to an office via their Dean.
  - Faculty who choose to teach their course asynchronously during this time period must work from off campus/remote sites.
- Enrollment drops that may occur in any of these classes will not automatically be deducted from future planning allocations and will be discussed accordingly with the affected programs and division.

- Faculty who are assigned to teach any of these classes who are not certified to teach online will not lose pay or have to use sick time for the online portion of the class. The Department Chair and Dean will work to assign certified substitutes to these sections, and the assigned faculty member must work collaboratively with the substitute instructor.

Counselors (academic and categorical) will be given the opportunity to meet their counseling load for the first three weeks of the Spring 2022 semester remotely, without impact on their load.

Librarians will be given the opportunity to meet their load for the first three weeks of the Spring 2022 semester remotely, without impact on their load.

ECELS faculty are not impacted and will work onsite as usually scheduled.

If it is determined that the return to onsite work for Spring 2022 will be delayed beyond February 21, 2022, the parties agree to negotiate further.

This is a non-precedent setting MOU.

Dated: 1/21/22

*David Joseph Montoya III*  
David Joseph Montoya III (Jan 21, 2022 16:58 PST)

David Montoya  
Assistant Superintendent/Vice President, Human  
Resource Services

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

*Jenny Fererro*

Jenny Fererro  
Lead Negotiator, PFF

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

*Teresa LC Laughlin*

Teresa Laughlin  
Co-President, PFF

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

*Barbara Baer*  
Barbara Baer (Jan 21, 2022 17:00 PST)

Barbara Baer  
Co-President, PFF