## TENTATIVE AGREEMENT ARTICLE 12: HOURS OF SERVICE

Section 12.1. The standard workweek is comprised of a variety of professional activities on and off campus, including but not limited to, instructional assignments, regular librarian and counselor assignments, preparation for such assignments, evaluation of student performance, submission of grades within five business days after the last day of class, census submission as specified in the schedule of classes, and submission of positive attendance records within five business days after the last day of class, participation in student advisement, participation in faculty and administrative committee assignments, curriculum development, maintenance of office hours, participation in consultations with students and assisting in the conduct of student co-curricular performances.

Section 12.2. The standard workweek shall be Monday through Friday (subject to provisions in Section 5 of this Article). No Faculty Member shall be assigned more than five workdays per week. This Article applies to all instructional, and non-instructional faculty. If a Faculty member has a Saturday assignment, such Faculty Member will not be assigned on a day during the standard workweek mutually agreed to by the Faculty Member and the Faculty Member's immediate supervisor.

During any semester, if in the opinion of the School Dean, the teaching assignment of a Faculty Member or Members within their Division is such that they cannot meet the requirements of this Section, the Dean may suspend the requirements of this Section for that Faculty Member or those Faculty Members.

District shall report each exception to the Association Executive Board no later than the fourth week of classes of the semester within which the exception occurs.

Section 12.3. In addition to their regularly scheduled teaching assignments, all Faculty Members assigned to classroom instruction shall maintain at least five (5) office hours per week. Faculty members shall publish such hours and availability in each course syllabus and provide such information for posting on the District's website. All Faculty Members shall be available to students by appointment and shall so notify students.

Section 12.3.1 A proportionate adjustment of faculty's scheduled office hours shall be made in accordance with the amount of a faculty member's reduced load. Example: Regular schedule of classes is 15 SIU's with five (5) hours of scheduled office hours. A reduced load of 12 SIU's will result in four (4) hours if of scheduled office hours.

**Section 12.4.** Faculty members will devote an average of two (2) hours per week, beyond their assigned load (i.e. teaching/office hours, counseling hours) to faculty and administrative committee assignments and other areas of service to the District.

Such committee assignments may include but are not limited to: Advisory Committee service, Senate Committee representative (not as an alternate), Faculty advisor for student clubs as approved through the Student Activities Ooffice of Student Life, and all College Committees. In addition, the following may be completed in lieu of the required two (2) hours per week of administrative committee assignments: mentoring tenure track faculty, mentoring non-tenure track full-time faculty, mentoring adjunct faculty, work in the Academic Skills Center, student mentoring for the International Student Center, student and community outreach, and other assignments as approved in writing by the School Dean.

## Section 12.4.1 Participation in Mandatory Training

Faculty members may be required to participate in up to will devote two (2) of their seven (7) days of flex training, as established in Article 4, to for mandatory training.

- 12.4.1.1 Mandatory training for the purposes of this Article is defined as either of the following:
  - a. Training that is mandated by state or federal law, whether mandated for all faculty, or for faculty in specified positions. Such training includes, but is not limited to:
    - 1) Training for any faculty member who serves on a hiring committee as required by Title 5 of the California Code of Regulations;
    - 2) Sexual Harassment Training pursuant to SB 1343 (amending sections 12950 and 12950.1 of the Government Code); and
    - 3) Safety training for faculty teaching in courses where hazardous materials, chemicals and/or dangerous equipment are routinely used, and are subject to state or federal regulations mandating safety training for instructors in those positions.
  - b. Training that the parties mutually agree is necessary, whether for all faculty, or as a prerequisite for service in a specified position. Such training includes but is not limited to:
    - 1) TRC training for faculty participating on a TRC regarding the duties and expectations of TRC members, as described in Article 20.

- 2) AP 4105 (Distance Education) training for all faculty who teach distance education courses pursuant to Article 14 of the CBA, to ensure compliance with applicable state and federal regulations.
- 12.4.1.2. It shall be the responsibility of all faculty members to attend mandatory training provided by the District and applicable to their positions and assignments.
- 12.4.1.3 It shall be the responsibility of the District to provide mandatory training for all affected faculty members as follows:
  - a. Mandatory training shall be scheduled on Professional Development Days (as set forth in Article 4), for a maximum equivalent of two (2) days, to be distributed among the seven (7) days devoted to professional development training.
  - b. The District shall offer at least one make-up training session, per academic year, for faculty required to receive mandatory training who did not attend during Professional Development Days. Make up training is included in the contractual workweek.
  - c. In the event mandatory training requires more hours than those provided during Professional Development Days, and make-up training days, additional hours of training shall be provided by the District during the faculty members' workweek.
  - d. Mandatory training may also be scheduled at other times during the academic year where required by law, or upon mutual agreement of the parties. Such training of one hour or less is included in the contractual workweek. Training of more than an hour will be paid at the appropriate stipend rate.
  - e. The District may also identify non-District training that satisfies the particular legal requirements of a mandatory training. If the District utilizes such training in lieu of offering in-District training, the District will pay the costs of the training, and faculty will be paid in the same manner as in-District training. If faculty opt to take such training instead of a District-provided training, they do say at their own cost, and are not entitled to receive any additional pay for attending such training.

**Section 12.5.** All teaching loads shall be measured in Semester Instructional Units (SIU). Semester Instructional Units shall be calculated upon the following ratios:

Type of Instruction (a) Lecture hours - credit	SIU Ratio Ho 1: 1.0	ours per SIU/semester 18
(b) Lab Hours - Credit (Includes but not limited to: Sci credit lab and Varsity Sports credit lab)	1: 0.667 ience Kinesiology,	27 Physical Education
(c) ESLN (ESL Non-Credit)	1: 0.8	22.5
(d) CDCP Non-Credit Course (not "open entry/open exit")	1: 1.0	18
(e) All other CDCP Non-Credit Course ("open entry/open exit")	1: 0.667	27
(f) Traditional Non-Credit (Non-CDCP)	1: 0.667	27

A lecture SIU is 18 hours of instruction per semester. Ratios above are based on a lecture SIU.

If overload is applicable, unit members shall select which courses are designated as load and overload, every semester per their faculty schedule and load plan.

Section 12.5.1 The maximum teaching assignment shall ordinarily be no more than three different class preparations per semester. Should program needs or instructor preference make a higher number of preparations desirable or necessary, the maximum may be exceeded by mutual agreement between the Faculty Member and the School Dean. In order to provide a full load, when no other assignments exist for which the Faculty Member meets minimum qualifications, the District right of assignment prevails.

**Section 12.6.** Librarians, non-counseling coordinators, and counselors' standard work week shall be based on forty (40) hours per week.

The specific hours shall consist of the following:

### **Counseling Faculty**

- Thirty-two (32) hours of direct student contact and/or other counseling duties as assigned by area administrator including departmental meetings
- Six (6) hours of unassigned time

• Two (2) hours of committee assignments and other areas of service to the district (as outlined in 12.3.1)

### Librarians

- Thirty-two (32) hours of direct student contact and/or other librarian duties as assigned by area administrator including departmental meetings
- Six (6) hours of unassigned time
- Two (2) hours of committee assignments and other areas of service to the District (as outlined in 12.3.1)

### **Non-Counseling Coordinators**

- Thirty-two (32) hours of program coordination time
- Six (6) hours of unassigned time
- Two (2) hours of committee assignments and other areas of service to the district (as outlined in 12.3.1)

Section 12.6.1 With approval from the area Dean/Director, a faculty member may complete their weekly assignment in four (4) working days. This assignment will count as five (5) working days.

Section 12.6.2 SIU conversion for Librarians, non-counseling coordinators, and counselors: of the forty-hour workweek, all forty hours are subject to SIU conversion.

Number of SIU 3 SIU hours/week, per semester 8.0

**Section 12.7.** Load Balancing. Instructional Faculty workload is 30 SIU's per academic year. Typically, the 30 SIU's are split evenly between fall and spring semester, but by mutual agreement between the Faculty Unit Member and School Dean, this load shall/may be balanced between summer, fall, winter, and spring in the same academic year.

The agreement must be in place for the full academic year determining the load split at the beginning of the academic year, unless unit member is unable to fulfill their term load obligation. Sections 12.3, 12.4 and 12.7 are in effect regarding office hours, service to the district, and maximum loads. Faculty will be paid their full base salary throughout the academic year. with aAny additional overload will be paid in the spring semester. The District may request repayment from Faculty who do not fulfill the agreement as agreed, as outlined in their load plan.

When a load balancing agreement is not in place, The workload for the Summer Session(s) shall not exceed ten (10) SIU's per summer session. Non-credit courses shall be exempt from this limit. All SIU's in excess of the workload as defined above, shall be compensated at the adopted hourly summer/overload rate as described in Article 8. The unit member and the District will complete the Faculty Load Balance Agreement, and provide a copy to CODFA.

The maximum assignment shall ordinarily be three different class preparations per semester. Should program needs or instructor preference make a higher number of preparations desirable or necessary, the maximum may be exceeded by mutual agreement between the Faculty Member and the School Dean. In order to provide a full load, when no other assignments exist for which the Faculty Member meets minimum qualifications, the District right of assignment prevails.

**Section 12.8.** Full-time faculty members will be provided an opportunity for overload of up to 40% within the discipline originally hired in or transferred into before adjunct faculty are assigned. A faculty member may be assigned requested overload of up to 60% with administrative approval.

**Section 12.9.** In lieu of the payment provided for in **Section 12.7.** above, for SIU's or hours in excess of work load, Faculty Members who so choose may "bank" excess SIU's in accordance with the provisions of the regulations and guidelines contained in **APPENDIX G**.

**Section 12.10.**Team teaching assignments shall be available to Faculty in the manner prescribed in **ARTICLE 3**, **Section 3.18**. All such assignments shall require the approval of the Vice President of Instruction/Chief Instructional Officer or appropriate Administrator.

## Section 12.11. Department Chairs

### **Section 12.11.1** Definitions

- a. The Department Chair is an additional assignment for a full-time faculty member with responsibility in a department.
- b. A department is an organizational unit defined by the District.

## Section 12.11.2 Eligibility

Eligibility shall be in the following order.

- 1. Tenured faculty within the department
- 2. Non-tenured full-time faculty within the department
- 3. Full time tenured faculty from any department
- 4. Full time faculty from any department
- Faculty on sabbatical shall not retain Department Chair assignments

#### Section 12.11.3 Term

- a. The Department Chair position is no less than a ten (10) month assignment and up to an eleven (11) month assignment.
- b. Department Chairs will be elected for a two (2) year term.
- c. In order to meet the needs of the Department, Department Chairs will be paid at a \$1,300 \$1,100 monthly stipend totaling \$13,000 \$11,000 for ten (10) months or \$14,300 \$12,100 for eleven (11) months. There will be

mutual agreement between the Chair and the Dean regarding the scheduling of the additional month.

**Section 12.11.4** Compensation & Determination of Duties: Department Chairs will be compensated with one of the following:

- a. Department Chairs will be compensated Aa stipend according to Appendix H.
- b. A combination of stipend and reassign time. Department Chairs may request to purchase up to five (5) Semester Instructional Units (SIUs) as reassigned time per semester. The cost of this reassign time per SIU is one-tenth of the current Department Chair stipend for ten (10) months.

A contract will be issued for each Department Chair. The contract will include the duties and responsibilities, term of the assignment, additional days, and total stipend/reassign time.

## Section 12.11.5 Election Procedures

- a. Department Chair elections shall occur every two years or as necessary to fill a vacancy.
- b. Departments will be defined by the District no later than the 7<sup>th</sup> week of the semester. All full-time faculty will be assigned to a department by the District.
- c. Nominations shall occur no later than the 9<sup>th</sup> week of the spring semester.
- d. Nomination will be open for two weeks.
- e. If there are no tenured faculty within the department nominated at the end of the two-week nomination period, nominations will open for one week for non-tenured full-time faculty within the department.
- f. If there are no nominations of full-time faculty for Department Chair within a Department, nomination will open for an additional week for tenured faculty from any Department of the district.
- g. The Department Chair is elected by the faculty in the Department.
- h. Full time faculty within the department will have one vote each.
- i. Department Chair election will be by secret ballot.
- j. Elections shall take place no later than the 12<sup>th</sup> week of the spring semester.
- k. Elections shall be decided by a simple majority of the legal votes cast. In the event of a tie, the Dean will make the decision.

**Section 12.11.6** Job Description. The Department Chair duties shall be performed outside his/her regular assignment including office hours. To provide assistance to the Dean and faculty of the area in carrying

out duties and responsibilities, the position of Department Chair shall be established in accordance with specific duties. A contract will be issued for each Department Chair. The contract will include the , term of the assignment, additional days, and total stipend/reassign time.

Because of the wide spectrum of needs, the duties may include, but are not limited to, the following:

- a. Facilitate communication among full and part-time faculty within the department and conduct regular scheduled department meetings including full and part-time faculty and staff.
- b. Participate in department chairperson meetings with the School Dean and/or Director and facilitate communications to and between departments and college-wide committees.
- c. Work with faculty to facilitate the development of a schedule of classes to recommend to the Dean that meets the District Enrollment Management goals and objectives. It is not the responsibility of the department chair to assign faculty to sections during schedule development.
- d. Coordinate, <u>in cooperation with discipline faculty</u>, <u>Program Enhancement Plan (PEP) and Program Enhancement Plan Updates (PEPUps) program reviews</u>, Program Review Yearly Updates and tasks associated with our planning processes.
- e. Coordinate the decision-making process for the selection of textbooks and ensure all textbook selections are communicated to the bookstore in a timely manner
- f. Assist the Dean in maintaining adequate adjunct pools.
- g. Assist with new faculty mentoring and/or facilitate the involvement of full-time faculty in the evaluation of adjunct faculty.
- h. Assist in the evaluation of adjunct faculty and/or facilitate the involvement of full-time faculty in the evaluation of adjunct faculty.
- Lead the department's efforts (work with faculty in disciplines to assist) in curriculum development, textbook updates in the Course Outline of Record, and material fee updates in the Course Outline of Record, and class schedule and periodic review
- j. Assist with coordinating instruction at multiple sites.
- k. Participate First contact for facilities issues, student in the grade grievance process per AP 5530 and other related student concerns./faculty issues (e.g. grades).
- Facilitate faculty participation with Program Advisory Committees, outreach and recognition activities.
- m. Work with faculty and Dean/designee on facilities issues as appropriate.

**Section 12.11.7** Peer Review. All members of the department and the Dean will have an opportunity to complete an anonymous online\_evaluative survey (Appendix O) annually within the academic year regarding the department chair's performance. The results of this survey will be provided to the department chair and Dean for reflection and enhancement of department chairs.

Section 12.11.8 Dispute and Resolution. In situations in which the Dean and Department Chair have irreconcilable differences that have been documented surrounding the approved and agreed upon duties and responsibilities, the Dean will notify the appropriate Vice President. The Association and District will meet and confer regarding the situation and make recommendation(s) to the Academic Senate President and the appropriate Vice President. The Academic Senate President and appropriate Vice President will provide their recommendations within 3 days of the conclusion of their meeting to the President who will make a final decision on the matter.

FOR DCCD

Diana Galindo

Vice President, Human Resources

& Employee Relations

Desert Community College District

FOR CODFA

Oceana Collins (Oct 11, 2023 13:50 PD

Oceana Collins Chapter President

College of the Desert Faculty Association

# TENTATIVE AGREEMENT ARTICLE 12: HOURS OF SERVICE

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**Section 12.2.** The standard workweek shall be Monday through Friday (subject to provisions in Section 5 of this Article). No Faculty Member shall be assigned more than five workdays per week. This Article applies to all instructional, and non-instructional faculty. If a Faculty member has a Saturday assignment, such Faculty Member will not be assigned on a day during the standard workweek mutually agreed to by the Faculty Member and the Faculty Member's immediate supervisor.

During any semester, if in the opinion of the School Dean, the teaching assignment of a Faculty Member or Members within their Division is such that they cannot meet the requirements of this Section, the Dean may suspend the requirements of this Section for that Faculty Member or those Faculty Members.

District shall report each exception to the Association Executive Board no later than the fourth week of classes of the semester within which the exception occurs.

Section 12.3. In addition to their regularly scheduled teaching assignments, all Faculty Members assigned to classroom instruction shall maintain at least five (5) office hours per week. Faculty members shall publish such hours and availability in each course syllabus and provide such information for posting on the District's website. All Faculty Members shall be available to students by appointment and shall so notify students.

**Section 12.3.1** A proportionate adjustment of faculty's scheduled office hours shall be made in accordance with the amount of a faculty member's reduced load. Example: Regular schedule of classes is 15 SIU's with five (5) hours of scheduled office hours. A reduced load of 12 SIU's will result in four (4) hours of scheduled office hours.

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Such committee assignments may include but are not limited to: Advisory Committee service, Senate Committee representative (not as an alternate), Faculty advisor for student clubs as approved through the Office of Student Life, and all College Committees. In addition, the following may be completed in lieu of the required two (2) hours per week of administrative committee assignments: mentoring faculty, work in the Academic Skills Center, student mentoring for the International Student Center, student and community outreach, and other assignments as approved in writing by the School Dean.

## Section 12.4.1 Participation in Mandatory Training

Faculty members may participate in up to two (2) days of flex training, as established in Article 4, for mandatory training.

- 12.4.1.1 Mandatory training for the purposes of this Article is defined as either of the following:
  - a. Training that is mandated by state or federal law, whether mandated for all faculty, or for faculty in specified positions. Such training includes, but is not limited to:
    - Training for any faculty member who serves on a hiring committee as required by Title 5 of the California Code of Regulations;
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- 12.4.1.3 It shall be the responsibility of the District to provide mandatory training for all affected faculty members as follows:
  - a. Mandatory training shall be scheduled on Professional Development Days (as set forth in Article 4), for a maximum equivalent of two (2) days, to be distributed among the seven (7) days devoted to professional development training.
  - b. The District shall offer at least one make-up training session, per academic year, for faculty required to receive mandatory training who did not attend during Professional Development Days. Make up training is included in the contractual workweek.
  - c. In the event mandatory training requires more hours than those provided during Professional Development Days, and make-up training days, additional hours of training shall be provided by the District during the faculty members' workweek.
  - d. Mandatory training may also be scheduled at other times during the academic year where required by law, or upon mutual agreement of the parties. Such training of one hour or less is included in the contractual workweek. Training of more than an hour will be paid at the appropriate stipend rate.
  - e. The District may also identify non-District training that satisfies the particular legal requirements of a mandatory training. If the District utilizes such training in lieu of offering in-District training, the District will pay the costs of the training, and faculty will be paid in the same manner as in-District training. If faculty opt to take such training instead of a District-provided training, they do say at their own cost, and are not entitled to receive any additional pay for attending such training.

**Section 12.5.** All teaching loads shall be measured in Semester Instructional Units (SIU). Semester Instructional Units shall be calculated upon the following ratios:

Type of Instruction (a) Lecture hours - credit	SIU Ratio 1: 1.0	Hours per SIU/semester 18
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A lecture SIU is 18 hours of instruction per semester. Ratios above are based on a lecture SIU.

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**Section 12.6.** Librarians, non-counseling coordinators, and counselors' standard work week shall be based on forty (40) hours per week.

The specific hours shall consist of the following:

## **Counseling Faculty**

- Thirty-two (32) hours of direct student contact and/or other counseling duties as assigned by area administrator including departmental meetings
- Six (6) hours of unassigned time

• Two (2) hours of committee assignments and other areas of service to the district (as outlined in 12.3.1)

### Librarians

- Thirty-two (32) hours of direct student contact and/or other librarian duties as assigned by area administrator including departmental meetings
- Six (6) hours of unassigned time
- Two (2) hours of committee assignments and other areas of service to the District (as outlined in 12.3.1)

### **Non-Counseling Coordinators**

- Thirty-two (32) hours of program coordination time
- Six (6) hours of unassigned time
- Two (2) hours of committee assignments and other areas of service to the district (as outlined in 12.3.1)

Section 12.6.1 With approval from the area Dean/Director, a faculty member may complete their weekly assignment in four (4) working days. This assignment will count as five (5) working days.

Section 12.6.2 SIU conversion for Librarians, non-counseling coordinators, and counselors: of the forty-hour workweek, all forty hours are subject to SIU conversion.

Number of SIU hours/week, per semester 8.0

**Section 12.7.** Load Balancing. Instructional Faculty workload is 30 SIU's per academic year. Typically, the 30 SIU's are split evenly between fall and spring semester, but by mutual agreement between the Unit Member and School Dean, this load may be balanced between summer, fall, winter, and spring in the same academic year.

The agreement must be in place for the full academic year determining the load split at the beginning of the academic year, unless unit member is unable to fulfill their term load obligation. Sections 12.3, 12.4 and 12.7 are in effect regarding office hours, service to the district, and maximum loads. Faculty will be paid their full base salary throughout the academic year. Any overload will be paid in the spring semester. The District may request repayment from Faculty who do not fulfill the agreement as agreed, as outlined in their load plan.

When a load balancing agreement is not in place, the workload for the Summer Session(s) shall not exceed ten (10) SIU's per summer session. Non-credit courses shall be exempt from this limit. All SIU's in excess of the workload as defined above, shall be compensated at the adopted hourly summer/overload rate as described in Article 8. The unit member and the District will complete the Faculty Load Balance Agreement, and provide a copy to CODFA.

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## Section 12.11. Department Chairs

### **Section 12.11.1** Definitions

- a. The Department Chair is an additional assignment for a full-time faculty member with responsibility in a department.
- b. A department is an organizational unit defined by the District.

## Section 12.11.2 Eligibility

Eligibility shall be in the following order.

- 1. Tenured faculty within the department
- 2. Non-tenured full-time faculty within the department
- 3. Full time tenured faculty from any department
- 4. Full time faculty from any department
- 5. Faculty on sabbatical shall not retain Department Chair assignments

### Section 12.11.3 Term

- a. The Department Chair position is no less than a ten (10) month assignment and up to an eleven (11) month assignment.
- b. Department Chairs will be elected for a two (2) year term.
- c. In order to meet the needs of the Department, Department Chairs will be paid at a \$1,300 monthly stipend totaling \$13,000 for ten (10) months or \$14,300 for eleven (11) months. There will be mutual agreement between the Chair and the Dean regarding the scheduling of the additional month.

**Section 12.11.4** Compensation & Determination of Duties: Department Chairs will be compensated with one of the following:

- a. A stipend according to **Appendix H**.
- b. A combination of stipend and reassign time. Department Chairs may request to purchase up to five (5) Semester Instructional Units (SIUs)

as reassigned time per semester. The cost of this reassign time per SIU is one-tenth of the current Department Chair stipend for ten (10) months.

### Section 12.11.5 Election Procedures

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- b. Departments will be defined by the District no later than the 7<sup>th</sup> week of the semester. All full-time faculty will be assigned to a department by the District.
- c. Nominations shall occur no later than the 9<sup>th</sup> week of the spring semester.
- d. Nomination will be open for two weeks.
- e. If there are no tenured faculty within the department nominated at the end of the two-week nomination period, nominations will open for one week for non-tenured full-time faculty within the department.
- f. If there are no nominations of full-time faculty for Department Chair within a Department, nomination will open for an additional week for tenured faculty from any Department of the district.
- g. The Department Chair is elected by the faculty in the Department.
- h. Full time faculty within the department will have one vote each.
- Department Chair election will be by secret ballot.
- j. Elections shall take place no later than the 12<sup>th</sup> week of the spring semester.
- k. Elections shall be decided by a simple majority of the legal votes cast. In the event of a tie, the Dean will make the decision.

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Because of the wide spectrum of needs, the duties may include, but are not limited to, the following:

a. Facilitate communication among full and part-time faculty within the department and conduct regular scheduled department meetings including full and part-time faculty and staff.

- b. Participate in department chairperson meetings with the School Dean and/or Director and facilitate communications to and between departments and college-wide committees.
- c. Work with faculty to facilitate the development of a schedule of classes to recommend to the Dean that meets the District Enrollment Management goals and objectives. It is not the responsibility of the department chair to assign faculty to sections during schedule development.
- d. Coordinate, in cooperation with discipline faculty, Program Enhancement Plan (PEP) and Program Enhancement Plan Updates (PEPUps), Program Review Yearly Updates and tasks associated with our planning processes.
- e. Coordinate the decision-making process for the selection of textbooks
- f. Assist the Dean in maintaining adequate adjunct pools.
- g. Assist with new faculty mentoring and/or facilitate the involvement of full-time faculty in the evaluation of adjunct faculty.
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- i. Lead the department's efforts (work with faculty in disciplines to assist) in curriculum development, textbook updates in the Course Outline of Record, and material fee updates in the Course Outline of Record
- j. Assist with coordinating instruction at multiple sites.
- k. Participate in the grade grievance process per AP 5530 and other related student concerns.
- l. Facilitate faculty participation with Program Advisory Committees, outreach and recognition activities.
- m. Work with faculty and Dean/designee on facilities issues as appropriate.

Section 12.11.7 Peer Review. All members of the department and the Dean will have an opportunity to complete an anonymous online evaluative survey (Appendix O) annually within the academic year regarding the department chair's performance. The results of this survey will be provided to the department chair and Dean for reflection and enhancement of department chairs.

Section 12.11.8 Dispute and Resolution. In situations in which the Dean and Department Chair have irreconcilable differences that have been documented surrounding the approved and agreed upon duties and responsibilities, the Dean will notify the appropriate Vice President. The Association and District will meet and confer regarding the situation and make recommendation(s) to the Academic Senate President and the appropriate Vice President. The Academic Senate President and appropriate Vice President will provide their recommendations

within 3 days of the conclusion of their meeting to the President who will make a final decision on the matter.