



Agreement Between the
Santa Barbara Faculty Association
and the
Santa Barbara Community College District

Santa Barbara, California

July 1, 2021-June 30, 2024

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ARTICLE 1: RECOGNITION

The District hereby acknowledges that the Association is the exclusive bargaining representative for that unit of employees set forth in the Public Employment Relations Board Certification of Representation, as amended, as follows:

1.1 Bargaining Unit Members

- a. All regular contract, tenured and tenure-track faculty employed by the District (including those faculty previously identified as regular, certificated faculty); and
- b. All temporary, full-time contract faculty employed in the Credit Division of the District; and
- c. All part-time faculty employed in the Credit Division of the District

ARTICLE 2: COMPENSATION

General Allocation

2.1 GENERAL SALARY ADJUSTMENT

2.1.1 Retroactive to July 1, 2022, all credit faculty-related salary schedules will be increased by 8%.

2.1.2 Effective July 1, 2023, all faculty-related salary schedules will be increased by 90% of the funded Cost-of-Living Adjustment (COLA) percentage for Community Colleges, which has been approved in the 2023-2024 State of California Enacted Budget.

2.1.3 Effective July 1, 2023, one additional step will be added to the last step of part-time credit faculty schedules 9 and 11. The step adjustment per section 2.1.3 is to be implemented starting with the Fall 2023 semester.

2.2 CREDIT CONTRACT AND REGULAR FACULTY

2.2.1 Compensation is determined following the guidelines of this article.

2.3 CREDIT PART-TIME FACULTY SALARY

2.3.1 Instructional Credit part-time faculty salary Schedule 11 will be derived from Salary Schedule 10, class II, steps 1 through 9 using the following formula for each step: STEP divided by 525 (historically derived when the traditional semester was 17.5 weeks: lecture TLUs (15) times weeks per year (35)) times 70%. As an example, for the 2023/24 academic year the lecture hourly rate for step 1 would be: \$77,128 divided by 525 times 70% equals \$102.90 per hour

2.3.2 Non-instructional part-time faculty (Schedule 9) will be paid in accordance with the current formula (i.e., 7/8 of class 2, steps 1-11 (as appropriate), divided by 1225 (historically derived when the traditional semester was 17.5 weeks: 35 hours per week times 35 weeks per year). As an example, for the 2023/24 academic year the hourly rate for class II, step I would be: \$77,128 ~~63,071~~ divided by 1225 times 87.5% equals \$55.09 per hour

2.4 CONTRACT AND REGULAR COSMETOLOGY FACULTY SALARY SCHEDULE

2.4.1 Contract and regular cosmetology faculty will be placed (and paid pursuant to their placement) on the credit faculty salary schedule (Schedule 10) Cosmetology instructors will be paid at their daily rate for their extended work year. If a cosmetology instructor works beyond the extended work year, e.g., during summer, the instructor will be paid at the summer session rate (Schedule 9).

2.4.2 The work week is 35 hours. The District will continue to have flexibility in scheduling Cosmetology faculty throughout the week, including Saturdays.

2.5 PART-TIME COSMETOLOGY INSTRUCTOR SALARY SCHEDULE

2.5.1 Part-time cosmetology instructors will be placed (and paid pursuant to their placement) on the Part-time Hourly Counselors, Librarians and other Non Instructional Faculty Salary Schedule (Schedule 9). Schedule 9 will be paid in accordance with the current formula (i.e., 7/8 of class II, steps 1-9 (as appropriate), divided by 1225 (35 hours per week time 35 weeks per year). As an example, for the 2023/24 academic year the hourly rate for class II, step 1 would be: \$77,12 divided by 1225 times 87.5% equals \$55.09 per hour.

2.6 PART-TIME INSTRUCTOR CHILDREN'S CENTER SALARY SCHEDULE

2.6.1 The part-time rate will be determined as 80% of the regular Children's Center faculty schedule (Schedule 13). The formula will be based on a work year of 1400 hours. The formula to be applied will be to divide the regular schedule (Schedule 13) by 1400 hours and then multiply by 80% to obtain the part-time rate.

2.7 SABBATICAL LEAVES

2.7.1 A total of four full academic year sabbaticals will be funded each year.

2.8 SALARY SCHEDULES

2.8.1 Current Schedules

Current unit salary schedules are attached as follows:

- a. Credit Educational Support Overload/Summer/Part-Time Faculty Salary Schedule (Schedule 9)
- b. Full-Time Faculty Salary Schedule (Schedule 10)
- c. Credit Instructional Overload/Summer/Part-Time Faculty Salary

- Schedule (Schedule 11)
d. Orfalea Early Learning Center Full-Time Salary Schedule (Schedule 13)

2.9 REOPENING RIGHTS DURING TERM OF CONTRACT

2.9.1 The Faculty Association and the District each have the right to reopen the contract on salaries, benefits and two additional items of their choice in years 2 and 3 of the contract.

2.10 GUIDELINES FOR ADMINISTRATION OF THE CONTRACT AND REGULAR FACULTY SALARY SCHEDULE

2.10.1 General Placement on the Credit Contract and Regular Salary Schedule (Schedule 10) shall be determined by the District according to the following criteria after receipt of appropriate verification of training and experience.

2.10.2 Definition of Classes for Hires

CLASS I

- a. Bachelor's Degree, or less
- b. Associate Degree plus 6 years full-time related experience for instruction in the vocational disciplines

CLASS II

- c. Master's Degree
- d. Bachelor's Degree plus 2 years full-time related experience, for instruction in the vocational disciplines

CLASS III

- e. Master's Degree plus 45 upper division or graduate units beyond a Bachelor's Degree. The units must be in a discipline relevant to the assignment with the District or to pedagogy/instruction.
- f. Bachelor's Degree plus 15 units plus 2 years full-time related experience, for instruction in the vocational disciplines

CLASS IV

- g. Master's Degree plus 60 upper division or graduate units beyond a Bachelor's Degree. The units must be in a discipline relevant to the assignment with the District or to pedagogy/instruction.
- h. Bachelor's Degree plus 30 units plus 2 years full-time related experience, for instruction in the vocational disciplines.

CLASS V

- i. Master's Degree plus 75 upper division or graduate units beyond Bachelor's Degree. The units must be in a discipline relevant to the assignment with the District or to pedagogy/instruction.
- j. Bachelor's Degree plus 45 units plus 2 years full-time related experience, for instruction in the vocational disciplines.

k. Doctorate Degree (as defined in Article 2.11 doctoral bonus)

2.10.3 Definition of "Units":

A "unit" is defined as a semester unit of credit from an accredited college or university. For credit beyond the Bachelor's or Master's Degrees, only upper division or graduate course credit which is relevant to the assignment with the District or to pedagogy/instruction is acceptable. Relevancy is determined by the Vice President of Human Resources, in consultation with the Department Chair, Area Dean, and Area Vice President. Six (6) units of lower division coursework may be accepted for salary class transfer when approved by the Academic Policies Committee (see section 2.17.2(a)).

2.10.4 Initial Step Placement

2.10.4.1 For initial placement of certificated personnel on the Contract and Regular Faculty Salary Schedule, the following criteria are used:

- a. The maximum credit granted for out-of-District experience is ten (10) years. The maximum entering step is No. 11. For Temporary Contract Certificated personnel, the maximum entering step is No. 7.
- b. Salary step placement will be based upon one (1) year of full-time high school, college or university teaching or service experience as equal to one (1) step on the salary schedule, subject to the provisions of this section
- c. Step placement for faculty members who have previous credit part-time college or university teaching or service experience will be one (1) step for each thirty (30) credit semester units of teaching (or 1,225 hours for certificated non-teaching work) not to exceed a maximum of seven (7) steps credited based upon total part-time experience. Credit for such part time experience shall be recognized only if the applicant presents verified documentation of such experience to the Human Resources Department within thirty (30) days of the beginning employment date. Failure to meet the above requirements shall result in forfeiture of credit for part-time experience. Note: credit for intermittent substitute teaching or service experience cannot be included.
- d. Teaching experience is granted full credit up to the maximum allowable (over 60% assignment for 75% of the school year)
- e. Teaching as a full-time teaching assistant at a four-year institution (15-20) hours weekly teaching load) is granted half credit to a maximum of two (2) full years of full-time teaching
- f. Full-time experience in an occupational industrial field other than teaching, but in a field relevant to the teaching assignment, may be granted half credit; one step credit for each two (2) years of full-time experience.
- g. Relevancy of the experience of the teaching assignment is determined by the Vice President of Human Resources in consultation with the Department Chair, Area Dean, and Area Vice President

2.10.4.2 As required by Education Code Section 87815, a divisor will be used in calculating salaries for contract instructors serving less than a full school year.

2.10.4.3 The amounts shown on the Contract Instructors' Salary schedule are annual salaries for the contract school year. Amounts for extra contractual assignments are added to the annual contract.

2.10.5 New hires will be provided with all relevant information related to their coursework and experience that was or was not included in their initial salary placement.

2.11 DOCTORAL BONUS FOR CONTRACT AND REGULAR FACULTY

2.11.1 Full-time certificated contract and regular employees with a doctorate earned and received from a fully accredited institution will receive an additional five percent (5.0%) of Class I, Step 1 of the Contract Salary Schedule 10 annually.

2.11.2 The institution must have been accredited for at least five years prior to the time the doctorate was earned and received. A fully accredited institution is an institution of higher education accredited by a United States recognized regional accrediting association, or the Committee of State Bar Examiners of the State Bar of California or the American Medical Association [AMA] and all other accrediting bodies as recognized by the US Department of Education

2.11.3 Employees with a foreign degree must be evaluated for an equivalency.

2.12 STEP ADVANCEMENT

2.12.1 Service increments are embedded in salary schedules.

2.12.2 A faculty member shall be granted one step for each year of creditable service to the District (75 percent or more of the days in the contract college year over 50% assignment) until the maximum salary for the class is reached. For contract and regular faculty, salary steps are granted as one step per year. Only one step is allowed per year. For part-time faculty members, one salary step is granted for completion of every two semesters of work.

2.12.3 A faculty member who accepts a full-time equivalent interim or acting administrative or classified assignment with the District will be granted creditable service equivalent to what they would have received in their faculty assignment during that same period of time.

2.12.4 A certificated employee who is granted a military, exchange, or sabbatical leave shall be granted the same service increments as if in regular certificated service. Personal leave, without pay, does not count toward service increments.

2.12.5 Any credit contract or regular certificated employee of the college who, during the final year of full-time service achieves a new increment milestone and has had their request for retirement approved by the Board, shall, at the mid-year, be given full credit for actual service completed and have the new payment put into effect at that time.

2.13 NON-TEACHING FACULTY COMPENSATION

2.13.1 Computation of Compensation

- a. Stipends for faculty in leadership positions and other non-teaching responsibilities shall be as identified in former District Policy 1913.1 and as listed in former Board Policy Appendix C titled "Ongoing Reassigned Time" of the Faculty Leadership Stipend Worksheet. The formula for determining compensation for non-instructional departmental and institutional leadership is set forth in former District Policy 1913.1 and the

Department Chair Stipend Worksheet and the Faculty Leadership Stipend Worksheet. In essence, the formula involves multiplying the load factor for each position by the dollar multiplier set forth below. Department Chair load factors related to the number of full or part-time faculty in a department; the number of classified personnel in a department; or the number of department TLUs shall be computed and updated annually by the Office of Academic Affairs each fall semester for the academic year. Department chair stipends shall be paid in equal monthly installments from October until June of each academic year. Other stipends will be paid in equal monthly installments from September through June of each academic year. Department chairs whose departments offer courses in both Summer Sessions will receive an additional compensation calculated by adding the total TLUs of Session I and Session II, dividing those TLUs by two (to average both sessions), and multiplying that amount by \$50. If an additional winter intersession is added, leadership compensation would be increased by twenty percent

- b. The dollar multiplier for department chair stipends is equal to 0.5125% of Class II Step I of the full-time faculty salary schedule 10.
- c. The dollar multiplier for non-instructional and institutional leadership (except for hourly and assistant coaches and the department chair stipend) is equal to 0.35% of Class II Step I of the full-time faculty schedule 10.
- d. The dollar multiplier for hourly coaches is equal to 0.261% of class II, Step 1 of the full-time faculty salary schedule 10.
- e. Those positions compensated by extra days or base load assignments are set forth in Appendix C titled "Ongoing Reassigned Time" of the Faculty Leadership Stipend Worksheet.
- f. In lieu of receiving all or part of the leadership and/or non-teaching compensation in the form of a stipend, the faculty member may, in conformance with District Policy, use stipend proceeds to:
 - i. Reduce their faculty load by purchasing release time at the prevailing hourly instructor TLU cost.
 - ii. Share compensation with department faculty for shared or delegated leadership or support service responsibilities.
 - iii. Hire additional student worker assistance.

2.13.2 Any increases in the number of stipends or the amount of a stipend, (including but not limited to, changes in the factors or weight of the factors used to determine stipends) not addressed in the formulas set forth in subsection 2.13.1(b), (c) and (d) above, or requests for funding for new leadership positions, will be evaluated and considered for funding through the Program Review process.

2.13.3 Except as set forth above, any increases in stipends will be prospective only (i.e., no retroactivity).

2.13.4 Faculty Stipends for Professional Development, Projects and Meetings

2.13.4.1 Beginning July 1, 2017, faculty stipends will be linked to Schedule 9, Step 9. The amount for non-instructional and institutional leadership (except for hourly and assistant coaches and the department chair stipend) is based on Schedule 9, step 9 (non-Ph.D.)

2.13.4.2 The administration may provide stipends for part-time faculty when they are asked to attend meetings or take part in projects or participate in professional development activities that are outside of their contractual obligations. To evaluate these

stipends in terms of working hours, the rates will be linked to schedule 9, step 9

2.13.5 Faculty Compensation for Noncredit Curriculum Work

2.13.5.1 A stipend will be paid to the department chair at the non-teaching contractual rate for a flat rate of one hour per course or program for providing comments in Curricunet and submitting as reviewed in the noncredit workflow. This stipend will be paid after submitted as “reviewed” in the noncredit workflow on a semester by semester basis.

2.14 ACADEMIC SENATE COMPENSATION

2.14.1 Faculty members of the Academic Senate shall be compensated according to a TLU schedule mutually agreed upon by the Academic Senate and the Superintendent/President. The total TLUs in the schedule allocated for faculty involvement in shared governance shall be 48 TLUs per semester.

2.14.2 The District agrees to provide a stipend not to exceed \$3,000 to the Academic Senate President for summer assignments based on the nature of the activities to be performed during the summer. The Superintendent/President, in consultation with the President of the Academic Senate, will determine the amount of the stipend for the agreed upon assignments to be completed during the summer.

2.15 COMPENSATION FOR DISTRICT REQUESTED NON-TEACHING ASSIGNMENTS PERFORMED DURING THE SUMMER

2.15.1 Faculty members of the Academic Senate and the Faculty Association selected to participate in summer Academic Senate meetings and/or summer College Planning Council meetings will be compensated at their hourly lab rate for the time spent attending these meetings.

2.15.2 Faculty members who are asked by the college administration to perform non-teaching assignments during the summer months will be compensated for the completion of that assignment. The conditions of the assignment and the amount of compensation for its completion shall be agreed upon by the faculty member and the Area Vice President in consultation with the Faculty Association President or designee prior to beginning work on the assignment. Any such agreements will be set in writing and signed by the Area VP and the FA President. Faculty stipends will be linked to Schedule 9, Step 9. The amount for non instructional and institutional leadership (except for hourly and assistant coaches and the department chair stipend) is based on Schedule 9, step 9 (non-Ph.D.)

2.16 INSTRUCTOR LOAD

2.16.1 Banking of TLUs

2.16.1.1 Contract Faculty will be allowed to bank up to 15 TLUs per year. A single banking system will be used to bank overloads and/or summer session TLU's. The

banked TLU overload can be used to offset an underload, applied pro rata toward a sabbatical leave, for Family Leave (section 3.9.3), and/or can be paid to the instructor at their departure or retirement from the college (following IRS regulations).

The following changes are made to the District's Instructor Load Policies:

2.16.2 Underload and Overload (Unbalanced Loads)

2.16.2.1 Balancing Underload:

An underload shall be made up preferably in the following semester, but a maximum of 3 semesters will be allowed for balancing. Balancing will be done by assignment of compensatory overload(s). Banked TLUs from prior semesters and summer sessions can be used to balance under loads. If banked TLUs are unavailable, an underload can also be made up during the trailing or leading summer sessions within the three semester period.

2.16.2.2 Overloads for Full Time (FT) Faculty for Primary Terms:

A full-time faculty load consists of 30 Teacher Load Units (TLUs) per year, averaging 15 TLUs each fall and spring semester. Department chairpersons or directors are authorized to establish the schedule, both contract load and overload, for all faculty members in the department after consultation with all full-time (FT) faculty members in the department.

If available, all FT faculty in good standing may be assigned for overload assignments up to and including 25 TLU's. No faculty member will be required to teach or work an overload.

Department chairpersons, faculty directors or FT faculty can propose an overload greater than 25 TLU's for members in the department. Requests greater than 25 TLU's will be reviewed and approved or denied by the appropriate department chairperson, area dean, and the Chief Instructional Officer (CIO) or Chief Student Services Officer. The CIO will approve/deny any overload greater than 25 TLU's when it includes an instructional assignment.

2.16.2.3 Criteria for Faculty Overloads greater than 25:

The criteria for approval of overload greater than 25 TLU's can include: high student demand, lack of FT and PT faculty, denial of FT faculty hiring requests, recent or unexpected retirements, faculty medical emergencies, unsuccessful FT or PT hiring recruitments, lack of faculty for specialized courses, specific class times or modalities, piloting new courses, and/or other proposed criteria.

2.16.2.4 Overload Greater than 25 TLUs Request Process:

If a FT faculty or their department chair proposes an overload greater than 25 TLUs per semester the following will be documented via the "Overload Form".

- a. During the Schedule Building Process for a future primary term semester, the FT faculty submits a request for an overload and provides written justification to the Department Chair via the Overload Form. If the overload is requested by the

- department chair, the chair will complete the form.
- b. Upon review of the request, the Department Chair recommends approval/denial to the area Dean. An individualized written justification for a denial will be provided to the faculty member via the Overload form.
- c. The Area Dean reviews the request and recommends approval/denial to the Area Vice President based on established criteria and the justification provided by the FT faculty member and the department chair. An individualized written justification for a denial will be provided to the department chair and faculty member via the Overload form.
- d. The Area Vice President approves/denies the request based on established criteria and the justification provided by the FT faculty member, the department chair and area dean. An individualized written justification for a denial will be provided to the area dean, department chair and faculty member via the Overload form.

2.16.3 Compensation for Sabbatical Leaves

- a. Faculty members on sabbatical leave for one semester shall receive 85 percent of their normal salary, and those on leave for one year shall receive 75 percent of their normal salary.
- b. Banked overload TLUs accumulated during the fall, spring and summer session terms may be applied toward a sabbatical leave so that an instructor may receive full pay while on sabbatical. To receive full pay while on a one semester sabbatical leave, 3.5 overload TLUs must be accumulated by the end of the semester prior to the sabbatical leave. To receive full pay while on a one-year sabbatical leave, 12 overload TLUs must be accumulated by the end of the year prior to the sabbatical leave
- c. Educational Support faculty will be allowed to accumulate additional TLU's beyond their assigned contract (which includes extended days) to apply toward a fully paid sabbatical. For ESD faculty each 40.5 hours worked beyond their assigned contract shall equal (one) TLU
- d. By March of the year in which a sabbatical leave for the following academic year is approved, the faculty member must notify the appropriate Vice President of the approved sabbatical and the intent to apply accumulated overload TLUs to the sabbatical, and shall present a record of accumulated overload TLUs. The Vice President shall notify Human Resources of augmented sabbaticals that have been approved for the purpose of contract preparation and the amount by which the sabbatical shall be augmented.

2.17 SALARY CLASS ADVANCEMENT GUIDELINES ON CREDIT CONTRACT AND REGULAR FACULTY SALARY SCHEDULES (Schedules 10 and 13)

2.17.1 Procedure for Requesting Salary Class Advancement

- a. Advancement from one class to the next, after initial placement, is based upon plans of advancement developed by the Academic Policies Committee and approved by the Committee and the District. Salary Class Advancements are made only once each academic year, effective Fall Semester.
- b. Applications for Salary Class advancement are made available in the Human

Resources Office.

- c. Applications for Salary Class Advancement shall be completed and submitted to the Academic Policies Committee on or before March 15th for any plan which is to be completed and recognized by the following academic year.
- d. An official transcript or grade cards must be presented to verify each course used for Salary Class Advancement.
- e. Verification (transcripts) shall be filed with Human Resources at least one week prior to the first working day of the Fall semester for a Salary Class Advancement to be effective during that academic year.
- f. Verification of the doctorate to qualify for the doctoral bonus shall be filed with Human Resources at least one week prior to the first working day of the Fall semester for the doctoral bonus to be effective during that academic year.

2.17.2 Course Work Applicable to Salary Class Advancement

Upper division and graduate units and courses may be applied to Salary Class Advancement 10 under the following categories:

- a. All units in one's major field will be counted; no duplication is allowed
- b. All units taken toward obtaining an educational credential may be counted.
- c. All units outside one's major field but directly related to one's teaching or educational support field
- d. All units outside one's major field but required for a Master's or Doctor's Degree
- e. One-third of the allowable units per class advancement may be in general education elective courses
- f. Other courses must be approved by the Academic Policies Committee. Prior approval on courses in which a unit member plans to enroll should be obtained in order that they are assured their units will be applicable for advancement on the salary schedule.
- g. Six units of lower division coursework are permitted one time during a faculty member's District career if directly applicable to applicant's major or emerging trends in pedagogy that are directly related to the faculty member's primary assignment, and if approved by the Academic Policies Committee according to 2.1 7.2(a) of this Contract. These six (6) lower division coursework units are applicable only for class advancement

2.17.3 Non-Course Professional Work and Activity

2.17.3.1 This is a measuring instrument for determining semester unit equivalents for non-course professional work and activity. The purpose of the instrument is to provide more options to faculty members at Santa Barbara City College for their own enrichment and advancement along professional growth lines.

2.17.3.2 The areas that constitute officially recognized professional development and growth are Education, Research and Creative Activity and Professional Activities. Other areas for professional development are available, but these are approved as those translatable for salary advancements.

- a. The measuring instrument may be used for advancement to Class II, III, IV and V on the current salary schedule. The measuring instrument is also to apply only to credit regular certificated employees.

- b. Faculty shall carry any proposal to the Academic Policies Committee as to the suitability of proposed work and activity with respect to actual professional growth.
- c. Non-course work shall apply for class advancement only and not for initial salary placement at the time of hiring
- d. Applications for class advancements as a result of approved non-course credit shall be made in accordance with the District's Salary Class Advancement Policy and Procedures (Section 2.17.2), and must first be approved by the applicant's department, Division Dean and Vice President prior to submission to the Academic Policies Committee.
- e. Recommendations regarding the suitability and approval of non-course work shall be made by the Academic Policies Committee to the Executive Vice President, Educational Programs. Decisions made under this policy are final and shall not be subject to employee appeal or the grievance procedures of this agreement.
- f. Non-Course Measuring Instrument. In the areas to follow, all items are to be documented by the applicant

2.17.3.2.1 Research and Creative Activity

- 1. Original research, academic, or professional article published in a peer reviewed journal or reputable professional journal with an editorial board that reviews and selects articles for publication and be listed in a reputable publication's directory, e.g., Magazines for Libraries, Katz and Katz.

Units awarded: 0.5 – 5 Limit: 6 units career maximum.

- 2. An original, peer-reviewed textbook, workbook, or manual for classroom use, depending upon scope, including validated zero-cost text development.

Units awarded: 0.5 – 5 Limit: 6 units career maximum

- 3. An original creative work published in a discipline-appropriate publication or publicly presented as a performance, showing, commissioned or juried display of art, film, musical composition, audio or video work. Self-published books shall not be considered.

Units awarded: 0.5 – 5 Limit: 6 units career maximum

2.17.3.2.1.1 The total career maximum for units from Research and Creative Activities shall be 6 units.

2.17.3.2.2 Professional Activities

2.17.3.2.2.1 The presentation of a scholarly paper or other original professional material at a conference, workshop or seminar, which shows evident research and is not merely extemporaneous in nature and is directly related to the applicant's teaching field, is given 1/2 unit.

Limit: 3 units career maximum

2.18 GUIDELINES FOR ADMINISTRATION OF CREDIT PART-TIME INSTRUCTORS SALARY SCHEDULE

2.18.1 Part-Time Faculty Parity Pay

2.18.1.1 Parity will be defined as 75% of the work commitment of full-time credit instructors. The 75% figure represents the portion of the full-time credit Faculty commitment devoted to teaching, grading, student advisement and preparing for classes. Parity is a goal established by the Chancellor's Office to be determined through negotiations; however, it is not yet fully achieved.

2.18.1.2 A full-time credit instructor's load is defined by the hours per week of student contact, and a part-time credit instructor's load is defined as no more than 67% of the hours per week of student contact considered a regular assignment for full-time credit instructors.

2.18.1.3 The District and the Faculty Association share a mutual interest in maintaining faculty salaries (full-time and part-time) at least at the median of the agreed to comparison colleges, and to reach a parity goal of 75% of Schedule 10 for instructional part-time faculty as funding allows. See Appendix G for the list of agreed upon comparison colleges.

2.18.2 Salary Placement

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

2.18.2.1 New part-time faculty are placed on step one (1). For steps one through six continuing part-time faculty will advance one step on the salary schedule for each two semesters in the credit program

For entering steps seven (7) through eleven (11) continuing part-time faculty will advance one step on the salary schedule for each four semesters taught in the credit program. Part-time faculty advancement to the next higher step will become effective when these semesters have been completed whether at mid-year or at the beginning of a new school year.

A faculty member shall be awarded service credit towards advancement if the faculty is scheduled for a work assignment or to teach a class and is prevented from doing so due to the death of a dependent or spouse.

2.18.2.2 Salaries for hourly and short-term substitute (fewer than 6 weeks) non teaching certificated employees are computed on the basis of the hourly laboratory rate.

2.18.2.3 The formula for payroll computation for faculty is as follows: TLUs are converted to hours using a standard of 17.5 weeks per semester. The hours are multiplied by the pay rate for a total for the semester. This total is divided to produce five equal payments. (Substitute teaching less than 6 weeks is paid on a straight hourly basis).

2.18.2.4 Salary Schedules for part-time faculty who teach credit courses reflect compensation for student advisement

2.18.2.5 Placement and Advancement of Part-time Instructors Who Have Previously Taught in the SBCC Noncredit Program

2.18.2.5.1 Placement:

For the purposes of initial placement on the Credit Part-time Salary Schedule, part-time instructors teaching credit courses will advance one step for every 525 hours of teaching noncredit courses offered by the college. This is applicable only when the noncredit and credit hours are in the same discipline.

2.18.2.5.2 Advancement:

Credit part-time 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 School of Extended Learning provided credit and noncredit hours are in the same discipline.

2.18.3 Final Exams

2.18.3.1 Part-time faculty shall be paid at the lecture rate for final exams.

2.18.4 Doctoral Bonus for Part-time Faculty

2.18.4.1 Part-time faculty with a doctorate earned and received from a fully accredited institution shall receive additional compensation, 5% of Class 1, Step 1 of Schedule 10. Part-time faculty with a foreign degree must be evaluated for an equivalency.

2.18.4.2 The institution must have been accredited for at least five years prior to the time the doctorate was earned and received. A fully accredited institution is an institution of higher education accredited by a United States recognized regional accrediting association, or the Committee of State Bar Examiners of the State Bar of California or the American Medical Association [AMA]. Verification of the doctorate to qualify for the doctoral bonus shall be filed with Human Resources at least one week prior to the first working day of the Fall semester for the doctoral bonus to be effective during that college year.

2.18.5 Assistant Athletic Coaches

2.18.5.1 The Assistant Athletic Coaches will receive a stipend relative to the duration of the season and level of responsibilities as defined in the three levels below. Assistant athletic coaches are paid an hourly rate consistent with the California state minimum wage.

Stipends paid to Assistant Athletic Coaches:

1. Level 1 One semester with no recruiting: 240 hours, 15 hours per week multiplied by 16 weeks at minimum wage (e.g. for 2024, 240 x \$16 = \$3,840).
2. Level 2 Two semesters plus recruitment of prospective student athletes: 480

hours, 15 hours per week multiplied by 32 weeks at minimum wage (e.g. for 2024, $480 \times \$16 = \7680)

3. Level 3 Year round plus recruitment of prospective student athletes plus large team size or lengthy season: 800 hours, 25 hours per week multiplied by 32 weeks at minimum wage (e.g. for 2024, $800 \times \$16 = \$12,800$).

The above hours are the basis for agreements with these employees that lists their pay and hours worked from August 1 to July 31 of each year.

In order to track hours for all coaches, assistant coaches, and coordinator coaches; create an agreement to provide to those employees that lists their pay and hours worked from August 1 to July 31 of each year.

2.19 GUIDELINES FOR ADMINISTRATION OF CHILDREN'S CENTER CONTRACT AND REGULAR INSTRUCTOR SALARY SCHEDULE

Salary placement on the Full-time Children's Center Contract and Regular Instructor Salary Schedule shall be determined by the District according to the following criteria

2.19.1 Definition of Classes

CLASS I Instructors with a Regular Children's Center Instructional Permit (with less than a Bachelor's Degree)

CLASS II Instructors with a Regular or Life Children's Center Instructional Permit (with a Bachelor's Degree)

CLASS III Instructors with a Children's Center Supervision Permit with a Bachelor's Degree or higher

OR

Instructors with a Regular Kindergarten-Primary or General Elementary credential or Standard teaching credential with Specialization in Elementary Teaching, issued by the California State Board of Education.

The Director assigned full-time receives an additional \$500 per month. Head Instructors receive an additional \$109.20 per month.

2.19.2 Initial Placement and Step Advancement

For initial placement of certificated personnel on the salary schedule, the following criteria are used for the evaluation of previous experience:

- a. The maximum credit granted for out-of-District experience is six (6) years. The maximum entering step is 7. 14 Salary step placement will be based upon one (1) year of full-time teaching experience as equal to one (1) step on the salary schedule, subject to the provisions of this section. Step placement for faculty

members who have previous credit part time experience in the District will be one (1) step for each 1,456 work hours, not to exceed a maximum of two (2) steps credited based upon total part-time District experience. Credit for such part-time Santa Barbara City College experience shall be recognized only if the applicant presents verified documentation of such experience to Human Resources within thirty (30) days of the beginning employment date. Failure to meet the above requirements shall result in forfeiture of credit for part-time experience.

- b. Teaching experience is granted full credit up to the maximum allowable (over 60% assignment for 75% of school year.)
- c. Each year of experience advances the candidate one (1) step on the schedule.

2.20 GUIDELINES FOR ADMINISTRATION OF PART-TIME CHILDREN'S CENTER INSTRUCTORS SALARY SCHEDULE

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

2.20.1 Definition of Classes

Instructors are rated-in on Classes I through III of the Part-time Children's Center Faculty Salary Schedule in accordance with the same criteria as are applied for rating-in on Classes I through III of the Contract Children's Center Faculty Salary Schedule.

2.20.2 Initial Placement and Step Advancement

Part-time instructors are placed on Step 1. A one-step advance is permitted for each complete year of teaching experience (75 percent or more of the days in the contract college year).

2.21 SUMMER SESSION PAY

2.21.1 Summer Session Faculty/Instructors Salary (to a maximum of step 11)

2.21.1.1 Contract/regular faculty teaching summer courses are placed on the same step on which they are placed currently on the Contract Faculty Salary Schedule (to a maximum of step 11)

2.21.1.2 Part-time faculty will be paid at the same rate as they are paid during the fall and spring semesters

2.21.1.3 This schedule does not apply to summer pay for any Children's Center faculty or instructors.

2.21.1.4 These same provisions will apply respectively to regular and part-time faculty for compensation for any additional summer session or winter intersession.

2.22 UNDERPAYMENTS OR OVERPAYMENTS

2.22.1 Proper salary class and step placement and payment by stipend are joint responsibilities of the employee and the District. Each instructor shall be responsible for maintaining up-to-date records of college courses completed and other work accomplished which apply toward salary class advancement. Should an instructor suspect that they are placed incorrectly on the salary schedule should immediately bring this to the attention of the District.

2.22.2 In the event that an incorrect salary placement or payment by stipend results in an underpayment, the District will issue a supplementary warrant for the amount due the instructor. Should the incorrect salary placement or payment by stipend result in an overpayment, the District is required to recover the full amount of such overpayment.

2.22.3 No action seeking recovery of salary based upon alleged erroneous placement on the salary schedule or incorrect payment by stipend shall be maintained unless a claim relating thereto had been filed with the District in accordance with Division 3.6 of Title 1 of the Government Code within one year after the accrual of the cause of action.

2.23 GUIDELINES FOR ADMINISTRATION OF LECTURE AND LABORATORY COMPENSATION

2.23.1 Laboratory instruction teaching load units (TLUs) will be rated as follows:

1.25 lab hours per week per semester will be equal to 1.0 TLU effective Fall 2011.

2.24 EDUCATIONAL SUPPORT FACULTY - EXTENDED WORK YEAR

2.24.1 Faculty who are required to work beyond the regular 175 day work year will receive their daily rate of pay (proportional compensation) for such work.

Faculty who work such schedules include (but are not limited to) the following:

1. Director, Learning Support Services 20 extended days
2. Counseling - Counselors 20 extended days
3. Disability Services and Programs for Students Director and Counselors 20 extended days
4. Extended Opportunity Programs and Services Counselors 20 extended days
5. Health and Wellness Counselors, 20 extended days
6. Cosmetology Faculty 25 extended days

2.24.2 Release Time for ADN Director

The previous Stipend of 85% “release time” for the ADN Director will be increased due to additional leadership responsibilities. These extra leadership responsibilities include but not limited to increase reporting to nursing accreditation and licensing boards, increased work in managing student clinical placements at Cottage Hospital, and greater work demands that have resulted from a recent reduction in fulltime ADN instructors.

Effective Fall 2022 and continuing until changed by a non-teaching compensation review:

- a. 100% release time for the Director of Nursing
 - b. 20% release time for the Associate Director of Nursing
- 7.

2.25 The parties agree to negotiate to provide for a process and compensation (if applicable) for faculty training on anti-racism, cultural awareness, sexual harassment prevention, gender equity, issues concerning marginalized communities, and communication strategies on difficult subjects.

2.26 FLEX OBLIGATION

2.26.1 Full-Time Faculty FLEX Obligation

2.26.1.1 FLEX obligation for all full-time faculty is 60-hours, comprised of 16 mandatory hours on the three in-service days plus 44 individual hours. Faculty with scheduled teaching/work assignments during mandatory professional development may, with department chairperson and Faculty Professional Development Coordinator approval, substitute equivalent hours by participating in workshops approved by the Faculty Professional Development Committee and scheduled for later in the semester. The obligation will be 16 reduced proportionally for those working a reduced contract or on approved leaves. Because the obligation is for 175 days total, there is not an additional obligation for those full-time faculty with an overload. This obligation must be completed each contract year between July 1 and June 30.

2.26.2 Part-Time Faculty FLEX Obligation

2.26.2.1 FLEX obligation for instructional Part-Time faculty shall be a 1:1 calculation based upon the lecture hours or lab hours recorded in the Course Outline of Record for the course and coded into Banner as the “Contact Hours” for the section being taught.

2.26.2.2 FLEX obligation for Educational Support Part-Time Faculty shall be a 1:1 calculation based on the number of TLUs worked per semester.

2.26.2.3 All Part-Time faculty must complete their obligation within the contract semester.

2.26.3 There is no FLEX obligation for overload or Summer work respectively teaching assignments.

2.27 COLLEGE HOLIDAYS AND CAMPUS CLOSURES

If the college is closed for a holiday or due to an emergency, no faculty including ESD Faculty will be required to “make up” such a day.

ARTICLE 3: HEALTH AND WELFARE BENEFITS

3.1 CONTRACT AND REGULAR AND PART-TIME EMPLOYEES

3.1.1 Employees. For the term of this contract, unit members eligible for benefits will receive Health and Welfare Benefits according to Appendix B attached hereto and under the plans described therein. The District will fund the 80% health insurance plan at the rates of the current fiscal year.

3.1.2 Unit members eligible for Health and Welfare benefits as described in Appendix B are contract and regular faculty members employed half-time or more for a full school year. Eligible unit members receive the district's benefit allocation when they are in paid status.

3.1.3 Certain part-time faculty who are unit members may be eligible for participation in a District part-time health plan as described in Appendix C. The currently stated amount of \$40,000 to fund the District allocation for Tier II eligible members of the part-time health plan will be reviewed annually and may be reopened. A basic dental plan will be added to the part-time health plan, subject to carrier approval. Eligibility requirements for participation and the District allocation for the dental plan will be identical with the requirements for the health plan.

Criteria for eligibility of part-time faculty who may participate are described in Appendix C.

3.1.3.1 The District is committed to addressing the lack of equity in providing health insurance for the college's part time faculty. The District and the FA agree to re-open the contract after final approval and ratification for the purposes of analyzing, discussing and possibly implementing the part-time faculty health insurance program under the California Education Code 87860-87868, the California State Budget Act of 2022 and AB 190.

Re-opening the contract for this purpose does not indicate District acceptance or rejection of part-time faculty health insurance, but rather is intended to give both parties additional time to discuss and analyze the cost, benefits and risks associated with the Part-Time Faculty Health Insurance program.

3.1.4 Contract and regular certificated employees who retire at age 55 or older are permitted, as voluntary members, to join the District's medical and dental group, making their own contributions.

3.1.5 Participation will be available for domestic partners pursuant to Appendix D.

3.1.6 Spouse/Dependent Medical Coverage on Death of Active Employee or Retiree Not in Early Retirement Program

3.1.6.1 Upon the death of an active employee who is enrolled in the District's medical and dental plans, the District will provide to the surviving spouse and eligible dependents, the deceased employee's District contribution until the date the deceased employee would have reached age 65 or for six months from the date of death, whichever is less. Thereafter, a surviving spouse and/or eligible dependents who were enrolled in the District plans may remain in the District's medical and dental plans in accordance with the provisions of public law (COBRA). Domestic partners and their dependents are not

eligible for continuation of benefits under COBRA.

3.1.6.2 Upon the death of a retiree who is enrolled in the District's medical and dental plans, eligible for benefits, a surviving spouse and/or dependents who were enrolled in the District's plans may remain in the District's medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage.

3.1.7 For the term of this contract Health Benefits increases will be covered by the District if the COLA is greater or equal to the premium increase. This Agreement may be reopened if the premium increase is greater than the COLA increase.

3.2 EARLY RETIREMENT INCENTIVE PROGRAM

3.2.1 As part of the District's Early Retirement Incentive Program, the District shall contribute to the retirees' medical and dental plan according to the following provisions:

A. The District will contribute the specified premium amount for the retiree's District group medical and dental plan up to a maximum of \$5,200 annually.

B. This sum shall be prorated for those normally assigned less than full-time at the time of retirement, in accordance with District policy

C. District contributions shall continue until the retiree reaches age 65 or the date of the retiree's death, whichever is earlier

D. A person must have rendered 15 years of service with the SBCCD and be at least age 55. Five years of that service requirement shall be immediately preceding retirement.

E. "Regular" service with the District is defined as service in paid status and shall exclude all part-time employment and non-tenured faculty hired pursuant to Education Code § 87470.

F. These provisions apply only to those employees who retire during the term of this agreement.

G. Upon the death of a retiree participating in the early retirement program, a surviving spouse and/or eligible dependents enrolled in the District's health insurance program at the time of the employee's death shall continue to receive district contributions toward insurance coverage for a six (6) month period from the date of death or until the date the deceased retiree would have attained age sixty-five (65) whichever occurs first (see c. above). After District contributions cease, the surviving spouse/dependent(s) may remain in the District's medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage.

3.3 CATASTROPHIC ILLNESS LEAVE DONATION PROGRAM AND OTHER LEAVE OPTIONS IN CASES OF LONG TERM SICK/DISABILITY

3.3.1 Purpose

3.3.1.1 The purpose of this program is to allow permanent contract unit members to donate their accrued, unused sick leave to catastrophically ill or injured fellow employees (in any unit) who have completely exhausted all paid leave benefits due to their illness/injury or that of an immediate family * member.

* Immediate family member means mother, mother-in-law, father, father-in law, grandmother or grandfather of the employee or the spouse or domestic partner of the employee, spouse, domestic partner, grandchild, son, son-in law, daughter, daughter-in-law, stepson, stepdaughter, step-parents, brother or sister of the employee, and any other relative living in the immediate household of the employee.

3.3.1.2 The program is voluntary.

3.3.2 Contributions

3.3.2.1 On a case by case basis any unit member may donate up to five (5) days of accumulated sick leave to an eligible employee who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave. Donations must be for a minimum of one day (eight (8) hours). Donations are irrevocable; unused days are retained by the recipient. Employees separating from the district may donate up to 5 days

- a) The donating employee must, after the donation, retain a minimum of two years' worth of accrued, unused sick leave from prior accumulations
- b) The donating employee shall execute and file with the Human Resources Office a form authorizing and irrevocably assigning the donated leave to the recipient employee.

3.3.3 Eligibility

3.3.3.1 Unit members shall be eligible to request the donation of other employees' sick time subject to the following conditions and limitations:

- a. The unit member is an FA contract permanent employee; contract and temporary unit members are not eligible to participate either as a donor or recipient.
- b. The unit member suffers from a non-industrial, catastrophic illness or injury, which is defined as an injury or illness which for a period of not less than one hundred (100) work days has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time (at least 30 days). Examples of such catastrophic illness or injury include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc. Not covered: stress related illness; normal pregnancy , workers compensation claims, normal illness such as colds, flu, allergies, headaches, etc.
- c. The unit member has exhausted all of their available paid leaves, including regular and extended sick leave and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.
- d. The maximum number of donated days which may be utilized by one unit member for a single catastrophic illness or injury shall not exceed (100) days.
- e. Each unit member shall be limited to one donation request per school year.
- f. Donations may only be accepted during a two (2) week call for donations window period. Donations received outside of this 2 week window period will

not be accepted.

3.3.4 Administration

- a. Applications for benefits shall be submitted to Human Resources on a District form.
- b. The applicant shall provide medical verification of catastrophic illness or injury from a physician before the application will be considered.
- c. After verifying the unit member's eligibility, the District's Human Resources Office shall notify the Faculty Association of the request, and the Association shall circulate a request for sick leave donations to be submitted to the payroll office (two week window period). A District request form must be used.
- d. Donated sick leave not used prior to the employee's return to service shall be retained by the recipient.
- e. The recipient unit member shall be solely responsible for any taxes on the hours received. Such taxes shall be withheld at the normal rate for the employee. In the event the State or Federal governments rule that a tax liability is due other than is taxed, the unit member shall be solely liable therefore.

3.3.5 General

3.3.5.1 No action taken under this Section shall be subject to the grievance procedure of this agreement or of any other District grievance procedure. Unit members voluntarily participating in this program shall hold the District and the Faculty Association harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

3.3.6 Disability Insurance

3.3.6.1 Long-term disability (income protection) insurance is included as part of the mandatory benefit package for employees eligible for district insurance. The insurance plan pays a benefit of 66.66% of an employee's regular monthly compensation up to a maximum of \$5,000.

3.3.7 50% Differential Pay (CA Education Code, Section 87786)

3.3.7.1 When a full-time faculty member is absent from their duties on account of illness or accident for a period of five school months or less whether or not the absence arises out of or in the course of the employment of the employee they shall receive 50 percent or more of their regular salary during the period of the absence.

3.4 PART-TIME FACULTY SICK LEAVE AND JURY DUTY

3.4.1 Part-time 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.

3.4.2 Part-time 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.

3.4.3 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 part-time employees 20 become contract or regular employees, their accumulated sick leave shall remain credited to the employee.

3.4.4 Part-time faculty shall receive jury duty leave in the same manner as provided for contract/regular faculty, in accordance with the provisions of District Non-Administrative Policy 2022.9 (c) Judicial Appearances. The District shall provide substitutes for the classes of those absent on jury duty when deemed necessary by the appropriate Vice President.

3.5 AUDIT/ENROLLMENT

3.5.1 Faculty and Current Employees

The following is added to those benefits contained in the District Policy for all currently employed faculty or retired faculty with Emeritus status including faculty who may have taken a one-semester break from a work assignment.

- a. All currently employed unit members (per the definition above) will be eligible to have the district pay/reimburse the enrollment fee for one credit class per term with the following stipulations: (1) the course is either closely related or otherwise adjuvant to the faculty member's assigned discipline/service; or (2) the class is supporting our institution's efforts for DEIAA or as an HSI (i.e. SPAN, ASL, CHST, BLST, NATA) or (3) the class is supporting the faculty member's physical or mental well being (e.g. PE).
- b. All currently employed unit members (per the definition above) wishing to submit reimbursement requests must do so by October 1 for previous spring/summer tuition reimbursement, and by March 1 of every year for previous fall tuition reimbursement. Successful completion of course is defined as a "C" grade or better, a pass for pass/fail courses, or a passing grade as determined by the accredited institution's grading system. Reimbursement of the enrollment fee by the District does not disqualify any activity from being countable towards the faculty members' FLEX requirement.
- c. As of the start of the 2016 trailing summer session, all currently employed unit members will be eligible to pay a set fee to join the SBCC Employee Fitness Program. Part-time faculty are eligible during any term in which they have an assignment. Part-time faculty whose class(es) are canceled after the start of a term and no longer have an assignment for the term will be eligible to participate in the Life Fitness Center for the balance of the term. The District will determine the membership fee prior to the start of each academic year.

3.6 PART-TIME FACULTY PARTICIPATION IN TAX SHELTERED ANNUITY PROGRAM (TSAs)

3.6.1 Part-time faculty who regularly work twenty (20) or more hours per week or the equivalent of half time at SBCC shall be entitled to participate in the District's tax sheltered annuity plan (403b) program.

The guidelines for participation are as follows:

- a. Section 3.6 is to permit participation of part-time faculty of the college in 403(b) programs through college payroll deductions.
- b. Part-time faculty who may participate are those who regularly work twenty hours a week or more or the equivalent of half-time
- c. "Half-time", for teaching faculty shall be defined as 7 ½ teaching load units (TLUs) or more per semester.
- d. "Half-time", for all non-teaching faculty shall be defined as twenty hours or more per week
- e. "Regular work" is defined by Fall and Spring semester assignments exclusive of summer 21 school or any special assignments.
- f. "Regular work" means twenty hours or more each semester or an average load of at least 7 ½ TLUs/semester every two consecutive semesters
- g. Initial participation for teaching faculty requires completion of two consecutive semesters of 20 hours a week or with an average of 7 ½ TLUs per semester. Participation thereafter requires 20 hours each semester or an average load of 7 ½ TLUs /semester every two consecutive semesters.

3.7 SICK LEAVE AND BENEFITS WHILE ON SABBATICAL LEAVE

3.7.1 Faculty members on leave for one semester shall receive 85 percent of their normal salary, and those on leave for one year shall receive 75 percent of their normal salary, unless they opt to contribute banked TLUs as described in 3.16.2 of this contract. The member on sabbatical leave shall receive such changes in salary ratings as would have been received had the member remained in active service. Members on sabbatical leave shall receive full benefits, advance normally on the salary schedule and shall accrue sick leave in the same manner as those faculty who are not on sabbatical leave, i.e., those on full year sabbatical will accrue 10 sick leave days.

3.8 PART-TIME FACULTY ELECTION REGARDING SDI COVERAGE

3.8.1 As soon as practicable after the ratification/adoption of this Agreement the District will facilitate an election among active part-time faculty to determine whether they wish to be covered by State Disability Insurance (SDI). The program will be implemented if a majority of active part-time faculty vote in favor of such coverage. If the program is implemented, any costs associated with SDI coverage will be borne by the part-time faculty (and not the District).

3.9 LEAVE AND BEREAVEMENT

3.9.1 Any regular or contract faculty who is absent from assignment due to their own illness or injury, shall be allowed personal illness leave without loss of salary as follows for each school year of service. The earned but unused portion of such leave is to be accumulated from year to year.

Full-time faculty will accrue sick leave as follows:

- a. TEN sick days per 10 school month or 10 calendar month time assignment
- b. ELEVEN sick days per 11 calendar month time assignments or 10 months assignment with 20 or 25 extended days
- c. TWELVE sick days per 12 calendar month time assignments.
- d. 10/11 months Full-time faculty do not accrue sick days during intersession teaching or work assignments. (not in contract yet).

Part-time faculty accrue sick leave according to section 3.4 of this contract.

3.9.2 Personal Necessity Leave

3.9.2.1 The requirement to state an explicit reason for Personal Necessity Leave (PNL) is eliminated. An information sheet will be created with a numbered list of possible situations triggering eligibility for PNL. Only the corresponding number will have to be entered on the absence report form. The District will revisit PNL in a workgroup including representatives of all bargaining units and the absence report form will be updated and provided electronically once these negotiations are completed.

3.9.2.2 Faculty may use up to six days per school year from their accumulated sick leave for reasons due to personal emergency or necessity.

3.9.3 Bereavement

3.9.3.1 For Full-time faculty a maximum of three days without loss of salary for the death of any member of their immediate family. A maximum of five days leave without loss of salary for the death of any member of their immediate family if out-of-state travel is required.

3.9.3.2 In the event of the death of an immediate family member, bereavement leave for part-time faculty will be granted in proportion to the part-time faculty member's teaching load, equal to 60% of the individual's weekly teaching load, or a full week if out-of-state travel is required.

3.9.4 Family Leave

3.9.4.1 Faculty can take up to 16 weeks family leave for any reasons allowed by the Family Leave Act. This is an unpaid leave, however, the District will continue to pay for the faculty member's health benefits during this time. Also, the faculty member can opt to use up to 15 banked TLUs for up to 16 weeks (the equivalent of one semester) of family leave. If during any part of this semester the faculty member is or becomes disabled, they can use accrued sick leave to pay for the time during their disability.

3.9.4.2 FMLA leave (Family and Medical Leave Act) and CFRA leave (California Family Rights Act) Includes leave needed because of (1) birth of a child and to care for the child (2) placement of a child with an employee in connection with an adoption or foster care (3) leave to care for employee's spouse, child or parent who has a serious health condition, or (4) leave due to employee's own serious health condition. Faculty may take up to 16 weeks of this unpaid leave. Eligibility requires that an employee must have 12 months of service with the District, and have worked at least 1250 hours in the 12-month period before the leave period begins.

3.9.4.3 To remain in paid status, faculty can opt to use a maximum of 15 banked TLUs for up to 16 weeks (one semester) of family leave. If a faculty member is or becomes disabled ("own serious health condition"), they can use accrued sick leave for the period of their disability.

3.10 OTHER TYPES OF LEAVES FOR FULL-TIME FACULTY

3.10.1 Maternity Leave

3.10.1.1 Expectant faculty can use accrued sick leave for the time during their disability.

3.10.2 Military Leave

3.10.2.1 Faculty of the District shall be granted military leave to which they are entitled under applicable laws.

3.10.3 Jury Duty Leave

3.10.3.1 Paid leave shall be granted when a faculty member is called to perform jury duty during their regular working hours. Employees must submit proof of attendance as provided by the court in order to receive regular full pay.

3.10.4 Industrial Accident or Illness Leave

3.10.4.1 Faculty member shall be granted leave of absence with pay, when they are absent due to an industrial accident or illness which arose out of and in the course of employment with the District, and reported and verified according to administration guidelines and accepted by the District's Worker's Compensation Insurance carrier.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 The Association shall have the right of access to areas in which employees work, the right to use institutional telephones (at no cost to the District), bulletin boards, mailboxes, electronic mail services, and institutional facilities provided that such use or access shall not interfere with nor interrupt normal District operations, including classroom activities.

- a. Arrangements for use of District facilities shall be made by an authorized Association representative in accordance with established District operations.
- b. Fees shall be paid for public service use as established by District policy.
- c. All postings for bulletin boards and items for distribution must contain the date of posting and the identification of the organization together with a designated authorization by the Association President and may not be defamatory
- d. A copy of public postings must be delivered to the Superintendent/President or their designee at the same time as the posting

4.2 The District shall provide to the Association each semester, as soon as practicable, the names and

addresses of all unit members.

4.3 The District shall distribute to the Association President all written non confidential policies, rules, regulations or procedures which relate to conditions of employment of the members of the unit, which are generally distributed to certificated unit member employees and which are generally distributed to department and/or division chairpersons. This provision is not subject to the grievance procedure unless the District's failure to distribute has been in bad faith.

4.4 The District shall furnish the Association President with one copy of all non confidential meeting agendas including attachments and minutes of the Board and the notice of any Board subcommittee meetings. The notice of the Boards' subcommittee meetings shall be distributed to the Association President in advance of the time and place of the meeting. Agendas, minutes and notices of subcommittee meetings shall be put in the Association President's mailbox at the same time that they are distributed to the Board members

4.5 The District shall provide the Association with a copy of the Certificated Non Administrative Policies Manual pertaining to unit members, and shall provide the Association with a copy of all changes and amendments when they are distributed.

4.6 The District, when requested, shall make a reasonable effort to provide authorized Association representatives with access to documents of public record that the District normally compiles that are necessary for the Association to develop its collective bargaining position.

4.7 At the time that the preliminary budget is under preparation in the spring, and from time to time thereafter as requested by the Association, the Superintendent/President or their designees shall discuss with authorized Association representatives projected income and expenditures

4.8 Reasonable effort will be made to hold negotiating sessions in the daytime hours of the work week, at times when there are no teaching or committee conflicts for members of the negotiating committees. In the event the conflicts are unavoidable, negotiators shall be relieved from committee meetings involved, and teaching substitutes shall be provided at District expense for affected classes.

4.9 The District shall not object to the Association entering into an agreement with the Academic Senate to share the office space provided to the Academic Senate. The District will not require the Academic Senate to share their present office space with any person or organization other than the Association.

4.10 The District shall provide to the Faculty Association, 10 TLUs per semester release time to conduct association business starting with the Fall Semester 2023. The FA will provide the District with the tentative distribution of these 10 TLUs by June 30 for the following academic year. In addition, the Faculty Association shall have the right to purchase from the District a maximum of 20 TLUs per semester at the appropriate hourly lab or lecture rate and provided there is no detriment to the academic program.

Part Time faculty members who are appointed by the Faculty Association to participate in any committee meetings or other assignments upon request by the District during regular Spring/Fall semesters will be compensated at the regular stipend rate for the pre-approved work performed, as established by the committee chair

Three (3) FA delegates shall be granted paid release time, respectively allowed a substitute for their classes not to exceed five (5) days total to attend the Spring/Fall Annual CCCI Conferences.

4.11 The District shall make digital copies of the signed agreement available to the Association and its members immediately after its approval by the Board of Trustees.

4.12 The President of the Association has the right to send uncensored, unmonitored and undelayed campus wide emails that reach all college employees. District email usage policies and procedures apply. The President of the Association is also included as a recipient and authorized sender in all official group email lists that include active and/or retired faculty.

4.13 The President of the Association or Association Designee is a voting member of the College Planning Council. The Association has the right to appoint one non-voting member to the following committees: Budget Resource Allocation Committee, Board Policies And Procedures Committee, the Program Evaluation Committee, and Planning & Resources Committee. The Association has the right to appoint up to three voting members to the Benefits Committee, and the Association may request membership in other District-wide committees which may affect wages, hours, employment and/or working conditions of members of the bargaining unit.

ARTICLE 5: MAINTENANCE OF MEMBERSHIP

5.1 Faculty Association shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District.

5.2 The District shall deduct in accordance with the Faculty Association dues schedule from the wages of all employees who are members of Faculty Association fifteen (15) working days after the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

5.3 Once an employee has agreed to and has joined the Association, the employee retains their membership for the duration of the Agreement so long as the unit member remains a member of the bargaining unit unless the employee terminates their membership.

5.4 Faculty Association shall hold the District harmless in any dispute that arises with regard to the deductions authorized under this Article. It is specifically understood that failure of any Faculty Association member to pay monies to the Faculty Association or to comply with Faculty Association rules, regulations or by-laws will be a dispute between the Faculty Association and the member and will not be a dispute with or involve the District.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1 DEFINITIONS

6.1.1 A "grievance" is a formal written allegation by a grievant that they or the Association has been adversely affected by a violation of the specific provision of this Agreement. Actions to challenge or change the policies of the District not covered by this Agreement must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the Administrative regulations and procedures of this college district and not covered by this Agreement (unless they address

Faculty Association items delegated to the Academic Senate according to Article 13.3) are not within the scope of this procedure.

6.1.2 A "grievant" is any one or more unit members covered by the terms of this Agreement who pursues a grievance or the Association acting in pursuit of a grievance. It is agreed that the Association may pursue a grievance on behalf of three (3) or more unit members who are in substantially similar positions and have been adversely affected by a violation of the same specific provisions of the agreement. In such cases the unit member has the option to be included within the group represented by the Association; having chosen to be included, the unit member relinquishes the right to pursue their own grievance.

6.1.3 A "day" is any day in which the central administrative office of the Santa Barbara Community College District is open for business. The timelines set forth herein may be extended by mutual agreement between the District and the grievant. A request by either party to extend the time lines will not be unreasonably denied.

6.1.4 The "immediate supervisor" is the lowest level non-unit certificated supervisor(s) designated by management to administer grievances and having immediate jurisdiction over the grievant. When the Association is the grievant acting on its own behalf rather than on the behalf of a unit member or members, then the immediate supervisor is the appropriate Vice President or Vice President, Human Resources, depending upon who has jurisdiction over the subject covered by the grievance.

6.1.5 The "appropriate administrator" is the Vice President of the area concerned.

6.1.6 "Conferee" is any person whom either party wishes to have as an advisor.

6.2 REPRESENTATION

6.2.1 Either party may have a conferee present at any or all levels of the Grievance Procedure.

6.3 INFORMAL LEVEL

6.3.1 The District and the FA are committed to resolving grievances at the earliest stage. Every effort will be made to resolve complaints through informal conferences between the parties involved. The FA president or designee will be available to assist in conciliation.

6.3.2 Before filing a formal grievance the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

6.4 FORMAL LEVEL

6.4.1 STEP ONE:

6.4.1.1 Within twenty (20) days after the grievant knew or by reasonable diligence should

have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present their grievance in writing on the appropriate District form to their immediate supervisor with a copy to the Grievance Officer of the Faculty Association.

6.4.1.2 This statement shall be a clear, concise statement of the grievance, indicating which provision of the Agreement is alleged to have been violated or misapplied, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

6.4.1.3 Upon the request of either party, a face to face meeting will be held.

6.4.1.4 The supervisor shall communicate their decision to the unit member in writing within ten (10) days after receiving the grievance. The time for this response may be modified in advance by mutual agreement of the parties. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. If the grievant is the Association acting on its own behalf, the grievant appeals directly to Step Three, by passing Step Two.

6.4.2 STEP TWO:

6.4.2.1 In the event the grievant is not satisfied with the decision at Step One, they may appeal the decision in writing to the appropriate administrator within ten (10) days.

6.4.2.2 This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

6.4.3.3 Upon the request of either party, a face to face meeting will be held.

6.4.2.4 The appropriate administrator shall communicate their decision within ten (10) days after receiving the appeal. The time for this response may be modified in advance by mutual agreement of the parties. If the appropriate administrator does not respond within the time limits, the grievant may appeal to the next level.

6.4.3 STEP THREE:

6.4.3.1 If the grievant is not satisfied with the decision at Step Two, they may within ten (10) days appeal the decision on the appropriate District form to the Superintendent/President or their designee, provided that their designee is not the same person as at Step Two. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

6.4.3.2 Upon the request of either party, a face to face meeting will be held.

6.4.3.3 The Superintendent/President or their designee shall communicate their decision to the grievant within ten (10) days. The time for this response may be modified in advance by mutual agreement of the parties. If the Superintendent/President does not respond within the time limit provided, the grievant may appeal to the next level.

6.4.4 STEP FOUR:

6.4.4.1 If the grievant is not satisfied with the decision at Step Three, they may within ten

(10) days file a written appeal regarding the decision on the appropriate District form to the Board of Trustees.

6.4.4.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. The Board of Trustees, or their designee, shall communicate their decision to the grievant within ten (10) days. The decision of the Board of Trustees shall be final.

ARTICLE 7: PERSONNEL FILE INSPECTION

Official certificated personnel files shall be maintained under the following circumstances:

7.1 Upon appropriate advance written request by the employee, they shall be permitted to examine their file.

7.2 No derogatory material relative to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material and comment thereon. An employee shall have the right to enter, and have attached to any derogatory material, their own comments. An employee shall receive a copy of all evaluations put in their file.

7.3 The employee shall be permitted to request that any such derogatory material in their file be reproduced.

7.4 Nothing in this policy shall allow the employees access to confidential references.

ARTICLE 8: PAYROLL

8.1 PAY PERIODS

8.1.1 Pay Periods

8.1.1.1 Contract and regular faculty receive their salary in ten payments, with the first payment received on the last working day of September. Subsequent payments are received on the last working day of each month, except December which will be received on the first working day of January.

8.1.2 Summer Savings

8.1.2.1 At the election of a contract or regular faculty member, an after tax deduction "Summer Savings" may be elected wherein a portion of the salary is placed into a non-interest bearing trust account for each of the months that are paid. In July and August that savings is returned in two equal payments. (When requested by a unit member, to the extent permitted by law in accordance with Section 13519 of the Education Code, an amount equal to $16\frac{2}{3}$ percent of each monthly payment shall be withheld and the total amount so deducted shall be paid in two equal installments, one installment to be paid not later than the 5th day of August next succeeding and one installment to be paid not later than the 5th day of September next succeeding. Pay dates shall be the last working day of

each month.)

8.2 PAYROLL DEDUCTIONS

8.2.1 Federal Income Tax

8.2.1.1 Federal income tax will be withheld on the basis of information furnished by the employee on Form W-4.

8.2.2 Retirement Fund

8.2.2.1 All contract and regular certificated employees will be required to participate in the California State Teachers Retirement System.

8.2.2.2 All contract and regular certificated employees will be required to participate in the California State Teachers Retirement System.

8.2.2.3 Deductions will be made for the actual months of active employment.

8.2.3 Other Deductions

8.2.3.1 When authorized by the employee, deductions will be made for insurance, tax sheltered annuity programs, income protection plans, and credit payments approved by the Board of Trustees.

8.3 PART-TIME FACULTY - AUTOMATIC DEPOSIT OF PAYCHECKS

8.3.1 The District will process automatic paycheck deposits for part-time faculty provided the following conditions have been met:

- a. To be eligible, part-time faculty must have worked at least four complete consecutive semesters teaching semester-long courses each semester.
- b. A summer session, if worked, will count toward the four complete consecutive semesters but will not constitute a break in service if not worked.
- c. Employee must submit to Payroll a completed affidavit attached as Appendix E.
- d. Employees have an obligation to initiate the request for automatic deposit by submitting a completed affidavit

ARTICLE 9: REDUCTION IN STAFF

9.1 When any reduction in the faculty may be required, the applicable provisions of the Education Code shall be followed. No permanent or probationary faculty member can be laid off while any employee with less seniority is retained or render a service in a faculty service area in which the senior employee is both qualified and competent to perform. (Ed. Code §§ 87743- 87761, inclusive, and 87414-87415).

9.2 Since the Education Code provides for a specific method of review during the reduction in staff

process, the grievance procedure set out in Article 6 herein will not be applicable to this Article.

ARTICLE 10: DISCIPLINE

10.1 All formal disciplinary action will follow normal District policies.

10.2 If a faculty member is called to meet with the District, the faculty will be notified of the meeting's specific purpose. If a faculty member is called to a meeting with administration and the topic or outcome of the meeting could potentially adversely affect their employment, the District will advise the faculty member of their right to bring FA representation to the meeting.

10.3 The President of the Faculty Association or designee shall be notified by the Administration within five (5) working days after the initiation of any complaint that could adversely affect their employment, lead to disciplinary action, and/or is part of a formal investigation.

10.4 In the event that the District places a faculty member on administrative leave, regardless of paid status, the District will notify the Faculty Association within 24 hours but preferably prior to the administrative leave being initiated.

10.5 In the case of a complaint that could lead to an adverse impact on employment against a faculty member, the FA is provided full complaint information (whatever is available at that time) in advance of the faculty member's meeting with the administration or an investigator.

ARTICLE 11: REDUCED WORKLOAD PROGRAM

11.1 In accordance with provisions of Education Code Section 87483, faculty may, when approved by the District, reduce their workload from full-time to part-time and receive credit for retirement as if employed on a full-time basis, if the following conditions are met:

- a. The employee has reached the age of 55.
- b. The employee has been employed full-time in a position requiring certification for at least 10 years in the Santa Barbara Community College District of which the immediately preceding five years were full-time employment
- c. The minimum part-time employment is the equivalent of one-half of the number of days of service required by the employee's contract of employment during their final year of service in a full-time position.
- d. The employee intends to retire within three years

11.2 The option of part-time employment to be credited for retirement, as if employed full-time, may be exercised only at the request of the employee and may be revoked only with the mutual consent of the Board of Trustees and the employee.

11.3 Part-time employment credited for retirement, as if employed full-time, shall be limited to a period of three years.

11.4 During the period the employee works with a reduced workload credited for retirement as if employed full-time, the District shall do the following:

- a. Pay the employee a salary which is the pro rata share of the salary they would be earning

had they not elected to exercise the option of part time employment, and continue all other rights and benefits for which the employee makes payments that would be required if they remained in full-time employment.

- b. Provide benefits for the employee in the same manner as for full-time employees.
- c. In addition to its regular STRS contribution for a full-time employee, the District pays a stipend to the employee equal to the difference between the STRS contribution proportional to the employee's reduced actual workload percentage and the amount the employee would have contributed if they were employed on a full-time basis
- d. Maintain the necessary records to separately identify each employee receiving credit pursuant to this policy

11.5 The participating employee shall sign a Reduced Workload Program Agreement outlining the terms and conditions of participating in the Reduced Workload Program.

ARTICLE 12: PROCEDURES FOR PART-TIME FACULTY REASSIGNMENT RIGHTS

12.1 BASIC SCHEDULING PRIORITIES

- a. Course offerings/assignments are created according to what will best serve student needs.
- b. Full-time faculty are assigned classes/assignments first in the order determined by the department.
- c. The department chair has the primary responsibility for determining part-time assignments for any remaining classes/assignments.

12.2 ASSIGNMENT OF PART-TIME FACULTY

- a. The objective is to assign the most qualified faculty member for each course taught/assignment in the department. For the purposes of this article only , "qualified" shall mean (1) meeting the state minimum qualification for the discipline (2) having adequate preparation for the specific course or assignment through appropriate education or experience, and (3) possessing effective skills and other criteria relevant to the specific class or assignment.
- b. Such criteria may include the following, listed in no particular order:
 - i. Education
 - ii. Discipline-specific professional development
 - iii. Scope and recency of experience
 - iv. Evaluations
 - v. Diversity
 - vi. Currency in area or subject(s) taught
 - vii. Previous assignments within the department
 - viii. Professional certification where appropriate
- c. When professional certification is necessary to ensure student safety and/or subject matter currency, possession of certification supersedes all other criteria when determining class(es)/assignments.
- d. The department chair in consultation with full-time faculty has the prerogative to establish a list of qualified candidates for any or all classes/assignments based on course-specific or assignment-specific qualifications. Part-time faculty members will be

responsible for submitting any required documentation in order to be considered for inclusion on course-specific/assignment-specific eligibility lists.

- e. If a part-time faculty member's available days and times do not match the department's unmet need at their point of assignment distribution, that faculty member will not receive an assignment. Lack of availability with respect to the needs of the department for any two semesters within a three year period constitutes a break in service. (See section IV.a.)
- f. Reassignment procedures do not guarantee a load or provide tenure, 31 permanent status or any employment rights greater than those provided under Education Code 87665.

12.3 SENIORITY REHIRE PREFERENCE (SRP)

- a. After 4 consecutively offered semesters of service (not including Summer session) with 3 satisfactory evaluations, a part-time faculty member will attain seniority rehire preference (SRP). While taking into account criteria 1- 8, as listed in section II.b (and II.d if applicable), part-time faculty with SRP will be offered 1 class - or the equivalent for educational support faculty - if available.
- b. Should a part-time faculty member receive one "Substandard" evaluation or two consecutive "Needs Improvement" evaluations, that faculty member will lose their SRP
- c. For the purposes of determining placement on the seniority list, a retired full-time faculty member's original full-time hire date will be used.
- d. A temporary contract will be treated as part-time employment.
- e. Breaks in Service will apply to retired faculty only after the STRS mandated wait period of 180 days

12.4 BREAKS IN SERVICE

- a. Part-time faculty will lose SRP status if the part-time faculty member is unavailable with respect to the needs of the department for two semesters within a three-year period. (See section II.e). This refers to the part-time member's submission of availability prior to the start of scheduling.
- b. Once the schedule has already been made, a part-time faculty member will lose SRP status if an assignment is declined in any particular semester. This refers to declining an initial offer or at any point prior to or after that scheduled class begins.
- c. When SRP is lost, it must then be reestablished by following the process specified in section III.a. Exceptions shall be made for verified illness or extenuating personal or professional circumstances that are approved as an exception by the department chair and area dean. The acceptance of another work assignment at another institution shall not constitute a compelling personal or professional reason.
- d. Part-time faculty shall not lose SRP if the class/assignment was canceled, not offered by the department, or lost due to "bumping" by a full-time faculty member.
- e. A faculty member who has lost SRP and returns to SBCC or is hired into another department may request an accelerated evaluation schedule which is equivalent to a newly hired part time faculty.
- f. In the event of department mergers part time faculty retain their seniority status with respect to the date of hire into their original department.

12.5 DISTRIBUTION OF CLASS(ES)/ASSIGNMENTS

12.5.1 Scheduling will be done as follows: Using criteria 1-8 as listed in section II.b (and the lists described in 11.d. if applicable), one class - or the equivalent for educational support faculty will be assigned to all part-time faculty members with SRP in order of longevity, as long as a suitable class/assignment is available for each of those part-time faculty with SRP.

12.5.1.1 If any class(es)/assignments remain after this first step (V.1), those remaining class(es)/assignments will be distributed according to criteria 1-8 in section II.b above. Nothing precludes these remaining class(es)/assignments from being distributed to part-time faculty with less seniority.

12.6 OTHER

12.6.1 During any particular semester, once initial part-time faculty assignments have been submitted to the scheduling office, SRP will no longer be a factor for class(es)/assignments.

12.6.2 For non-instructional assignments, SRP will no longer apply after the schedule has been submitted to the area dean.

12.6.3 Full-time faculty have the right to "bump" part-time faculty members.

12.7 NEW HIRES

12.7.1 The aforementioned procedures (II.A-VI.C) will not preclude a department chair from hiring a new part-time faculty member in order to address an emerging, changing, or unmet departmental need.

12.8 CONFLICTS

12.8.1 If a part-time faculty member believes that this procedure has been violated, they may file a grievance pursuant to Art. 6, up to Level III of the contract grievance procedure, where the decision of the Superintendent/President is final and binding.

12.9 SUMMER SCHOOL ASSIGNMENT

12.9.1 Summer school is not part of the regular academic year. Summer assignments will be given to full-time faculty first, and remaining assignments will be made at the discretion of the department chair.

12.10 The parties agree to enter into negotiations immediately after ratification of this contract with the goal to revise Art. 12 in order to achieve full compliance with any and all legal mandates surrounding part time faculty seniority or rehire.

ARTICLE 13: COMPLETION OF MEET AND NEGOTIATION

13.1 If any provisions of this Agreement are held to be contrary to law by a Court of competent jurisdiction or of any administrative agency or is invalidated by state law, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any article or section of this Agreement by a Court or by state law or if a state law is enacted or amended requiring that the parties hereto are mandated to negotiate then, under such circumstances, the parties agree to meet and negotiate within sixty (60) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such an article or section.

13.2 During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement, except as otherwise agreed upon by the District and the Association.

13.3 During the term of this Agreement, the Association expressly reserves the right to delegate to the Academic Senate the formulation of policy and procedures regarding any matter with respect to the following subjects: evaluation of salary class transfer requests; ranking and evaluation of sabbatical leaves; standards for employee conduct and discipline; academic calendar; and workload (working days, office hours, student contact hours, overloads and class size). The Academic Senate shall consult with the Association on all such matters. Any such delegation is revocable by the Association in its sole and exclusive discretion by written notice to the District by U.S. Mail and by written notice presented to the Academic Senate at a meeting of the full Senate by the President of the Association or designee.

13.3.1 Any alleged violation of any policy and procedure adopted hereto shall be addressed as a grievance under this collective bargaining Agreement.

13.3.2 During the term of this Agreement, the District and the Association will not develop or amend policy with respect to the academic and professional matters described in Title 5 Sections 53200 through 53204 of the California Code of Regulations (inclusive), nor the District's faculty hiring processes, without following collegial consultation with the Academic Senate.

13.3.3 During the term of this Agreement, the District shall not add to, delete from, modify, repeal, adopt, change, or amend any policies and procedures as set forth in Article 13.3 without written consent of the Association and, upon request, negotiations with the Association to the extent the rule, regulation, policy or procedure is within the scope of representation under the Educational Employment Relations Act (EERA).

13.3.4 The District shall meet and negotiate on matters within the scope of representation only with the Association, as the representative of the bargaining unit. The Association may authorize the Academic Senate to act on its behalf in regard to specified matters, such as those described in Article 13.3, provided that any agreements on these matters are approved in writing by the Association.

13.3.5 Excluding from the Agreement any subjects or matters within the scope of representation under the EERA shall not create a precedent for or presumption that they will be excluded from future contracts.

13.4 Except as provided to the contrary hereinabove, it is the express intention of the parties to limit the scope of this Agreement so that the District shall continue to maintain all of its present policies including

the present method of adopting and amending District policy, granted that such policies are not inconsistent with this Agreement, and subject to the restrictions set forth in 13.3.2, 13.3.3, 13.3.4 and 13.3.5.

13.5 This Agreement shall not be added to, deleted from, modified, repealed, adopted, changed, or amended except through the mutual written and signed agreement of the District and the Association.

ARTICLE 14: EVALUATIONS

14.1 Tenured Faculty Evaluations: The evaluation process, including all mandatory and optional forms and timelines will be negotiated by the parties after consultation with and feedback from the Academic Senate.

14.1.1 Probation Faculty Evaluations: The voting members of the committee which includes the area dean will recommend tenure (or not) to the area Vice President based on criteria that will be negotiated by the parties after consultation with and feedback from the Academic Senate.

ARTICLE 15:

15.1 Faculty Certification Process for Online Teaching: The Academic Senate and the new Senate Committee on Teaching and Learning (TLC) are engaged in the development of a concept for “Certification of Online Teaching”. Upon its completion of the TLC’s certification and recertification process, the parties will include this process into the contract and will update AP4105 through the BPAP process for any training requirements.

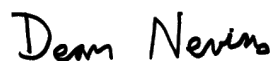
Part Time Faculty appointed as member(s) (up to a maximum of three) to the TLC are to be compensated at the regular hourly stipend rate for any TLC meeting hours they attend.

ARTICLE 16: TERM

16.1 This Agreement shall remain in full force and effect up to and including June 30, 2024, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than August 31, 2024 or March 15 of subsequent years, of its request to modify, amend or terminate the Agreement.



Dr. Cornelia Alsheimer-Barthel
Faculty Association President



Dr. Dean Nevins
District Lead Negotiator

Board Approval

Jonathan Abboud
President, Board of Trustees

APPENDIX A: HEALTH AND WELFARE BENEFITS

A.1 The District will provide for each full-time eligible unit member up to the following annual sum of money for payment of premiums for existing unit members for mandatory health and welfare benefits. Such amount shall be prorated for eligible contract unit members who work less than full-time, but halftime or more.

2022/2023
Medical Coverage Waiver \$2000
Single \$9665.32
Two-Party \$18521.32
Family \$25841.32

A.2 Mandatory Health and Welfare benefits will include:

A.2.1 The District medical plan (except for verified comparable spousal coverage);

A.2.2 The District life insurance plan;

A.2.3 The District income protection plan, which will be provided at a payment rate of two-thirds of an employee's regular salary, up to a maximum of

A.2.4 \$5,000 per month;

A.2.5 The District dental plan (minimal coverage is employee only), provided however, dental insurance is not required if the employee waives medical insurance (per section 2(a) above.

A.3 If the total cost of the mandatory benefits is less than the District's contribution, the unit member relinquishes that unused amount (except for waivers).

A.4 A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, unreimbursed medical expenses, and dependent care will be available for employees choosing to participate. Monthly service fees for each employee's flexible benefit plan accounts will be paid by that employee.

A.5 The College Benefits Committee is responsible for the selection of the different benefit programs. If the total cost of the mandatory benefits is more than the District's contribution limits set forth above, then the eligible unit member shall be individually responsible for the difference.

A.6 Bargaining unit members who regularly work more than twenty (20) or more hours per week shall be eligible to participate in the District's tax sheltered annuity plan (403b) program and a 457(b) plan (when established). The District shall as permitted by law continue to permit employees on medical plan waivers to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased.

APPENDIX B: PART-TIME FACULTY INSURANCE

B.1 Participation of Part-time Faculty in SBCC Health Insurance Program

B.1.1 Scope of Participation

B.1.1.1 Certain credit part-time faculty are eligible to participate in the District health insurance program.

B.1.1.2 Participation shall be limited to medical insurance only. Dental, vision, life insurance, disability protection or any other insurance benefits for regular employees are not available to part-time faculty through the District.

B.1.1.3 Participation is limited to SISC approved health insurance. Only part-time faculty who meet the eligibility requirements described below are able to receive a District contribution toward medical insurance premiums. Part-time faculty who meet the eligibility requirements described below may cover a spouse, domestic partner and/or dependents at their own cost.

B.1.2 Administration of Part-time Faculty Health Insurance

B.1.2.1 Participation in the above plan shall be voluntary.

B.1.2.2 Part-time faculty will not be eligible for any "waiver" amount.

B.1.2.3 Participation must be administered by the college through payroll deductions and can be done on a pre-tax basis.

B.1.2.4 COBRA Statement: A part-time faculty member covered by the district part-time faculty medical plan has the right to choose continuation coverage for up to 18 months if they lose this group health coverage because of loss of eligibility or termination of employment (other than for reasons of gross misconduct.)

B.1.3 Levels of Participation

B.1.3.1 Tier I: Credit part-time faculty eligible to participate in the medical insurance program entirely at their own expense.

B.1.3.2 Tier II: Credit part-time faculty eligible to receive an allocation of up to 40% of the premium (employee only portion) toward SISC approved SBCC part-time faculty health insurance as defined above for those who teach at least 40% of a full-time credit load, and up to 50% of the insurance premium (employee only portion) for those who teach at least 50% of a full-time credit load, provided the District's costs will not exceed \$40,000 per year or the minimum yearly dollar contributions set forth below per employee, whichever is greater. In the event the \$40,000 cap is breached at the time of the yearly open enrollment, the District will prorate its contribution, provided however, that such contribution will not be less than: \$800 per year (\$80/month) per eligible employee for those part-time faculty who teach at least 40%; and \$1,000 per year (\$100/month) per eligible employee for those part-time faculty who teach at least 50%.

B.1.4 Eligibility for Initial Participation

B.1.4.1 Tier I Employee must meet (a), (b) and (c)

- A. An individual must be currently employed by SBCC as a part-time faculty with a credit load of at least 40%, to initially enroll in the District's part-time faculty health insurance program.
- B. (i) For those who work at least a 50% credit load each semester, initial participation requires completion of six (6) of the eight (8) fall or spring credit semesters preceding enrollment at SBCC; or
 - (ii) For those who work at least a 40% credit load (but less than 50%) each semester, initial participation requires completion of eight (8) of the ten (10) fall or spring credit semesters preceding enrollment at SBCC.
- C. Initial participation requires completion of the two consecutive credit semesters (fall/spring or spring/fall) of regular 40% (or more) part-time credit employment at SBCC in the academic year immediately preceding the enrollment semester. The additional years of employment required for Tier II can be met by completion of at least 15, respectively 12 credit TLUs or the equivalent of half, respectively 40% time credit instruction or more each academic year. Summer session credit part-time employment will be included for purposes of this requirement.

B.1.4.2 Tier II

1.4.2.1 Initial participation for part-time faculty in Tier II requires, in addition to all the criteria for Tier I (a, b, and c), completion of: six (6) out of the eight (8) years (excluding summer teaching) preceding the implementation of this contract at half-time credit instruction or more; or eight (8) out of the ten (10) years (excluding summer teaching) preceding the implementation of this contract at 40% credit instruction or more.

1.4.2.2 The additional years of employment required for Tier II can be met by completion of at least 15 credit TLUs or the equivalent of halftime credit instruction or more each academic year, or 12 credit TLUs or the equivalent of at least 40% credit instruction each academic year. Summer session credit part-time employment will be included for purposes of this requirement.

1.4.2.3 Credit instruction, credit load and credit employment include classroom teaching, counseling, and librarian services in the credit program at SBCC.

B.1.5 Continued Participation

B.1.5.1 After enrollment, continued participation requires completion of at least 12 credit TLUs or the equivalent of 40% or more regular credit part-time employment at SBCC each academic year (and those who qualify with at least 50% workload must maintain at least 15 credit TLUs or the equivalent of half time or more regular credit part-time employment at SBCC each academic year). Summer session credit part-time employment will be included for purposes of this requirement. The academic year begins with the fall semester of initial enrollment.

B.1.6 Open Enrollment Period

B.1.6.1 Open enrollment for part-time faculty will begin the third week of each fall semester after adds/drops.

B.1.7 Temporary Contracts

B.1.7.1 For the purpose of Appendix C, a temporary contract should be considered equivalent to part-time employment.

APPENDIX C: DOMESTIC PARTNERS

C.1 Domestic Partners Coverage Procedures

C.1.1 Eligibility

C.1.1.1 Santa Barbara City College (SBCC) will provide benefits for Domestic Partners of the same or opposite sex and dependent children of Domestic Partners as follows:

C.1.1.2 A domestic partnership shall be established when both persons sign and notarize an Affidavit of Domestic Partnership with SISC and, at the time of filing, all of the eligibility and documentation requirements are met as set forth below:

1. Both persons have a common residence.
2. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
3. The two persons are not related by blood in a way that would prevent them from being married to each other in this state
4. Both persons are at least 18 years of age.
5. Both persons are capable of consenting to the domestic partnership.

Children of a Domestic Partner are eligible for enrollment on the same basis, and subject to the same requirements as stepchildren of eligible employees.

C.1.2 Documentation Required to Receive Domestic Partner Coverage:

C.1.2.1 In order to receive benefits as a Domestic Partner, the employee and the Partner must:

1. Sign and notarize an Affidavit of Domestic Partnership with SISC
2. Complete and sign Domestic Partner medical and/or dental enrollment form(s).

C.1.3 Documentation Required for Change in Status of Domestic Partner Coverage

C.1.3.1 The employee must notify Human Resources in writing within thirty (30) calendar days of any change in the status of a Domestic Partnership.

C.1.3.2 In the event the facts attested to in the Declaration of Domestic Partnership no longer hold true due to termination of the relationship, death of a Domestic Partner, marriage to the Domestic Partner or any other cause, for Domestic Partners who are age 62 and over, the employee must file a State of California Termination form with Human Resources for adjustment in coverage, and mail a copy of that affidavit to the Domestic Partner. For Domestic Partners who are under age 62, a SISC form, AFFIDAVIT OF TERMINATION OF DOMESTIC PARTNERSHIP, must be completed and submitted to Human Resources, SISC, and a copy mailed to the Domestic Partner.

APPENDIX D: LIST OF COMPARISON COLLEGES

D.1 List of Comparison Colleges

D.1.1 Agreed Upon Comparison Colleges for Salary and Benefits Related Comparisons

- Cabrillo College
- Cerritos CCD
- Glendale CCD
- Mira Costa CCD
- Monterey Peninsula CCD
- Palomar CCD
- San Luis Obispo CCD
- Santa Clarita CCD
- Santa Monica CCD
- SouthWestern CCD

APPENDIX E: SALARY TABLES

SALARY TABLE 9

CREDIT NON-INSTRUCTIONAL
OVERLOAD/SUMMER/PART-TIME

TABLE 9
Credit Non-Instructional Faculty
Overload/ Summer/ Part-Time
2023-2024

Effective 7/1/2023 - June 30, 2024

Step	Lec	Lab	With Ph.D.	
			Lec	Lab
1		55.14		57.80
2		57.08		59.73
3		58.99		61.66
4		60.94		63.61
5		62.88		65.54
6		64.82		67.47
7		66.74		69.40
8		68.69		71.35
9		70.62		73.27
10		72.54		75.21
11		74.48		77.09

SALARY TABLE 10

CREDIT CONTRACT AND REGULAR CERTIFICATED FACULTY

Salary Table 10
Credit Contract & Regular Certificated Faculty
2023-2024

Effective July 1, 2023 - June 30, 2024

Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
1	74,473	77,182	79,892	82,600	85,310
2	77,182	79,892	82,600	85,310	88,019
3	79,892	82,600	85,310	88,019	90,730
4	82,600	85,310	88,019	90,730	93,440
5	85,310	88,019	90,730	93,440	96,149
6	88,019	90,730	93,440	96,149	98,859
7	90,730	93,440	96,149	98,859	101,568
8	93,440	96,149	99,968	103,786	107,606
9	96,149	98,859	102,750	106,642	110,533
10	98,859	101,568	105,588	109,606	113,625
11	101,568	104,277	108,435	112,594	116,752
12	104,277	106,987	111,292	115,598	119,902
13	106,987	109,697	114,151	118,604	123,056
14	106,987	112,406	116,746	121,088	125,428
15	106,987	112,406	118,946	122,778	126,610
16	106,987	112,406	118,946	125,435	129,241
17	106,987	112,406	118,946	125,435	129,241
18	106,987	112,406	118,946	125,435	129,241
19	109,662	115,217	121,921	128,572	132,472
20	109,662	115,217	121,921	128,572	132,472
21	109,662	115,217	121,921	128,572	132,472
22	112,336	118,027	124,894	131,708	135,703
23	112,336	118,027	124,894	131,708	135,703
24	112,336	118,027	124,894	131,708	135,703
25	115,012	120,835	127,870	134,843	138,934
26	115,012	120,835	127,870	134,843	138,934
27	115,012	120,835	127,870	134,843	138,934
28	117,686	123,648	130,839	137,981	142,165
29	117,686	123,648	130,839	137,981	142,165
30	117,686	123,648	130,839	137,981	142,165
31	120,360	126,456	133,816	141,114	145,394
32	120,360	126,456	133,816	141,114	145,394
33	120,360	126,456	133,816	141,114	145,394
34	123,035	129,266	136,788	144,251	148,626

Doctoral Bonus based on 5% of Class I, Step 1

PHD = 3,723.65
 372.37 10thly
 310.30 12thly

SALARY TABLE 11

CREDIT PART-TIME INSTRUCTIONAL SALARY TABLE

Salary Table 11
Credit Instructional Faculty Salary Table
(Overload / Summer/ Part-Time)
2023-2024
Effective July 1, 2023 - June 30 2024

Step	0.8 of Lec		With Ph.D.	0.8 of Lec PhD	
	Lecture	Lab	Lecture	Lab	
1	102.90	82.33	107.87	86.30	
2	106.53	85.22	111.48	89.18	
3	110.14	88.11	115.09	92.07	
4	113.74	91.00	118.72	94.97	
5	117.35	93.89	122.33	97.86	
6	120.98	96.77	125.94	100.75	
7	124.58	99.67	129.56	103.64	
8	128.19	102.56	133.17	106.53	
9	131.80	105.45	136.77	109.43	
10	135.42	108.33	140.38	112.31	
11	139.04	111.23	144.00	115.20	

SALARY TABLE 13

CONTRACT INSTRUCTORS-ORFALEA EARLY LEARNING CENTER

Salary Table 13
Contract Instructors - Orfalea Early Learning Center
2023-2024
 Effective 7/1/23 - June 30, 2024

Step	Class I	Class II	Class III
1	50,329	52,331	54,332
2	52,039	54,035	56,030
3	53,731	55,728	57,753
4	55,439	57,434	59,567
5	57,148	59,136	61,126
6	58,854	60,846	62,836
7	60,546	62,440	64,541
8	62,238	64,253	66,254
9	63,963	65,938	67,931
10	65,654	67,657	69,629
5% at year 10	68,936	71,040	73,110
10% at year 15	72,218	74,422	76,592
15% at year 20	75,502	77,805	80,073

APPENDIX E: OVERLOAD FORM



Full Time Faculty Overload Form

Description: As per AP 7210, this form is intended to document the approval process by which to allow exceptions to the 25 TLU maximum load.

Instructions: Please complete this form if you are proposing a faculty load that **exceeds** 25 TLUs for the semester. Please complete Table A, B, and/or C and submit this form to your department chair for approval. Then, it will be forwarded to your dean and VP.

Name: _____ Department: _____

Semester/Year: _____ Date: _____

Please check if you are balancing a past overload this semester? Underload Spring/Fall _____

Table A- Calculate Total Teaching Load. Please fill in Columns A, B, C, and D.			
A	B	C	D (if applicable)
Course (Subject Code + Number)	CRN #	TLUs	Additional Information/Comments
Total TLUs:	0		

Table B (Educational Support Faculty Only) Please fill in Columns A, B, C, and D.			
A	B	C	D (if applicable)
Department (s)	Assignment (s)	TLUs	Additional Information/Comments
Total TLUs:			

Table C- Identify Any Reassigned Time/Other TLUs - This section is pending agreement by the Non-Teaching Compensation Review Committee expected to be completed in early Fall 2023 if at all possible.		
Reassigned Time	TLUs	Comments
Total Reassigned TLUs:		

JUSTIFICATION: Please provide justification for overload assignment request/s. The criteria for approval of overload greater than 25 TLUs can include: *high student demand, lack of FT and PT faculty, denial of FT faculty hiring requests, recent or unexpected retirements, faculty medical emergencies, unsuccessful FT or PT hiring recruitments, lack of faculty for specialized courses, specific class times or modalities, piloting new courses, and/or other proposed criteria.*

Department Chair Signature:	<input type="checkbox"/> Approve <input type="checkbox"/> Deny	Date:
-----------------------------	--	-------

Justification for Approval/Denial. Why is this overload beyond 25 TLUs needed? Please elaborate on the justification criteria listed above. How will students be positively or negatively impacted if this request is approved/denied?

Division Dean Signature:	<input type="checkbox"/> Approve <input type="checkbox"/> Deny	Date:
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Justification for Approval/Denial. Why is this overload beyond 25 TLUs needed? Please elaborate on the justification criteria listed above. How will students be positively or negatively impacted if this request is approved/denied?

Assistant Superintendent/Vice President Signature:	<input type="checkbox"/>	Approve	<input type="checkbox"/>	Deny	Date:
Justification for Approval/Denial. Why is this overload beyond 25 TLUs needed? Please elaborate on the justification criteria listed above. How will students be positively or negatively impacted if this request is approved/denied?					

Note: The Faculty Association and the SBCC District have agreed to this Overload Form on 6/30/23.









FA Contract 2021-2024 finalized

Final Audit Report

2024-06-24

Created:	2024-06-20
By:	Diana Lopez (dlopez22@pipeline.sbcc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-qnXfZq9oBjmfBTyQiJE9NMCZWJC1Inc

"FA Contract 2021-2024 finalized" History

-  Document created by Diana Lopez (dlopez22@pipeline.sbcc.edu)
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