

Memorandum of Understanding
between the
Palomar Faculty Federation
and the
Palomar Community College District

In order to more effectively implement the mutual intent of the parties, the Palomar Faculty Federation (the “Federation”) and the Palomar Community College District (the “District”) hereby modify those particular terms of the collective bargaining Agreement between them, as set forth below. The terms of this Memorandum of Understanding shall be effective immediately upon its execution by both parties.

Preferential Consideration list for Part-time Faculty

Section 20.10.1.2 is amended as follows:

Student evaluations obtained at Palomar College prior to ~~2003-2004~~ 2005-2006 academic year shall be deemed equivalent to a qualifying peer evaluation if the faculty member received a rating of *Satisfactory* (i.e., a rating of 3.0 or higher).

Final evaluation reports—time for the evaluatee to review and comment

The first paragraph, only, of Section 17.5 is amended as follows:

Final evaluation reports for all faculty members (regardless of status) shall be filed in the evaluatee’s official personnel file. However, an evaluation document will not be entered or filed in a faculty member’s personnel file until the faculty member is given notice and an opportunity to review and comment thereon. Such notice will allow ten (10) ~~faculty duty days~~ Business Days for review and comment. This ten-day (10-day) period may be extended only with the mutual written agreement of the Assistant Superintendent/Vice President for Human Resource Services or designee and the faculty member.

“Faculty Duty Days” and “Business Days”

Section 17.8 is amended as follows:

A Business Day shall be a day when the District offices are scheduled to be open, but shall exclude Saturdays and Sundays.

~~A “faculty duty day” shall be a day when the evaluatee has an on- or off-campus assignment under the terms of his/her annual contract. (For example, most faculty members have 176 faculty duty days in a calendar year.) A Saturday or Sunday shall be considered a duty day only if it is part of the faculty member’s regular assignment.~~

Composition of the Tenure Evaluation Committee

Section 17.13.1 is amended as follows:

A Tenure Evaluation Committee will be established for each probationary (contract) faculty member to include the following ~~six (6)~~ five (5) academic employees:

1. The Department Chair, or his/her designee, who will serve as Chair.

2. The Vice President responsible for the faculty member, or his/her designee
3. The Dean or first-level educational administrator to whom the probationary faculty member reports, or his/her designee
4. ~~Two (2)~~ One (1) permanent faculty members from the evaluatee's discipline selected by the Department Chair. If the size of the department or other circumstances do not facilitate such an appointment, a permanent faculty member from a related discipline will be appointed.
5. A permanent faculty member from another department recommended by the TERB Coordinator and approved by the Vice President responsible for the faculty member.

Composition of the Peer Review Committee

Section 17.14.2 is amended as follows:

A Peer Review Committee (PRC) will be established for each permanent (regular) faculty member at least once in every three (3) years, to include the following ~~three (3)~~ two (2) academic employees:

1. The Department Chair (or his/her designee) shall serve as the Chair of the PRC. However, if the evaluatee is the Department Chair, another permanent faculty member from that department shall be appointed by the Faculty Senate to serve as Chair of the PRC.
2. ~~Two (2)~~ One (1) permanent faculty members from the evaluatee's department, ~~One (1) faculty member shall be selected by the evaluatee, and one (1) faculty member shall be selected jointly by the evaluatee and the Department Chair. If the size of the department or other circumstances do not facilitate such an appointment, a permanent faculty member from a related discipline will be appointed.~~

Evaluatee's challenge regarding membership of either the TEC or PRC

Section 17.13.2 is amended as follows:

The probationary faculty member may challenge within ten (10) ~~faculty duty days~~ Business Days of appointment any of the ~~three (3)~~ two (2) faculty members assigned to the probationary faculty member's TEC. The challenge must be in writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the TERB Coordinator within ten (10) ~~faculty duty days~~ Business Days of the appointment of the challenged member. The challenge may be granted only upon a majority vote of the entire TERB.

Section 17.14.4 is amended as follows:

The permanent faculty member may challenge within ten (10) ~~faculty duty days~~ Business Days of appointment either the Department Chair or the Department Chair's designee ~~three (3) faculty members~~ assigned to the faculty member's PRC. The challenge must be in writing, must provide a clear statement of the reason(s) for the challenge, and must be postmarked or actually received by the TERB Coordinator within ten (10) ~~faculty duty~~

~~days~~ Business Days of the appointment of the challenged faculty member(s). The challenge may be granted only upon a majority vote of the entire TERB.

Full evaluation in third year of probationary service

Section 17.12 is amended as follows:

Probationary (contract) faculty members will be evaluated at least once in each academic year until they are granted permanent status or are released at any time prior to be granted tenure. In each academic year, the evaluation shall include observations by members of the TEC, student evaluations and a written summary report reflecting both the TEC members' observations and the student evaluations.

Date: September ____, 2005

For the Federation:

For the District:

Co-President

Vice Chancellor for Human Resources

Co-President