

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

July 1, 2025 - June 30, 2028



**SANTA BARBARA
CITY COLLEGE**

SBCC Memorandum of Understanding

Meet and Confer with Faculty Association Noncredit “FAN”

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1. Purpose of Memorandum

This Memorandum is intended to be a comprehensive statement of compensation and other rights related to issues of employment given to the noncredit faculty of Santa Barbara City College. This represents the previously agreed upon rights granted to noncredit faculty through past meet and confer processes that will remain in effect and additional rights granted for the period from July 1, 2025 through June 30, 2028.

2. Noncredit Faculty Group Recognition

The noncredit faculty group refers to faculty employed to teach noncredit courses through the SBCC School of Extended Learning and/or through Santa Barbara City College. Employees who have a primary role in another division of the College and also teach in the noncredit division are not covered by this MoU.

3. Faculty Association Noncredit MoU Meet and Confer Committee

Noncredit faculty may appoint representatives from the School of Extended Learning noncredit faculty association to participate in the meet and confer process for the Memorandum of Understanding with the District. The District and the Faculty Association Noncredit "FAN" agree that participation of noncredit faculty on this committee is important, and should be compensated to a limited degree. Effective July 1, 2020, the FAN MoU Meet and Confer Committee shall receive compensation for such associated activities. Compensation shall be at the noncredit stipend rate for each FAN/District meet and confer meeting plus one hour of prep time for each meeting. Compensation shall not exceed a total of 60 hours in any academic year.

4. Term

This memorandum of understanding is for a three (3) year term, effective July 1, 2025 through June 30, 2028. It is agreed by both parties that at the request of either party they shall meet and confer regarding changes to Article 6-Compensation and three articles of each party's choosing for fiscal years 2026/27 and 2027/28. Any such request to meet and confer on said articles shall be submitted in writing to the other party no later than March 15 of the year preceding the fiscal year.

5. Equal Treatment Provision

Noncredit instructors shall receive general salary schedule increases no less favorable than those negotiated with the classified and faculty unions.

6. Compensation

Noncredit faculty are paid in accordance with "Salary Schedule 25: Noncredit part-time Instructor Salary Table" as referenced on the SBCC Human Resources website. Please see attached Appendix A (Salary Table 25). The lab rate shall be 75% of Salary Table 25 lecture rate. Faculty with an advanced degree from an accredited institution beyond the requirement stipulated in their current job description are eligible for an advanced degree bonus as outlined on Salary Table 25. Salary placement on the salary schedule shall be determined by the District according to the following criteria:

6.1 Salary Placement

6.1.1 Regular credit contract or credit part-time faculty with the Santa Barbara City College District who also teach noncredit courses shall receive an initial placement on Salary Table 25 based on one step for each complete year of teaching experience (75 percent or more of the days in the contract college year) in the Santa Barbara Community College District.

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

6.1.3 Noncredit faculty who teach in programs or disciplines that require state licensure in addition to noncredit minimum qualification requirements (e.g. Parent Child Workshop, CNA, EMT) are placed according to Salary Table 11. Step placement shall follow the process outlined in 6.1.1 and 6.1.2.

6.2 Lecture/Lab Compensation

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

6.3 Large Class Compensation

6.3.1 For any class that meets at least six times and has an enrollment of 61-96 students, compensation will be at one and one-half times the regular hourly rate. For any class that meets at least six times and has an enrollment of at least 97 students, compensation will be at twice the regular hourly rate. The determination of class size for establishing the rate of compensation shall be based upon the

enrollment figures at the end of the second week. Teaching large classes is voluntary.

6.4 Stipends

6.4.1 Noncredit faculty are paid by approved stipend for additional instruction-related work assigned by the area Vice President or designee at the noncredit instructional hourly rate of Step 7 lab rate of Salary Table 25. Stipend rates shall be increased based on general salary increases to Salary Table 25.

6.5 Noncredit Faculty Liaison Role

6.5.1 As needed, a noncredit faculty member may be asked by the Vice President of the School of Extended Learning or designee to serve as a liaison or coordinator for a particular program. The role of a liaison or coordinator is to work closely with the program manager on tasks such as scheduling, curriculum, program assessment and improvement.

6.5.2 Noncredit faculty are entitled to develop noncredit courses and programs, and must comply with collaborative and noncompetitive concepts contained in the SBCC noncredit Curriculum Guide, reviewed and approved periodically by the Academic Senate.

6.5.3 Noncredit faculty shall be compensated for liaison work or curriculum development work through approved stipends in accordance with SBCC policy.

6.6 Longevity Differential

6.6.1 A noncredit faculty member qualifies for a 5% Longevity Differential of the applicable hourly rate under these conditions:

- a) They have a cumulative employment with SBCC for a minimum of 15 years, and
- b) They have a minimum of 2,000 hours of accumulated noncredit instructional time* at SBCC, not including credit instruction.

The computation for accumulated hours begins on the first day that the noncredit faculty member taught their first noncredit class at SBCC.

* "Noncredit instructional time" is defined as instructional time in a class that receives state apportionment and for which the instructor fulfills the minimum qualifications as instructor as required by the State.

6.7 FAN Board Member Participation and FAN President

District will compensate the FAN President and FAN Board Members (average 5-7 members).

- a) The District will provide FAN Board Members up to a total of 100 hours of paid time per

academic year at the noncredit stipend rate to be divided among board members based on participation.

- b) The District will provide the FAN President up to 35 hours of paid time per academic year at the stipend rate.

7. Professional Development

FAN and the District will collaborate to create and deliver relevant professional development to support student success. District will provide faculty who have an active teaching assignment in the current semester with up to 5 hours of paid time for professional development (in addition to the School of Extended Learning in-service) from any source mutually agreed upon between the faculty member and SEL VP or designee per Fall and Spring terms, upon verification of attendance.

8. Evaluation of Noncredit Faculty

The noncredit faculty evaluation process is based on the process described in the most recent Noncredit Faculty Evaluation Packet. The process outlined below is subject to change. The current Noncredit Faculty Evaluation Packet, including the Evaluation Summary Report, Faculty Responsibilities Checklist, Observation Report and Criteria, and the general faculty evaluation overview is attached as Appendix B.

- 8.1** All new and continuing noncredit faculty shall be evaluated by a peer from the noncredit programs as assigned by the area Vice President or designee. All assigned evaluators are trained to properly observe and evaluate performance relative to an approved noncredit course outline of record, in an equitable, fair, legal and effective manner each time there is a change in the evaluation process or if the faculty member is new to the process.
- 8.2** A noncredit faculty member who also teaches credit courses will be evaluated for the noncredit classes following the noncredit evaluation procedure.
- 8.3** Peer review guides the evaluation process. The School of Extended Learning shall allocate resources to achieve the following:
 - a) Training of noncredit faculty evaluators with regard to the conduct of fair, legal, and effective faculty evaluations;
 - b) Support for evaluation procedures; and
 - c) Effective and meaningful opportunities for growth and improvement of performance.

- 8.4** The evaluation of all noncredit faculty shall be directed toward the achievement of the following objectives:
- a) To ensure quality instruction and student support services;
 - b) To share ideas for quality instruction and service to students with other faculty;
 - c) To identify areas of strength and/or areas needing improvement, and to develop a plan for improvement, if needed.
- 8.5** It shall be the responsibility of each noncredit faculty group member to participate in their own evaluation. The Vice President of the School of Extended Learning or designee is responsible for ensuring that evaluations are completed on schedule and according to procedure.
- 8.6** Evaluations are based on the performance criteria outlined in the Noncredit Evaluation Packet in Appendix B.

8.7 Evaluation Process

8.7.1 All new noncredit faculty shall be evaluated during the first semester of employment or re-employment if a break in service of two or more semesters occurs. If the evaluation is satisfactory, noncredit faculty will be evaluated on a triennial basis. Noncredit faculty who teach solely in the summer shall be evaluated in the first summer session of employment and every 3rd summer subsequently. All continuing noncredit faculty shall be evaluated at least once every three years.

8.7.2 The area Vice President or designee shall provide the evaluator (as identified by the area Vice President) with a list of noncredit faculty whom they have been assigned to evaluate that term. By the second week of instruction, the evaluator shall inform the evaluatee of the evaluation in the current semester. The evaluator may not assign a designee.

8.7.3 The evaluator will receive and shall review a copy of the evaluatee's most recent confidential evaluation report. The evaluator shall also communicate with the evaluatee regarding the materials the evaluatee needs to provide as well as to set up times for observation. and distribution of student/client surveys with a minimum one-week notice.

8.7.4 The evaluatee shall provide all course syllabi. At the discretion of the evaluator, the evaluatee shall also provide assignments used to determine achievement of the course student learning outcomes plus any other relevant course/job performance materials such sample course participation assignments, and/or web-based course materials for review by the evaluator.

8.7.5 The evaluator and evaluatee shall adhere to the expectations and responsibilities and the agreed upon noncredit faculty evaluation process as outlined in the noncredit faculty evaluation packet. Faculty evaluators must be available for the duration of the evaluation process, which begins the first day of the semester and ends on the last day of the semester. After the observation and collection of student/client surveys, the evaluator shall prepare a confidential evaluation packet that includes a determination of “meets or exceeds expectations,” “needs improvement,” or “substandard.” The evaluator shall give a copy of the evaluation packet to the evaluatee. The evaluation packet, signed by the evaluatee, evaluator, program manager, and area Vice President, shall include the following:

- a) Noncredit Faculty Evaluation Summary indicating the overall performance of the noncredit faculty member (meets or exceeds expectations, needs improvement, substandard).
- b) Faculty Responsibility Checklist to be completed by the area program manager.
- c) Noncredit Faculty Observation with evaluator's written comments (observations, student/client surveys and discussion, and evaluation of additional activities approved by the department if applicable).
- d) A compilation of the student surveys, including an accurate tabulation of qualitative results and a transcription of written student survey data that protects the anonymity of the individual student responses.

8.7.6 The evaluatee's signature on the Evaluation Summary form indicates understanding of the evaluation, not necessarily agreement with the content. An evaluation is considered complete once the evaluator has signed the Evaluation Summary Form and all required components of the packet have been shared with the evaluatee.

8.7.7 Meets or Exceeds Expectations. The evaluation packet shall be completed no later than the last day of the semester as designated on the District calendar for the semester in which the evaluation is conducted and a copy shall be given to the evaluatee. The evaluator shall submit the completed evaluation packet to the area program manager within 5 business days after the last day of the semester as designated on the District calendar for the semester. With the exception of an optional addendum from the evaluatee, no alterations or additions shall be made to the evaluation report once the evaluatee has signed it. An evaluatee's optional addendum must be submitted to the area program manager within 10 days of evaluatee and evaluator signatures. The Human Resources Department shall keep electronic copies of the completed

evaluations. All persons involved in any evaluation activity are expected to treat information obtained in the course of the evaluation confidentially.

8.7.8 Needs Improvement. If a noncredit faculty member receives an evaluation of Needs Improvement, the evaluator is responsible for submitting the evaluation to the area manager no later than 1 week prior to the end of the semester. The area Vice President and/or designee shall develop a written faculty professional development plan for improvement to be shared with the evaluatee during the evaluation meeting with the evaluator and the area Vice President or designee.

- a) The plan for improvement shall include a statement of specific areas needing improvement (based on the applicable Performance Criteria) and the measures for determining if improvement has occurred. This plan shall become part of the evaluation packet. The evaluatee will sign the plan for improvement during the evaluation meeting to be held no later than the last day of the semester as designated on the District calendar for the semester in which the evaluation is conducted. A copy of the plan shall be included in the packet by the area Vice President or designee. The packet is considered complete once signed by the evaluatee and evaluator. The evaluatee may submit written comments, which become part of the evaluation packet. Written comments are to be submitted no later than 5 business days beyond the last day of the semester.
- b) A follow-up evaluation shall occur in the next immediate assigned semester. The evaluator shall indicate in a written report whether or not the specific areas for improvement have been satisfactorily achieved. If the plan for improvement is satisfactorily achieved, no additional requirements will be placed on the evaluatee and they will return to satisfactory status in the evaluation cycle. If the evaluator in consultation with the area Vice President determines that the plan for improvement is not satisfactorily achieved, they will determine whether to designate the evaluation as Needs Improvement or Substandard.

8.7.9 Substandard. If the evaluator, in consultation with the area Vice President, determines that the evaluatee's performance is substandard, the evaluatee will not be rehired. The evaluatee maintains their due process rights throughout the evaluation, and may seek redress through the grievance process as enumerated in Board Policy/Administrative Procedure 7216 - Faculty Grievances.

8.7.10 Evaluations and Compensation: A noncredit faculty member who serves as an evaluator, shall be paid a total of four (4) hours at the noncredit stipend rate for conducting the evaluation process, and the evaluatee shall be paid one hour at the noncredit stipend rate for the evaluation meeting with the evaluator. In addition, the evaluator shall be paid for any associated mandatory training. Under

special circumstances, a Needs Improvement evaluation may require more work by the evaluator to provide input on an improvement plan. In a Needs Improvement scenario, faculty shall be compensated for a maximum of two additional hours in addition to the four hours of a satisfactory evaluation.

9. Procedures for Noncredit Faculty Reassignment Rights

9.1 Scheduling Priorities

9.1.1 Course offerings are created according to the School of Extended Learning strategy to offer courses and programs that best serve student needs. Program leaders, in consultation with appropriate faculty, are responsible for determining noncredit faculty assignments and scheduling.

Scheduling will be done as follows: Using criteria 1-8 as listed below, one class will be assigned to noncredit faculty members with SRP (Seniority Rehire Priority) in order of longevity, as long as a suitable class assignment is available for each of those noncredit faculty with SRP. Any remaining class assignment(s) will be made according to criteria 1-8 listed below. Nothing precludes these remaining class assignment(s) from being distributed to part-time faculty with less seniority. The aforementioned procedures will not preclude a program leader from hiring a new part-time faculty member in order to address an emerging, changing, or unmet departmental need.

The objective is to assign the most qualified faculty member for each course. 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. Scheduling decisions shall be based on the following criteria:

1. Education
2. Discipline-specific professional development
3. Scope and recency of experience
4. Evaluations
5. Diversity
6. Currency in area or subject(s) taught
7. Previous assignments within the department
8. Professional certification where appropriate

Noncredit faculty must provide their availability or any changes to availability to their program leaders for consideration.

9.2 Assignment of Noncredit Faculty

9.2.1 All noncredit faculty assigned to teach a course must:

- a) Meet the State-mandated minimum qualifications for the discipline or equivalency as outlined in AP 7211.
- b) Demonstrate an ability to prepare adequately for a specific course;
- c) Possess effective teaching skills; and
- d) Actively include equity, diversity, and inclusionary practices and principles in their pedagogy.

9.3 Rehire Preference

9.3.1 After teaching a course of any length for four successively offered terms (not including summer sessions), a noncredit faculty member will attain rehire preference for at least one section per term of that specific course when offered.

9.4 Needs Improvement or Substandard Evaluations

9.4.1 A noncredit faculty member loses preference for rehire after two consecutive "Needs Improvement" evaluations, or one "Substandard" evaluation.

9.5 Breaks in Service

9.5.1 A noncredit faculty member will lose rehire preference for a course if they decline an offer to teach that course for two terms that it is regularly offered (not including summer sessions) within a three year period. After a break in service, rehire preference can be reestablished in accordance with paragraph 9.3 above.

10. Grievance

A grievance is a claim by one or more members that there has been a misinterpretation, misapplication, or violation of a provision of this Agreement.

10.1 Purpose

10.1.1 The purpose of the grievance procedure is to attempt to secure an expeditious and equitable solution to a contract interpretation or application problem in a manner consistent with this Agreement.

10.1.2 If a noncredit faculty member believes that their rights have been violated, a grievance may be filed utilizing procedures consistent with those contained in District Administrative Procedure 7216 - Faculty Grievances. Any changes to AP 7216 will supersede the process outlined below.

10.2 Definitions

10.2.1 A "grievance" is a formal written allegation by a grievant that they or the Faculty Association Noncredit ("FAN") 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

10.2.2 A "grievant" is any one or more unit members covered by the terms of this Agreement who pursues a grievance or the Faculty Association Noncredit acting in pursuit of a grievance.

10.2.3 It is agreed that FAN 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 FAN; having chosen to be included, the unit member relinquishes the right to pursue their own grievance.

10.2.4 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.

10.2.5 The "immediate supervisor" is the relevant program manager designated by management to administer grievances and having immediate jurisdiction over the grievant. When the FAN 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.

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

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

10.3 Representation, Levels, and Steps in the Process

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

10.3.1 Informal Level

10.3.2 The District and the FAN 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 FAN president or designee may be available to assist in conciliation.

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

10.3.4 Formal Level

10.3.5 Step One:

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 an optional copy to the Grievance Officer of the Faculty Association Noncredit (FAN).
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.
3. Upon the request of either party, a face to face meeting will be held.
4. The supervisor shall review the grievance and communicate their decision to the grievant 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.

10.3.6 Step Two:

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

3. Upon the request of either party, a face to face meeting will be held to discuss the grievance and appeal.
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.

10.3.7 Step Three:

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.
2. Upon the request of either party, a face to face meeting will be held to discuss the grievance and appeal.
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.

10.3.8 Step Four:

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.
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.

11. Committee Participation

Only noncredit faculty with an active teaching assignment are eligible to receive compensation for committee service. For participatory governance committees,

committee representatives are generally selected by FAN. For other committees, committee representatives are usually selected by the Area Vice President or designee in consultation with FAN. In an effort to ensure broad noncredit faculty participation, compensation for committee service is limited to two participatory governance committees per academic year.

11.1 Committee Seats

11.1.1 Curriculum Advisory Committee (CAC) (Faculty Committee):

- a) Each Noncredit Faculty representative appointed to the Curriculum Advisory Committee by the Vice President of the School of Extended Learning or designee shall receive compensation for such membership and associated activities;
- b) Compensation shall be at Lab step 7 of the Noncredit Salary Schedule 25;
- c) Compensation shall not exceed 144 hours per representative in any academic year;
- d) Represents a monthly average of 12 hours, but is not a monthly limit.
- e) The faculty members are obligated to perform all duties and responsibilities associated with membership on this committee.

11.1.2 Student Learning Outcome (SLO) (Faculty Committee)

- a) Each Noncredit Faculty representative appointed by the Vice President of the School of Extended Learning or designee to the SLO committee shall receive compensation for such membership and associated activities;
- b) Compensation shall be at Lab step 7 of the Noncredit Salary Schedule 25 at the noncredit non-instructional hourly stipend hourly rate listed above;
- c) Compensation shall not exceed 36 hours in any academic year;
- d) Represents a monthly average of 3 hours, but is not a monthly limit.
- e) The faculty member is obligated to perform all duties and responsibilities associated with membership on this committee

11.1.3 Program Evaluation Committee (PEC) (Participatory Governance)

- a) Each Noncredit Faculty representative appointed to the Program Evaluation Committee by the FAN president through a broad solicitation of interest shall receive compensation for such membership and associated activities;
- b) Compensation shall be at Lab step 7 of the Noncredit Salary Schedule 25;
- c) Compensation shall not exceed 80 hours in any academic year;

- d) Represents a monthly average of 8 hours (based on 10 months), but is not a monthly limit.
- e) The faculty member is obligated to perform all duties and responsibilities associated with membership on this committee.

11.1.4 Teaching and Learning Committee (TLC) (Faculty Committee)

- a) Each Noncredit Faculty representative appointed to the Teaching and Learning Committee (TLC) by the Vice President of the School of Extended Learning or designee and shall receive compensation for such membership and associated activities;
- b) Compensation shall be at Lab step 7 of the Noncredit Salary Schedule 25 at the non-instructional hourly rate listed above;
- c) Compensation shall not exceed 24 hours in any academic year;
- d) Represents a monthly average of 3 hours (based on 8 months), but is not a monthly limit.
- e) The faculty member is obligated to perform all duties and responsibilities associated with membership on this committee

11.1.5 College Planning Council (CPC) (Participatory Governance)

- a) Each Noncredit Faculty representative appointed by the FAN president through a broad solicitation of interest to the College Planning Council shall receive compensation for such membership and associated activities;
- b) Compensation shall be at Lab step 7 of the Noncredit Salary Schedule 25 ;
- c) Compensation shall not exceed 24 hours in any academic year;
- d) Represents a monthly average of 3 hours (based on 8 months), but is not a monthly limit.
- e) The faculty member is obligated to perform all duties and responsibilities associated with membership on this committee

11.1.6 Hiring Committee Service:

- a) Each Noncredit Faculty representative appointed by the FAN president (in consultation with the hiring committee chair) to serve on a hiring committee upon broad solicitation of interest, shall receive compensation for such service and associated activities;
- b) Compensation shall be at Lab step 7 of the Noncredit Salary Schedule 25;
- c) For part-time faculty hiring committees, compensation shall not exceed 6 hours;
- d) For permanent personnel hiring committees, including faculty,

- classified staff and managers, compensation shall not exceed 12 hours in any academic year;
- e) For executive leadership hiring committees, compensation shall not exceed 18 hours;
 - f) The faculty member is obligated to perform all duties and responsibilities associated with membership on this committee

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

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

13. Leave

- 13.1** Part-time noncredit faculty shall accrue sick leave at the rate of one (1) hour for each seventeen (17) hours of service. Such accumulated sick leave is available for use only after the member has taught thirty-six (36) hours.
- 13.2** 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.
- 13.3** All unused sick leave shall be cumulative from year to year unless there is a break in service of three (3) primary semesters or more. If part-time employees become contract or regular employees, their accumulated sick leave shall remain credited to the employee.

Bereavement

In the event of the death of an immediate family member, bereavement leave will be granted in proportion to the noncredit faculty members teaching load, equal to 60% of the individuals weekly teaching load, or full week if out of state travel is required

14. Jury Duty

Part-time noncredit faculty shall receive jury duty leave in the same manner as provided for contract/regular faculty, in accordance with the provisions of District Board Policy 7340 - Leaves. When deemed necessary by the Vice President of the School of Extended Learning, the District shall provide substitutes for the classes of those absent on jury duty.

15. Participation in Tax Sheltered Annuity Program (TSA)

Noncredit faculty who regularly work half time or more for the SBCC School of Extended Learning shall be entitled to participate in the District's tax sheltered annuity plan (403b) program through college payroll deductions. Half-time for noncredit Extended Learning faculty shall be defined as 12.5 teaching hours or more per week in any term. Regular work

is defined by Fall and Spring semester assignments exclusive of summer sessions or any other special assignments. Teaching during summer sessions does not affect eligibility for TSA participation. Initial participation for noncredit faculty requires completion of three consecutive semesters of 12.5 teaching hours per week. Participation thereafter requires an active faculty assignment. Part-time teaching in the SBCC credit and noncredit programs may be combined to meet the requirement of half-time teaching under this section.

16. MoU Replaces and Supersedes Previous MoUs

This Memorandum of Understanding (MoU) replaces and supersedes all previous Memoranda of Understanding between the District and noncredit faculty regarding compensation and other rights accorded noncredit faculty by the District. This MoU shall remain in full force and effect up to and including June 30, 2028 and shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, 2027 or March 15 of subsequent years, of its request to modify, amend or terminate this MoU.

FOR THE ASSOCIATION:

Tricia Mautone

Tricia Mautone
President, Faculty Association Noncredit

Diana Musacchio

Diana Musacchio
Faculty Association Noncredit

Susan Braden

Susan Braden
Faculty Association Noncredit

FOR THE DISTRICT:

Dan Le Guen-Schmidt

Daniel Le Guen-Schmidt
Vice President, Human Resources
Santa Barbara Community College District

Carola Smith

Carola Smith
Assistant Superintendent/Vice President,
School of Extended Learning
Santa Barbara Community College District

Appendix A: Salary Table 25 Noncredit Part-time Faculty

Salary Table 25
Non-Credit Part-Time Instructor Salary Table
2024-2025

effective July 1, 2024 - June 30, 2025

Step	Lecture	Lecture w/adv Degree	*Lab	Lab w/adv Degree
1	73.59	76.73	55.20	57.54
2	77.07	80.35	57.81	60.26
3	80.53	83.95	60.40	62.97
4	84.01	87.58	63.01	65.69
5	87.47	91.18	65.60	68.38
6	90.95	94.81	68.21	71.11
7	94.58	98.59	70.94	73.94
8	98.36	102.55	73.78	76.91
9	102.31	106.65	76.73	79.98
10	106.40	110.92	79.80	83.19

Appendix B: Noncredit Faculty Evaluation Packet



Noncredit Instructor Evaluation Summary

Evaluatee Name: _____ Semester/Year: _____
(print name)

Overall Evaluation:

_____ **Meets or Exceeds Expectations** with regard to each of the applicable District Performance Criteria

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

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

Acknowledgment of Receipt:

Evaluatee: _____ Date: _____ Signature: _____

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

Evaluator: _____ Date: _____ Signature: _____

Program Manager: _____ Date: _____ Signature: _____

Area VP: _____ Date: _____ Signature: _____

**SANTA BARBARA CITY COLLEGE
NONCREDIT FACULTY RESPONSIBILITIES CHECKLIST
(to be completed by the Program Area Manager or Designee)**

Evaluatee: _____

Evaluator: _____

Program Lead: _____ **Date:** _____

	Meets or Exceeds Expectations	Needs Improvement*	Substandard*	N/A
Responsibilities to District				
a. Adheres to the COR and provides a syllabus to the program lead in a timely manner				
b. Submits final grades and positive attendance records on time				
c. Responds to official college commitments in a timely manner				
d. Assesses and reports Student Learning Outcomes (SLOs)				
e. Reports personal absences and makes reasonable efforts to find a qualified substitute				
f. Completes attendance rosters in class and provides the rosters to the program lead in a timely manner				
g. Complies with District policies and procedures				

* If any needs improvement or substandard comments are indicated, all information substantiating any needs improvement or substandard check mark shall be included with this form.

Comments:

Noncredit Instructor Observation Report

Evaluatee Name: _____ **Date:** _____
(date of observation)

Course: _____

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

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

Observation Criteria

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

Currency and Depth of Knowledge

- Instructor demonstrates current knowledge in subject area
- Material presented relates to course and class outline (COR)
- Material presented encourages students to engage in critical thinking
- Material is presented at a level promoting student understanding
- Identifies questions appropriate to the course or current discussion

Methods and Techniques of Instruction/Responsiveness to Students

- Employs a variety of inclusive strategies for instruction: visual aids, handouts, student interaction, etc.
- Demonstrates knowledge of technology used
- Applies technology appropriately and equitably
- Communicates with the class using inclusive, understandable vocabulary and patterns of speech
- Humor, voice levels, and eye contact are used appropriately
- Divergent points of view are presented
- Students are addressed by name
- Attention is given to student concerns and questions
- Student contributions are recognized and acknowledged

Organizational Skills

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

Diversity, Equity and Inclusion: Student Engagement

- Engages students so they remain for the entire class/laboratory session
- Communicates clearly and with inclusive language
- Promotes a positive learning environment where students feel safe engaging
- Encourages social interaction between students when appropriate
- Responds positively to student nonverbal clues indicating boredom, curiosity, confusion, or frustration

Additional Comments: (Optional)

Provide any other additional comments or observations that do not fall under the previous categories. This may include positive comments and constructive suggestions.

Noncredit Faculty Evaluations Process: General Overview for Faculty

- A. Purpose**
- B. Terminology**
- C. Expectations and Responsibilities for Evaluatees**
- D. Expectations and Responsibilities for Evaluators**

A. Purpose

1. The main purpose of noncredit faculty evaluations is to provide the Evaluatee with feedback on what works well and what could be improved.
2. The evaluation process is an opportunity for both the Evaluatee and the Evaluator to learn from each other, and to experience and share different approaches to teaching and learning.
3. Regularly scheduled evaluations are required by the California Community College Chancellor's Office.

B. Terminology

1. **School of Extended Learning = SEL**
2. **Noncredit Faculty = NC Faculty:** Faculty at SEL who teach at least one noncredit course
3. **New Faculty:** those teaching with SEL Noncredit for the first time
4. **Returning Faculty:** those who have had a break in teaching SBCC noncredit courses for longer than two consecutive primary semesters, e.g. fall/spring or spring/fall
5. **Continuing Faculty:** those who taught SBCC noncredit course without a break longer than two primary consecutive semesters

C. EVALUATEES: Expectations and Responsibilities

1. If it is time for you to be evaluated: During the first two weeks of the term, your Manager (or designee) will send you an email notification regarding the upcoming evaluation, with detailed information about the evaluation process along with a link to a Google Drive folder with evaluation materials.
2. The Evaluator assigned to you will contact you to set up a mutually agreed upon date and time for the 50-minute Class Observation.
3. You will need to provide your Evaluator with a syllabus for the course you are teaching (the one in which you will be evaluated) and any other materials that may be pertinent at least one week prior to the Observation Day.
4. You are also responsible for providing all of your students in all of your classes with your Student Survey link:
 - This is the anonymous survey that students in your course will fill out.
 - The link/QR code to the Student Survey that is unique for you and will be included in the materials in the Google Doc folder referred to above.
 - Provide the survey link/QR code to your students via whichever way works best for your particular class (email, via Zoom chat, writing the link on the board, posting the QR code, etc). It is recommended to use more than one way to distribute the survey to your students.

- There is a video link embedded in the survey itself, with information for the students regarding the survey. Here is the link if you would like to see the video yourself.
YouTube: https://youtu.be/5bCG-XZ_sqY
- 5. On the mutually agreed upon class Observation Day, the Evaluator will arrive to observe the class for 50 minutes. (More time might be needed if the Evaluator feels it is necessary to gain a better appreciation of the class.)
- 6. Inform your students about the process shortly before the Evaluator arrives. You might want to say something like:
 - a. "Faculty evaluations are an important part of the college's ongoing assessment processes. Another noncredit instructor will be observing today's class, and you will have an opportunity to provide feedback by completing a student evaluation survey. Your feedback is anonymous. Your input is very important to us in our efforts to engage in continuous program assessment and improvement. Thank you in advance for your participation."
- 7. Continue teaching your class as the Evaluator observes the class. The Evaluator will leave at the end of their observation time.
- 8. The Evaluator will contact you to set up a mutually agreed upon date and time for the Final Meeting.
- 9. At the Final Meeting, you and the Evaluator will review and discuss the observation, student surveys and the evaluation in general.
 - a. Sign the forms
 - b. Evaluatee will be compensated for one hour for the Final Meeting.
- 10. The Evaluator is responsible for turning in all the paperwork.

Note: More information on the evaluation process will be available for the Fall 2022 term. Please contact your Manager with any questions you may have.

D. EVALUATORS: Expectations and Responsibilities

1. You will be notified by your Manager that you are an Evaluator no later than one week prior to the upcoming term.
2. You will be provided with training to be an Evaluator.
3. During the first week of the term, the Program Manager (or designee) will send you an email notification indicating whom you will be evaluating and other pertinent information you will need to proceed with the evaluation.
4. Read and become familiar with the Evaluatees responsibilities in the process (see above).
5. Early in the term, contact each Evaluatee to set up a mutually agreed upon date and time for the 50-minute Class Observation.
6. On the Class Observation Day, arrive at the mutually agreed upon time to observe the class for 50 minutes. (More time can be taken if you feel it is necessary to gain a better appreciation of the class.)
7. Complete the Class Observation Form.
8. Contact the Evaluatee to set up a mutually agreed upon date and time for the final Final Meeting. This meeting should take place *no later than* one week before the end of the term.

9. Before conducting the Final Meeting, review the Student Survey results provided to you by the program assistant.
10. Complete the Evaluation Summary Form and review the Faculty Responsibilities Checklist, which can be found in your Google folder provided by your program manager and administrative assistant.
11. Conduct the Final Meeting at the mutually agreed upon time and day.
 - a. Review and discuss the observation, student surveys, and the evaluation in general.
 - b. Obtain Evaluatee's signature and sign the forms.
12. Prepare and turn in the Evaluation Packet no later than 5 working days beyond the final day of the semester.
13. You will be compensated for four hours per Evaluatee and up to 2 hours of training.

Thank you to the Evaluatees and Evaluators for your cooperation in the Noncredit Evaluation Process. Your participation is highly appreciated!











2025-28 SBCC MOU Noncredit Faculty_FINAL (2)


Final Audit Report


2025-04-28


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By:	Erin Coulter (edcoulter@pipeline.sbccc.edu)
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