

SBCC Memorandum of Understanding

Meet and Confer With Non-Credit Instructors



SANTA BARBARA CITY COLLEGE

January 1, 2007 through December 31, 2008

SBCC Memorandum of Understanding: Meet and Confer With Non-Credit Instructors

1. Purpose of Memorandum

This Memorandum is intended to be a comprehensive statement of compensation and other rights related to issues of employment given to the non-credit instructors of Santa Barbara City College.

This represents the previously agreed upon rights granted to non-credit instructors through past meet and confer processes that will remain in effect and additional rights granted for the period from January 1, 2007, through December 31, 2008.

2. Non-Credit Instructors Group Defined

The non-credit instructors group includes all employees who teach through the Continuing Education Division of Santa Barbara City College. This group is represented by the Continuing Education Instructors Association (CEIA).

3. Equitable Treatment Provision

Non-credit instructors are entitled to whatever applicable increases in compensation are negotiated for general salary schedule increase with the staff and faculty union although such increases may not necessarily be distributed retroactively to individual employees.

4. Compensation

2007

For the 2007 calendar year, the salary schedule will be increased by 5.92%. The increase will be applied to salaries effective January 1, 2007.

2008

For the 2008 calendar year, the salary schedule will be increased by the percentage increase to the Cost of Living Adjustment (unrestricted general funds) included in the signed 2007/08 state budget as reflected on the 2007/08 First Principal Apportionment document.

5. Salary Schedule

Non-credit instructors will be paid according to the salary schedule as referenced in Appendix A.

6. Guidelines for Administration of Non-Credit Group Salary Schedule

6.1 Salary placement on this salary schedule shall be determined by the District according to the following criteria:

6.1.1 Regular contract instructors with the Santa Barbara Community College District who also teach as non-credit instructors shall be granted one step for each complete year of teaching experience (75 percent or more of the days in the contract college year) in the Santa Barbara Community College District.

6.1.2 Non-credit instructors, other than those referred to in Section 2a, are placed on Step 1. A one-step advance is permitted after completion of each 190 clock hours of non-credit hourly teaching assignments in the District. New totals are computed once each year on the basis of hours taught for the Summer, Fall, Winter and Spring Terms. Advancement to the next higher step, when earned, will become effective at the beginning of the following Fall Term.

6.2 Lecture/Lab:

Compensation for 3-hour, non-credit lab classes is computed at 2 hours of laboratory rate and 1 hour of lecture rate. Compensation for 2-1/2 hour, non-credit lab classes is computed at 2 hours of laboratory rate and 1/2 hour of lecture rate. Compensation for 2-hour, non-credit laboratory classes is computed at 1-1/2 hours of laboratory rate and 1/2 hour at lecture rate.

6.3 Large classes:

Determination of extra pay for large classes will be done after attendance rosters have been turned in to the programmer. Only classes which are a series of five or more meetings will be eligible. Faculty will be compensated at one and one-half times the regular hourly rate for an average attendance of 60 or more students. Faculty will be compensated at twice the regular hourly rate for an average attendance of 90 or more students.

7. Guidelines for Placement and Advancement on the Credit Adjunct Instructor Salary Schedule

7.1 Placement:

Effective August 2005, for the purposes of initial placement on the Credit Adjunct Salary Schedule, adjunct instructors teaching credit courses will advance one step for every 525 hours of teaching non-credit courses offered as part of the College's Continuing Education Division.

7.2 Advancement:

Assuming instructors teaching credit courses spend a minimum of 1 hour outside of class (e.g., preparation of lectures, grading papers, office hours, completing administrative requirements pertaining to the class) for every lecture hour in class (teaching load unit/TLU), it would require 35 hours of time per lecture credit TLU. For the purpose of initial placement and advancement on the Credit Adjunct Instructor Salary schedule, credit adjunct instructors would be advanced one step for every 15 credit TLUs/525 hours of non-credit instruction (15 TLUS x 35 hours per TLU = 525 hours) taught in the college's Continuing Education Division

8. Full-time Equivalent Agreement Required for Part-Time Community College Instructors

8.1 Pursuant to Education Code Section 22138.5 (6) the full time equivalent for Santa Barbara Continuing Education instructors is 25 hours of instruction.

9. Jury Duty

Hourly non-credit instructors shall receive jury duty leave in the same manner as provided for contract/regular faculty, in accordance with the provisions of District Policy 2022.9 (c), Judicial Appearances. When deemed necessary by the Vice President of Continuing Education, the District shall provide substitutes for the classes of those absent on jury duty

10. Participation in Tax Sheltered Annuity Program

Non-credit instructors who regularly work half time or more for the SBCC Continuing Education Program shall be entitled to participate in the District's tax sheltered annuity plan (403b) program through college payroll deductions.

"Half-time" for non-credit Continuing Education teaching faculty shall be defined as 12 ½ teaching hours or more per week in any term.

"Regular work" is defined by Fall, Spring, and Winter term assignments exclusive of summer school or any special assignments. Teaching in the summer program does not affect eligibility for TSA participation.

Initial participation for non-credit teaching faculty requires completion of three consecutive terms or quarters of 12 ½ teaching hours a week. Participation thereafter requires an average load of 12 ½ teaching hours each term as described above every three consecutive terms or quarters.

Adjunct teaching in the SBCC credit and non-credit programs may be combined to meet the requirement of "half-time" teaching under this section.

11. Course Enrollment Fee Waivers

Any instructor currently teaching in the non-credit program is eligible to enroll in one Continuing Education enrollment fee class each term without paying the enrollment fee consistent with Continuing Educations procedures for such course enrollment. It will be the enrolled instructor's responsibility to apply for the fee waiver in advance of the first class meeting. No refunds will be made to instructors who are eligible for but do not apply for the waiver until after the fee is paid.

Any instructor currently teaching in the non-credit program is eligible to enroll in and audit one credit course each semester without paying the enrollment fee or health fee consistent with credit program procedures for such course enrollment.

12. CEIA President

The President of the SBCC Continuing Education Instructors Association shall be on the distribution list for Board Agendas and the District Policy Manual.

13. MOU Replaces and Supercedes Previous MOUs

This Memorandum of Understanding replaces and supercedes all previous memoranda of understanding between the District and Non-Credit Instructors regarding compensations and other rights accorded non-credit instructors by the District.

/s/ _____
BONNIE BLAKLEY
President,
SBCC Continuing Education Instructor's
Association

/s/ _____
JOHN ROMO
Superintendent/President
Santa Barbara City College

Board approved: 1/25/07

Appendix A – Non-Credit Salary Schedule

Santa Barbara City College
NON-CREDIT HOURLY SALARY SCHEDULE
EFFECTIVE JANUARY 8, 2007

STEP		RATE
1		51.16 Lec 38.40 Lab
2	(190 hours)	53.58 Lec 40.15 Lab
3	(380 hours)	55.97 Lec 42.07 Lab
4	(570 hours)	58.39 Lec 43.78 Lab
5	(760 hours)	60.80 Lec 45.66 Lab
6	(950 hours)	63.22 Lec 47.46 Lab