MEMORANDUM OF UNDERSTANDING
between the
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER #289

Criteria for Classified Staff to Teach Part-time

The U.S. Department of Labor indicates that community college classified employees fall under the Fair Labor Standards Act (FLSA) and therefore, those classified employees categorized as non-exempt are entitled to one and one-half times their regular rate of pay for all hours worked over forty in one week. Additionally, non-exempt 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.

Classified staff members are eligible to work as an adjunct instructor if they satisfy the following criteria:

1. Classified staff members who have served as an adjunct instructor in 2013-14 will be allowed to teach credit and Continuing Education (non-credit) courses.
2. Classified staff members who are "grandfathered" to continue being hired as an adjunct instructor will be allowed to teach the number of courses per term that they were assigned to in 2013-14.
3. Classified staff members who are "grandfathered" to teach are not guaranteed future class assignments.
4. Classified staff members that teach classes at times that conflict with the performance of their job responsibilities are required to have prior approval from their supervisor to teach these classes.
5. Classified staff members who are employed 10 or 11 months per year, are eligible to teach as an adjunct instructor at times when they are not on contract.
6. Adjunct faculty who accept a staff position will be included in the grandfather clause if this occurs during 2013-14 academic year.
7. Grandfather protection ends if staff member does not teach as an adjunct for two consecutive semesters.
8. If an unforeseen condition is discovered by either party it is agreed that this clause will be reopened for consideration.

_____   _____
SBCCD   CSEA

_____   _____
Date   Date