

**SBCC Memorandum of Understanding
Meet and Confer
with Noncredit Faculty**

July 1, 2018 – June 30, 2019



SBCC Memorandum of Understanding Meet and Confer with Noncredit Faculty

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 noncredit faculty of Santa Barbara City College. This represents the previously agreed upon rights granted to noncredit faculty through past meet and confer processes that will remain in effect and additional rights granted for the period from July 1, 2018 through June 30, 2019.

2. Noncredit Faculty Group Defined

The noncredit faculty group includes all employees who teach noncredit courses through the SBCC School of Extended Learning and/or through Santa Barbara City College.

3. Equal Treatment Provision

Noncredit 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

Noncredit faculty are paid in accordance with "Salary Schedule 25: Noncredit Adjunct Instructor Salary Table" as referenced on the SBCC Human Resources website. Salary placement on this salary schedule shall be determined by the District according to the following criteria:

4.1 Salary Placement

4.1.1 Regular contract faculty with the Santa Barbara Community College District who also teach as noncredit faculty 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.

4.1.2 Noncredit faculty are placed on Step 1. A one-step advance is permitted after completion of each 190 clock hours of noncredit hourly teaching assignments in the District. New totals are computed once each year on the basis of hours taught for the Summer sessions, Fall, and Spring semesters. Advancement to the next higher step, when earned, becomes effective at the beginning of the following Fall semester.

4.2 Lecture/Lab Compensation

Noncredit Faculty are paid in accordance with the number of lecture and lab hours assigned to a course as approved in the Course Outline of Record (COR) and as subsequently scheduled in Banner. Noncredit faculty are paid at the lecture rate for the total lecture hours, and at the lab rate for the total lab hours as per the COR.

4.3 Large Class Compensation

4.3.1 Pursuant to AP 7210, Academic Employees: Faculty, for any class that meets at least six times and has an enrollment of 61-96 students, compensation will be at one and one-half times the regular hourly rate. For any class that meets at least six times and has an enrollment of at least 97 students, compensation will be at twice the regular hourly rate. The determination of class size for establishing the rate of compensation shall be based upon the enrollment figures at the end of the second week. Teaching large classes is voluntary.

4.4 Noncredit Faculty Placement and Advancement on the Credit Adjunct Instruction (Salary Schedule 11)

4.4.1 Placement: For purposes of initial placement on the Credit Adjunct Instruction salary schedule, adjunct instructors teaching credit courses will advance one step for every 525 hours of teaching noncredit courses offered as part of the College's Extended Learning programs.

4.4.2 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 noncredit instruction (15 TLUS x 35 hours per TLU = 525 hours) taught in the college's Extended Learning Programs.

4.5 Noncredit Faculty Liaison Role, Curriculum Development Rights, and Compensation

4.5.1 As needed, a noncredit faculty member may be asked to serve as a liaison or coordinator for a particular program. The role of a liaison or coordinator is akin to that of a

credit chair, with scheduling, curriculum and evaluations as the primary functions of the liaison.

- 4.5.2** Noncredit faculty are entitled to develop noncredit courses and programs, but must comply with collaborative and noncompetitive concepts contained in the SBCC noncredit Curriculum Guide, reviewed and approved periodically by the Academic Senate.
- 4.5.3** Noncredit faculty may be compensated for liaison or coordinator work or curriculum development work through approved stipends in accordance with SBCC policy.

5. Evaluation of Noncredit Faculty

- 5.1** All new and continuing noncredit faculty shall be evaluated by a peer from the Extended Learning programs as assigned by the area Vice President or designee. All assigned evaluators are trained to properly observe and evaluate performance relative to an approved Extended Learning course outline, in an equitable, fair, legal and effective manner.
- 5.2** A noncredit faculty member that also teaches credit courses, only the credit evaluation procedure applies.
- 5.3** The responsibility for noncredit faculty evaluation rests solely with the noncredit faculty. Peer review guides the evaluation process. Extended Learning shall allocate resources to achieve the following:
 - (a) training of noncredit faculty evaluators with regard to the conduct of fair, legal, and effective faculty evaluations;
 - (b) support for evaluation procedures;
 - (c) effective and meaningful opportunities for growth and improvement of performance.
- 5.4** The evaluation of all noncredit faculty shall be directed toward the achievement of the following objectives:
 - (a) To ensure quality instruction and student support services;
 - (b) To share ideas for quality instruction and service to students with other faculty;
 - (c) To identify areas of strength and/or areas needing improvement, and to develop a plan for improvement, if needed.
- 5.5** It shall be the responsibility of each noncredit faculty group member to participate in his/her own evaluation. The Vice President of the School of Extended Learning (or designee) is responsible for ensuring that evaluations are completed on schedule and according to procedure.
- 5.6** Evaluations are based on the following performance criteria:
 - 5.6.1** Demonstration of expertise in academic discipline and/or area of assignment;
 - 5.6.2** Effectiveness in teaching and/or performance of job responsibilities;
 - 5.6.3** Adherence to the mission of the college and School of Extended Learning;

5.6.4 Fulfillment of noncredit responsibilities to the District with respect to adhering to the COR, entering positive attendance, grades and SLOs in a timely manner, responding in a timely manner to official college communication; and fulfilling any other District obligation of noncredit faculty.

5.7 Evaluation Process

- 5.7.1** All new noncredit faculty shall be evaluated during the first, second, and fourth consecutive semesters of employment or re-employment even if a break in service occurs. Noncredit faculty who teach solely in the summer shall be evaluated in the first, second, and fourth consecutive summer sessions of employment or re-employment. All continuing noncredit faculty (i.e., those who have been evaluated during the first, second, and fourth consecutive semesters of employment or re-employment) shall be evaluated at least once every three years. Noncredit faculty returning after a leave of absence of two or more semesters who have been evaluated at least three times shall be evaluated the semester they return and then at least once every three years.
- 5.7.2** The area Vice President (or designee) shall provide the evaluator (as identified by the Area Vice President) with a list of noncredit faculty who must be evaluated. By the second week of instruction, the evaluator shall inform the evaluatee of the evaluation in the current semester. The evaluator may not assign a designee.
- 5.7.3** The evaluator shall review a copy of the most recent confidential evaluation report. The evaluator shall also communicate with the evaluatee regarding the materials the evaluatee needs to provide as well as to set up times for observation and distribution of student/client surveys with a minimum one-week notice.
- 5.7.4** The evaluatee shall provide all course syllabi. At the discretion of the evaluator, the evaluatee shall also provide assignments used to determine achievement of the course student learning outcomes plus any other relevant course/job performance materials such sample course participation assignments, and/or web-based course materials for review by the evaluator.
- 5.7.5** The evaluator shall observe the evaluatee in the performance of his/her duties for a minimum of 50 minutes of instruction. For faculty who teach online courses, an evaluator will be trained to review pedagogy used in the delivery of the online class and evaluate evidence of regular, effective, and substantive faculty-student contact.

- 5.7.6** The evaluator shall administer an anonymous written student/client survey in all sections taught (except co-requisite laboratory courses, unless it is the only section taught). The student/client survey can be customized to the needs of the program and approved by Academic Senate. The surveys shall be conducted by the evaluator (or designee) without the evaluatee present. Student/client survey data are confidential and private personnel information, not public documents, and they are components of an employee's performance evaluation. To ensure objectivity and independence there shall be no discussion about the faculty member or the course prior to the distribution and collection of the student surveys.
- 5.7.7** After the observation and collection of student/client surveys, the evaluator shall prepare an evaluation packet that includes a determination of satisfactory, needs improvement, or substandard. The evaluator, in consultation with the area Vice President and program manager, shall make this determination. The evaluator shall give a copy of the evaluation packet to the evaluatee. The evaluation packet, signed by the evaluator, the area Vice President, and the evaluatee, shall include the following:
- (a) A compilation of the student surveys, including an accurate tabulation of qualitative results and a transcription of written student survey data that protects the anonymity of the individual student responses.
 - (b) Noncredit Faculty Observation with evaluator's written comments (observations, student/client surveys and discussion, and evaluation of additional activities approved by the department if applicable).
 - (c) Noncredit Faculty Evaluation Summary indicating the overall performance of the noncredit faculty member (satisfactory, needs improvement, substandard).
- 5.7.8** The evaluatee's signature on the Observation and Evaluation Summary forms indicates understanding of the evaluation, not necessarily agreement with the content. An evaluation is considered complete once the evaluator has signed the Evaluation Summary Form and all required components of the packet have been shared with the evaluatee.
- 5.7.9** The evaluation packet shall be completed by the last day of the semester as designated on the District calendar for the semester in which the evaluation is conducted and a copy shall be given to the evaluatee. The completed evaluation packet shall be submitted to the area Vice President within 5 business days after the last day of semester as designated on the District calendar for the semester. With the exception of an optional addendum from the evaluatee, no alterations or additions shall

be made to the evaluation report once the evaluatee has signed it. An evaluatee's optional addendum must be submitted within 10 days to the area Vice President. The office of the area Vice President shall keep completed evaluations electronically. All persons involved in any evaluation activity are expected to treat information obtained in the course of the evaluation confidentially.

- 5.7.10 Needs Improvement.** If a noncredit faculty member receives an evaluation of Needs Improvement, the evaluator, the evaluatee, and the area Vice President shall develop a written faculty professional development plan for improvement. The plan for improvement shall include a statement of specific areas needing improvement (based on the applicable Performance Criteria) and the measures for determining if improvement has occurred. This plan shall become part of the evaluation packet. The evaluatee and the evaluator will sign the plan for improvement by the last day of the semester as designated on the District calendar for the semester in which the evaluation is conducted. The plan is considered complete once signed by the evaluatee and evaluator. A copy of the plan shall be submitted to the area Vice President as part of the evaluation report. The evaluatee may submit comments about the plan and these comments become part of the evaluation packet.
- 5.7.11** A follow-up evaluation shall occur in the next immediate assigned semester. The evaluator shall indicate in a written report whether or not the specific areas for improvement have been satisfactorily achieved. If the plan for improvement is satisfactorily achieved, no additional requirements will be placed on the evaluatee and he/she will return to satisfactory status in the evaluation cycle. If the evaluator in consultation with the area Vice President determines that the plan for improvement is not satisfactorily achieved, then they will determine whether to designate the evaluation as Needs Improvement or Substandard.
- 5.7.12 Substandard.** If the evaluator in consultation with the area Vice President determines that the evaluatee's performance is substandard, the evaluatee will not be rehired. The evaluatee maintains his/her due process rights throughout the evaluation, and may seek redress through the grievance process as enumerated in BP/AP 7216 Faculty Grievances.
- 5.7.13 Short Courses.** Short courses are those that meet for 16 or fewer hours per course per term. Noncredit faculty whose sole assignment is one or more short courses shall be observed in the first term of employment as outlined above. Student surveys will also be conducted in all courses in the first and in subsequent terms if the faculty member is rehired. If the result

of the initial observation is Satisfactory, the faculty member will be reevaluated three years from the initial term of observation unless student survey results in subsequent semesters indicate a need for improvement. In any instance when the evaluation and/or student survey data indicate Needs Improvement or Substandard, the procedures for the evaluation of the noncredit faculty outlined above, shall apply.

5.7.14 The Observation Report and Evaluation Summary Report are attached as Appendix A.

6. Procedures for Noncredit Faculty Reassignment Rights

6.1 Scheduling Priorities

Course offerings are created according to the School of Extended Learning strategy to offer courses and programs that best serve student needs. Program leaders (Vice President, managers and assigned noncredit faculty liaisons/coordinators) have sole discretion and the primary responsibility for determining noncredit faculty assignments based on qualifications and experience.

6.2 Assignment of Noncredit Faculty

All noncredit faculty assigned to teach a course must (1) meet the State-mandated minimum qualifications for the discipline; (2) demonstrate an ability to prepare adequately for a specific course; (3) possess effective teaching skills; and (4) demonstrate an appreciation for equity and diversity.

6.3 Seniority Rehire Preference

After offering a course (no matter its length) for four consecutively offered semesters (not including summer sessions), and with two consecutive "Satisfactory" evaluations, a noncredit faculty member will attain seniority rehire preference for that specific course.

6.4 Needs Improvement or Substandard Evaluations

A noncredit faculty member loses seniority in rehire preference with two consecutive "Needs Improvement" evaluations, and shall not receive any teaching assignments after one "Substandard" evaluation.

6.5 Breaks in Service

A noncredit faculty member will lose rehire preference if unavailable to teach a course (no matter its length) for two consecutive semesters (not including summer sessions). After a break in service, seniority rehire preference can be reestablished in accordance with paragraph 6.3 above.

6.6 Grievance

If a noncredit faculty member believes that this procedure has been violated, a grievance may be filed pursuant to AP 7216.

7. Academic Senate Seat

The Immediate Past President or President-Elect of the Academic Senate will solicit nominees for the noncredit part-time faculty senator not later than the second (2nd) week of the semester whenever there is a vacancy. Candidates must be noncredit faculty to be considered for election, and the candidate receiving a majority of votes cast will be elected. The noncredit senator will serve for a period of three years contingent on continued employment with the District.

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

Pursuant to Education Code Section 22138.5 (6) the full time equivalent for School of Extended Learning faculty is 25 hours of instruction per week.

9. Sick Leave

9.1 Hourly noncredit faculty shall accrue sick leave at the rate of one (1) hour for each seventeen (17) hours of service. Such accumulated sick leave is available for use only after the member has taught thirty-six (36) hours.

9.2 Adjunct faculty may claim up to 60% of their annually accrued sick leave, accumulated and carried over from the prior academic year, for use for Personal Necessity.

9.3 All unused sick leave shall be cumulative from year to year unless there is a break in service of three (3) semesters or more. If adjunct employees become contract or regular employees, their accumulated sick leave shall remain credited to the employee.

10. Jury Duty

Hourly noncredit faculty 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 Extended Learning, the District shall provide substitutes for the classes of those absent on jury duty.

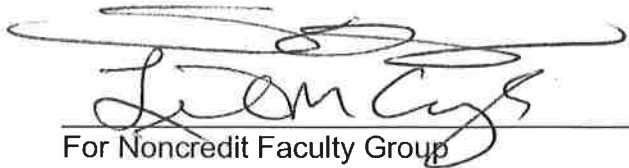
11. Participation in Tax Sheltered Annuity Program (TSA)

Noncredit faculty who regularly work half time or more for the SBCC School of Extended Learning shall be entitled to participate in the District's tax sheltered annuity plan (403b) program through college payroll deductions. Half-time for noncredit Extended Learning faculty shall be defined as 12.5 teaching hours or more per week in any term. Regular work is defined by Fall and Spring semester assignments exclusive of summer sessions or any other special assignments. Teaching during summer sessions does not affect eligibility for TSA participation. Initial participation for noncredit faculty requires completion of three consecutive semesters of 12.5 teaching hours per week. Participation thereafter requires an average load of 12.5 teaching hours per semester as described above every three consecutive semesters. Adjunct teaching in the SBCC credit and noncredit

programs may be combined to meet the requirement of half-time teaching under this section.

12. MOU Replaces and Supersedes Previous MOUs

This Memorandum of Understanding (MOU) replaces and supersedes all previous Memoranda of Understanding between the District and noncredit faculty regarding compensation and other rights accorded noncredit faculty by the District. This MOU shall remain in full force and effect up to and including June 30, 2019 and shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, 2019 or March 15 of subsequent years, of its request to modify, amend or terminate this MOU.



For Noncredit Faculty Group

12/12/2018

Date: 12.12.2018

For Santa Barbara Community College District

Date: _____

**Appendix A
Observation Report
Evaluation Summary Report**



Noncredit Instructor Evaluation Summary

Name: _____
(Please print evaluatee's name)

Semester/Year: _____

Overall Evaluation:

_____ **Satisfactory** with regard to each of the applicable District Performance Criteria

_____ **Needs Improvement** with regard to each of the applicable District Performance Criteria.
(Include Plan for Improvement as outlined in MOU for Noncredit Instructors).

_____ **Substandard** with regard to each of the applicable District Performance Criteria.

Acknowledgment of Receipt:

Evaluatee: _____ Date: _____ Signature: _____
(print name)

By signing above, the evaluatee acknowledges: I have received this evaluation and understand that I have ten days from this date to submit an optional addendum to the evaluation packet. My signature does not necessarily indicate agreement with the content.

Area V.P. _____ Date: _____ Signature: _____
(print name)

Evaluator: _____ Date: _____ Signature: _____
(print name)

**Noncredit Instructor
Observation Report**

Name: _____
(Please print evaluatee's name)

Date: _____
(Date of observation)

Course: _____

<p>I. Currency and Depth of Knowledge:</p>	<p>Check one:</p> <p><input type="checkbox"/> Needs Improvement*</p> <p><input type="checkbox"/> Meets Expectations</p>
<p>II. Methods and Techniques of Instruction/Responsiveness to Students:</p>	<p>Check one:</p> <p><input type="checkbox"/> Needs Improvement*</p> <p><input type="checkbox"/> Meets Expectations</p>
<p>III. Organizational Skills:</p>	<p>Check one:</p> <p><input type="checkbox"/> Needs Improvement*</p> <p><input type="checkbox"/> Meets Expectations</p>
<p>IV. Professional Responsibilities:</p>	<p>Check one:</p> <p><input type="checkbox"/> Needs Improvement*</p> <p><input type="checkbox"/> Meets Expectations</p>

**Comments regarding performance that does not meet expectations should include specific citations of weakness and specific recommendations for improvement.*

Evaluator: _____ Date: _____ Signature: _____

Area V.P. _____ Date: _____ Signature: _____

ACKNOWLEDGMENT OF RECEIPT:

Evaluatee: _____ Date: _____ Signature: _____

By signing above, the evaluatee acknowledges: I have received this evaluation and understand that I have ten days from this date to submit an optional addendum to the evaluation packet. My signature does not necessarily indicate agreement with the content.

Observation Criteria

The following criteria are provided to assist the evaluator in the preparation of the observation report. Effective performance may include, but is not limited to the following:

Currency and Depth of Knowledge

- Material presented relates to course and class outlines (COR)
- Material presented requires students to generalize, compare, contrast, analyze or synthesize
- Material is presented at a level promoting student understanding
- Identifies questions appropriate to the course or current discussion

Methods and Techniques of Instruction/Responsiveness to Students

- Engaged students so they remain for entire class/laboratory session
- Employs visual aides/handouts
- Instructor talks to the class
- Talks to the class using understandable vocabulary and patterns of speech
- Nonverbal communication supports instruction and sustains attention
- Humor, voice levels and eye contact are used appropriately
- Divergent points of view are noted where appropriate for understanding
- Students are addressed by name
- Questions are used to engage students
- Key student contributions are summarized
- Promotes positive attitudes of students toward fellow students
- Responds positively to student nonverbal clues indicating boredom, curiosity, confusion, or frustration

Organizational Skills

- Handled students coming late/leaving early appropriately
- Instructor arrives on time and holds class for the assigned time
- Sufficient time is given for responses to and from students
- Visual aides/handouts are visible, clear, and organized
- Instructor responds to individual/group needs

Professional Responsibilities

- Submits required materials (course syllabi, rosters, grades) in a timely manner
- Participates in the assessment of the effectiveness of student learning