TENTATIVE AGREEMENT
BY AND BETWEEN THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SANTA BARBARA
CITY COLLEGE CHAPTER #289

This Tentative Agreement (TA), is entered into by and between the Santa Barbara Community College District (District) and the California School Employees Association and its Santa Barbara City College Chapter #289 (CSEA or Association).

The parties agree to the following regarding Criteria for CSEA Unit Members working in Part-Time Faculty Assignments:

In compliance with the Department of Labor, Fair Labor Standards Act, the District agrees to pay unit members one and one-half times their regular rate of pay for all hours worked over forty in one week. Additionally, employees in the state of California are also eligible for overtime compensation for hours worked in excess of eight hours in one day. This calculation of forty hours in a week or eight hours in a day includes classified hours worked as well as hours worked in the normally exempt category of teaching. Unit members are eligible to work as a part-time instructor if they satisfy the following criteria:

1. It is at the discretion of the instructional hiring department to make an offer for a part-time faculty assignment, which may include a blended overtime rate of compensation.
2. The unit member must notify their classified supervisor prior to the beginning of the part-time faculty assignment for the semester, including summer sessions. The unit member is responsible for informing their classified supervisor of their assigned part-time faculty schedule prior to the start of the semester.
3. Unit members that teach classes at a time that conflicts with their classified job schedule are required to have prior approval from their classified supervisor to accept the part-time faculty assignment. Unit members are required to use an alternative workweek schedule or vacation time to accommodate the part-time faculty assignment. Both of these must be approved in advance. Supervisors shall confer with their Area Vice President if the proposed part-time faculty assignment conflicts with the standard operating hours for which they are employed as a unit member.
4. The unit member's most recent evaluation must have an average overall rating of "meets expectations" or better (or satisfactory or better based on pre July 2019 evaluation form).

5. Unit members are permitted to teach no more than six (6) total TLU's during fall and six (6) total TLU's during spring semesters. Also, unit members are permitted to teach no more than three (3) total TLU's for each summer I and summer II sessions.

6. Additional part-time instructional assignments may not be completed during the standard operating hours they are employed as a unit member, such as but not limited to, conducting instructional office hours or course preparation time.

7. It is understood by the unit member that their classified duties take priority and that their part-time faculty workload shall not interfere with their ability to perform essential duties of their classified job. The unit member's supervisor reserves the right to deny approval for a future term assignment should there be a conflict with the completion of essential duties.

This replaces Article 17.

This tentative MOU is subject to ratification by CSEA and its Santa Barbara City College Chapter #289 and the approval of the Santa Barbara Community College District Board of Trustees.

FOR THE ASSOCIATION:

Elizabeth Auchincloss
President, CSEA Chapter #289

Mark Moore
Labor Relations Representative
California School Employees Association

FOR THE DISTRICT:

Lyndsay Maas
Vice President
Santa Barbara Community College District

6/19/19
Date