COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AND THE

DEPARTMENT CHAIRPERSON COUNCIL

January 1, 2019 – December 31, 2021

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PREFACE

This Collective Bargaining Agreement ("Agreement") between the Department Chairpersons Council ("DCC") and the San Francisco Community College District ("District") sets forth the terms and conditions of employment of Department Chairpersons represented by the DCC. The terms and conditions of employment set forth herein are intended to recognize and reinforce both the District's management authority over City College operations and the Department Chairpersons' supervisory authority as District representatives and spokespersons for their departments.

ARTICLE 1 RECOGNITION

A. Bargaining Unit

The Board of Trustees of the San Francisco Community College District, hereinafter referred to as "Board" or "District," recognizes the Department Chairperson Council (DCC or "Association") as the sole and exclusive representative of the supervisory employees in positions enumerated in the EERB Decision HO-R-48, Case No. SF-R-519-525, dated December 22, 1977, which includes the positions enumerated and agreed to in Appendix A-1, attached hereto and incorporated herein by reference. It is understood and agreed by the District and the Association that the term “Department Chairperson(s)” as used throughout the provisions of this Agreement is synonymous with “supervisor(s)”; and, the term “Department Chairperson(s)” as used throughout the provisions of this Agreement refers to and includes positions with the title of Department Chairperson and positions with the title of Department Program Director.

B. New Positions

Any new position(s) designated by the Board as supervisory or any new position(s) that the Association views as supervisory shall be discussed by the representative(s) of the District with the representative(s) of the Association and such position(s) shall, if mutually agreed, be included within the unit. Any position(s) in dispute shall be referred to the PERB for determination without recourse to the grievance procedure herein.

C. Classification

A Department Chairperson shall be classified as a contract scheduled academic, regular scheduled academic, categorically funded academic, temporary (part-time) academic, or pro-rata academic employee.

D. Temporary (Part-Time) Employee

A temporary (part-time) employee (one hired for no more than the equivalent of ten (10) units) designated as a Department Chairperson shall immediately become a member of the unit. To the extent that the District hires temporary (part-time) Department Chairpersons, such hiring will not be for purposes of evading the provisions of this Agreement.

ARTICLE 2 EFFECT OF AGREEMENT

It is agreed that the specific terms and provisions of this Agreement shall prevail over District practices and written policies wherever such practices or written policies are inconsistent with such terms and provisions.

ARTICLE 3 PAST PRACTICES

A. Entire Agreement - It is agreed that this contract comprises the entire agreement between the Association and District on all matters within the scope of representation, and neither party hereto has any further obligation to meet and negotiate on any such matters during the term of this Agreement, with the exception of matters subject to reopener negotiations as specified in this Agreement.

B. Obligation to Bargain - The above provision is not intended to relieve the District of the obligation to bargain prior to changing any existing written rules, regulations or practices where such rules, regulations, and practices are within the scope of representation.

ARTICLE 4 SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is rendered invalid by operation of law or held invalid by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties agree that they shall, upon the request of either party, within fifteen (15) workdays subsequent to any such decision, meet for the purpose of negotiating such new terms or conditions required to correct the declaration of invalidity. Neither party shall go to court with the intent to overturn any provisions of this contract.

B. If closure of the College or consolidation with another community college district is required by a final decision in the accreditation process, the District will consult with the DCC before determining a course of action.

ARTICLE 5 NON-DISCRIMINATION

A. City College of San Francisco prohibits discrimination on the basis of race, religion, sex, national origin, creed, ethnicity, age, physical or mental disability, political affiliation, sexual orientation, ancestry, color, medical condition (e.g., cancer or cancer related illness; HIV/AIDS or related conditions), genetic characteristics (e.g., non-symptomatic carriers of inheritable diseases), gender identity, marital or domestic partner status, parental status, veteran status, height, or weight.

B. The Grievance Procedure herein may not be used for any claims arising hereunder for which another administrative forum, such as the Equal Employment Opportunities Commission (EEOC) or the Department of Fair Employment and Housing (DFEH) is provided by law. For purposes of this Article, the Public Employment Relations Board shall not be considered an administrative forum.

ARTICLE 6 MANAGEMENT RIGHTS

A. The District's exercise of its express and implied legal powers, rights, duties, and responsibilities, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

ARTICLE 7 ASSOCIATION RIGHTS

A. No Reprisals - The Association and Employer agree that no reprisals will be taken against any person who exercises rights guaranteed by law or this contract or who executes responsibilities imposed by law or this contract.

B. Negotiations with Other Organizations

1. The Board or its representative(s) agree not to negotiate with any other organization or individual in matters upon which the Association is the exclusive representative. The Association agrees that neither it nor its representative(s) will negotiate privately or individually with any person or persons not officially designated by the Board as its representative(s) in matters upon which the Association is the exclusive representative.

2. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.

C. Dues Deduction

The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized by Association members, in writing, by the employee on the District Payroll Deduction Authorization form, subject to the following conditions:

1. The District agrees to such deduction for all Association members within the unit who have signed deduction forms, provided dues are in uniform amounts.

2. Such deduction shall be made only upon the submission on a District Payroll Deduction Authorization form of a duly executed and revocable authorization by the employee.

3. Such dues deduction shall remain in effect until cancelled by the Association member or by the Association, or until the member resigns from the District or returns to the faculty unit.

4. The Association agrees to hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its collection and deduction of Association dues.

D. Organizational Use of Facilities

The Association will provide, in accordance with established Board procedures, advance notice if it wishes to utilize a District facility during normal working hours. The Association agrees to leave the facility in the exact same condition of cleanliness as existed prior to its use.

ARTICLE 7 ASSOCIATION RIGHTS

E. Parking Permits

The Association shall be provided by the District with four (4) permanent parking permits for use by Association representatives at those District facilities that have on-site parking.

F. Equipment

The Association and its duly authorized representatives may be allowed to occasionally use District equipment, with advance approval of management, without cost, when such equipment is not otherwise in use. Supplies for all printed materials must be solely at the expense of the Association. District requirements shall at all times have priority over those of the Association.

G. Released Time/Association Business

1. Negotiations - A maximum of three (3) authorized Association negotiation team members shall be released from their regular work duties, without loss of pay or benefits, when negotiation meetings with management are scheduled during regular working hours of the members involved. By mutual written agreement between the DCC and the District during negotiations, the maximum of three (3) may be waived to permit up to seven (7) authorized members to be released from their regular work duties without loss of pay or benefits.

   Requests for released time shall be made in writing by the President of the DCC or designee to the Director, Employee Relations, or designee, and shall be received as early as possible prior to a scheduled session. In no event, however, may a request for such released time be received less than one workday in advance in order for a member to be eligible for released time.

2. Grievances - No paid released time shall be used or granted Association representatives for grievance preparation. Association representatives shall be released from their regular work duties without loss of pay or benefits, when grievance resolution meetings with management are scheduled during the regular working hours of the members involved.

   2.1 Substitutes - District and DCC may mutually agree to make adequate arrangements for a member of the bargaining unit who is absent from her/his duties for the purpose of processing grievances.

3. Reassigned Time for Association Business – Sixty percent (60%) of a full-time load (i.e., six units) of paid reassigned time shall be granted to the Association.

3.1 Such reassigned time shall be used for Association business, grievance, or negotiations.

3.2 For Association designees whose combined departmental and Association reassigned time exceeds 29 units annually, the Association designee shall be granted instructionally-related overload for any excess reassigned units consistent with Article 16.C. The Association designee may request that some excess reassigned units be granted to another Association member for the conduct of Association business, e.g., grievances, negotiations or consultation.

H. Mailboxes/Bulletin Boards - The Association shall utilize mailboxes and/or bulletin boards for its communications as long as such communications are dated and bear Association identification as the originator and/or distributor.

I. Information to Association – District will provide the following information to the Association President either in hard copy via mail, electronic copy attached to an e-mail or hyper-link included in an e-mail:

1. Board Agenda/Minutes - The Board Agenda packet, excluding all confidential information and materials as defined by applicable law. This shall be furnished to the Association President no later than the time it was furnished to the Board. Any updates or changes after this information has been sent will also be provided to the Association President.

2. Policies/Administrative Regulations - At the beginning of each contract period, during the term of this Agreement, one full set of Board Policies; and, during the term of this Agreement, any changes, additions, alterations, or deletions to Board Policies or administrative regulations simultaneously with distribution to management.

3. Budgets/Studies - At the time of submission to the Board of Trustees:

1. One (1) copy of each CCFS-311 and CCFS-311Q and each District Quarterly Report and the District's Annual Audit Report
2. One (1) copy of CCSF Faculty Load Report (when available)
3. One (1) copy of Attendance Report CCFS-320
4. One (1) copy of the Budget in final adopted form
5. One (1) copy of each Board presentation: Preliminary, tentative, publication budget packets, as prepared for public usage
6. One (1) copy of the District's Affirmative Action/Staff Diversity Plan and all subsequent updates/modifications (when available) and one (1) copy of the District's annual Staff Data Report.
7. One (1) copy of the District's Classified Staffing Chart/Report

8. One (1) copy of the quarterly detailed revenue and expenditure forecasts for the current budget year in the General Fund and Categorical Accounts.

4. Copies of Agreement - The District will cover the District's cost of photocopying the Agreement in-house. DCC will arrange for reproduction and distribution to all unit employees.

J. Consultation

The parties agree that communication involving employer-employee relations, specifically administration of the contract in force, may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party shall, within three (3) workdays, notify the requesting party of agreement or non-agreement to the meeting. Such meeting shall not be unreasonably denied. Meetings shall be held during the Association members' non-working hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate any provisions of the Agreement.

K. Change in Structure

To the extent that changes in the District's institutional structure, such as closure of a Campus where a Department Chairperson is located; the reduction or elimination of categorical grant funding for a program headed by a Department Chairperson; elimination or consolidation of a department; and the like, will adversely affect a member of the Association, the District will inform in writing the Association in advance, wherever possible, of the implementation of such changes and will consult with the Association over the effects of such changes upon written request to do so by the Association.

ARTICLE 8 PURPOSE, SCOPE & AUTHORITY OF CHAIRPERSONS

Under the direction of a Dean and in the area of responsibility, a Department Chairperson ("Chairperson") has the dual purpose to:

1) Implement academic policies and procedures at the department level that flow from CCSF's mission; and
2) Provide academic leadership to faculty in meeting the needs of students.

As a front-line supervisor, a Chairperson is both a representative of the administration and a department spokesperson. In representing CCSF administration to faculty, the Chairperson articulates the needs, concerns, and goals of the District and implements administrative policies and procedures at the department level in support of officially adopted College Plans and Board Goals. In representing a department to administration, the Chairperson articulates the needs, concerns and goals of the department in order to inform administrative decision-making. Chairpersons have supervisory authority within the College's organizational structure related to one or more disciplines and the specific exercise of such authority is subject to approval by the Dean.

The Chairperson's role includes the following:

- ***Coordinate*** the duties, responsibilities and evaluation of faculty.

- ***Hire, orient, schedule, supervise and evaluate*** emergency faculty hires, substitute faculty, classified employees assigned within the department, student workers, individuals under contract, and volunteers.

- ***Recommend*** a plan for the direction of academic programs.

- ***Facilitate*** the development of and recommend curriculum that meets the quality standards set by the State Chancellor of Community Colleges and CCSF District Administration, and coordinate course development with other departments, programs, and services as appropriate.

- ***Develop and recommend*** a schedule of classes in advance of each semester that meets students' needs, enrollment goals, and department instructional budgets.

- ***Recommend*** effective enrollment strategies to her/his Dean; initiate, after consultation with the Dean, the cancellation of low enrolled classes and the addition of new and combined sections; work with students affected by changes to the schedule of classes; and implement administrative direction, after consultation with her/his Dean, with respect to the preceding in compliance with College policies and contracts.

- ***Develop and assign*** faculty work schedules that correspond to the schedule of classes and other departmental activities that meet student need and demand,

subject to the final approval of the Dean, and supervise faculty performing instructionally related activities affecting the department.

- ***Facilitate the hiring process*** for full time and part time faculty in compliance with College policy and contracts.

- ***Ensure*** that the courses taught to students at the College are current as to general educational and specific topical trends, ideas, methods and techniques.

- ***Demonstrate*** primarily through an annual plan or program review, how the department accomplishes its goals, assess student learning outcomes, and maintains academic integrity and high quality education.

- ***Monitor and report*** on the academic integrity and performance of the delivery of the highest quality of education to students.

- ***Demonstrate*** effective leadership while contributing to participatory governance at CCSF.

- ***Implement*** the policies and procedures set by CCSF District Administration and provide department input to the Administration on policies and procedures within the College's administrative structure.

- ***Plan and report*** on the operational needs of the department.

- ***Support*** the Dean to achieve academic and budgetary goals and ***provide*** the Dean with departmental input necessary for the development, achievement, and success of these goals.

- ***Effectively communicate*** with her/his dean, administration, students and faculty.

- ***Develop and maintain*** positive relationships with administration, faculty, classified staff, students, and communities served by the College.

- ***Lead*** department meetings.

The complete job description, including duties and responsibilities, of Department Chairpersons appears at **APPENDIX G**.

ARTICLE 9 RIGHTS OF UNIT MEMBERS

A. Opportunity for Input

Through established administrative channels, unit members are afforded notice and an opportunity to provide input to the Administration preceding substantive decisions affecting the department or discipline or program for which the unit member is responsible. The opportunity for input exists both during and outside the regular calendar. This provision does not limit DCC's right of consultation pursuant to Article 7.J.

B. Retreat

Where a Department Chairperson position is eliminated, an incumbent regular or contract Department Chairperson shall, consistent with her/his District and Education Code rights as a regular or contract employee, return to the faculty.

C. Layoff

Where a District layoff of academic employees is to be implemented, a Department Chairperson in District contract or regular status shall be considered, consistent with her/his District and Education Code provisions and rights, as a regular or contract employee of the District along with all other regular or contract faculty within the District.

D. Accrual

A unit member in a contract or regular scheduled status shall accrue contract, regular, and seniority rights as a scheduled academic employee.

E. Categorical, Credit Pro-Rata, and Temporary (Part-time) Employees

Terms and conditions not specifically enumerated herein in regard to categorical, credit pro-rata, and temporary (part-time) unit members shall be in accordance with the District/AFT Contract.

ARTICLE 10 EVALUATION

A. Purpose

1. The purpose of Department Chairperson evaluations is to recognize the strengths and special qualities of the evaluatee and to define areas that need improvement,

B. Applicability and Calendar

1. All Department Chairpersons shall be evaluated by their supervising Dean with regard to the performance of their supervisory duties and responsibilities (Article 8 and Appendix G) year of service as Department Chairperson. At the end of each academic year supervising Deans shall, in consultation with Department Chairpersons, determine which Department Chairpersons are to be evaluated in the Fall Semester and which will be evaluated in the Spring semester of the following year. Deans will inform Department Chairpersons of the evaluation cycle prior to the end of the preceding academic year.

2. The evaluation process shall include an informal review/evaluation by the academic and classified members assigned to the department, as described in Article 10.C below. The Dean shall endeavor to conduct this informal review/evaluation in September/October (for Fall evaluations) or February/March – (for Spring evaluation) -- but no later than November 15/April 15.

3. The evaluation process shall include the opportunity for a Department Chairperson to share with the supervising Dean their goals, activities, and accomplishments for the period of evaluation.

4. The Dean shall endeavor to complete the formal evaluation process, as described in Article 10.D below, one month prior to the end of the semester– but no later than December 15/May 15.

C. Faculty and Staff Review/Evaluation

An informal review/evaluation of each Department Chairperson by the academic and classified members of her/his department shall be conducted using a District/Association-developed form (Appendix C). The Department Chairperson and the supervising Dean shall examine and discuss all forms submitted by faculty and staff. The Dean shall summarize the informal review results on a blank copy of the form at Appendix C, which copy shall then be attached to the report from Article 10.D. The parties agree to collaborate on exploring an electronic option of this process.

D. Management Evaluation

The Dean will complete an evaluation using a District/Association-developed form (Appendix B).

E. Signature on Evaluation Report

The Department Chairperson shall sign the report indicating he/she has received it. If the evaluatee refuses to sign that he/she received the report, the Dean shall so indicate on the report, signing her/his own name.

F. Follow-up to Satisfactory Evaluation

1. The completed evaluation from 10.D along with the summary from 10.C will be placed in the Department Chairperson's personnel file in accordance with Article 11, Personnel Files.

2. The evaluatee may file a rebuttal within fifteen (15) workdays of receipt. Any rebuttals received shall be attached to the evaluation and placed in the Department Chairperson's personnel file.

G. Follow-up to Needs Improvement

1. When the overall evaluation rating is needs improvement, the Department Chairperson will work with her/his Dean for one semester based on a written improvement plan. The plan will contain specific goals developed by the Dean in consultation with the Department Chairperson, and will be developed within fifteen (15) workdays of receipt of the completed evaluation.

2. At the end of the designated semester, the Department Chairperson shall submit a report to the Dean detailing the extent to which the elements of the improvement plan have been achieved.

3. At the end of the designated semester, the Dean will review the report from the Department Chairperson, consult with the appropriate Associate Vice Chancellor, and determine the extent to which the Department Chairperson has met the goals of the improvement plan. This determination will be delivered to the Department Chairperson in writing.

4. The evaluatee may file a rebuttal within fifteen (15) workdays of receipt of the Dean's determination of improvement.

5. The completed evaluation, improvement plan, Chair's improvement report, Dean's determination of improvement, and possible Chair's rebuttal shall be included as a packet in the personnel file in accordance with Article 11, Personnel Files.

H. Follow-up to Unsatisfactory Evaluation

Where the overall evaluation rating is unsatisfactory, the Dean shall ensure that the evaluation document states with specificity the basis of the unsatisfactory performance. The Department Chairperson has four options, described in subsections H.1 – H.4 below.

1. The Department Chairperson may choose to accept the evaluation by means of a written response to the appropriate Associate Vice Chancellor within 15 workdays of receipt of the evaluation.

1.1 In that event, the appropriate Associate Vice Chancellor shall assign the Department Chairperson to work with a Dean for one semester, based on a written improvement plan with specific goals developed by the Dean in consultation with the Department Chairperson. The evaluation plan shall be developed within fifteen (15) workdays of receipt of the Department Chairperson's response.

1.2 At the end of that semester, the Dean, in consultation with the appropriate Associate Vice Chancellor, may determine that the Department Chairperson's performance has improved to the point of being satisfactory. This determination shall be communicated to the Department Chairperson in writing.

1.3 At the end of that semester, or at any time during the period, the Dean, in consultation with the appropriate Associate Vice Chancellor, may determine that the Department Chairperson's performance has not improved to the point of being satisfactory and may recommend that the Department Chairperson resign as Department Chairperson. This determination shall be communicated to the Department Chairperson in writing.

1.3.1 The Department Chairperson may accept the recommendation and resign as Department Chairperson.

1.3.1.1 In that event, the Department Chairperson shall retain her/his faculty status.

1.3.1.2 Such resignation will prohibit the Department Chairperson from serving as Department Chairperson for three (3) years, but no other penalty shall be applied unless the underlying

conduct presents cause for discipline pursuant to Education Code section 87732.

1.3.2 The Department Chairperson may choose to appeal the Dean's decision, in writing, to the appropriate Vice Chancellor within fifteen (15) workdays of receipt of the Dean's recommendation to resign.

1.3.2.1 The Department Chairperson's written response shall set forth with specificity the basis for the appeal. The Department Chairperson may meet with the appropriate Vice Chancellor to present the appeal in person. The appropriate Vice Chancellor shall make a decision and communicate it to the Department Chairperson in writing within ten (10) workdays after the meeting or, within twenty (20) workdays of submission of the appeal if no meeting occurred.

1.3.2.2 The appropriate Vice Chancellor may determine that the Department Chairperson's performance was satisfactory. In that event, the Dean's original evaluation along with the appropriate Vice Chancellor's determination of satisfactory performance shall be maintained in a sealed folder in the personnel file. Only the Chancellor or Vice Chancellor of Human Resources may authorize unsealing the folder.

1.3.2.3 The appropriate Vice Chancellor may sustain in writing Dean's recommendation that the Department Chairperson resign.

Such a recommendation shall be accepted by the Department Chairperson, who shall retain her/his faculty status.

Such resignation will prohibit the Department Chairperson from serving as Department Chairperson for three (3) years, but no other penalty shall be applied unless the underlying conduct presents cause for discipline pursuant to Education Code section 87732.

1.4 The Dean's evaluation, the Chair's improvement plan, the written determination of improvement, or failure to improve, and any resignation shall be included as a single packet in the personnel file in accordance with Article 11, Personnel Files.

2. The Department Chairperson may choose to contest the evaluation by initiating an appeal in writing, to the appropriate Associate Vice Chancellor within fifteen (15) workdays of receipt of the evaluation.

2.1 The Department Chairperson's written response shall set forth with specificity the basis of the appeal. The Department Chairperson may meet with the appropriate Associate Vice Chancellor to present the appeal in person. The appropriate Associate Vice Chancellor shall make a decision and communicate it to the Department Chairperson in writing within 10 workdays after the meeting or, within twenty (20) workdays of submission of the appeal if no meeting occurred.

2.2 The appropriate Associate Vice Chancellor may determine that the Department Chairperson's performance was satisfactory. In that event, the Dean's original evaluation along with the appropriate Associate Vice Chancellor's determination of satisfactory performance shall be maintained in a sealed folder in the personnel file. Only the Chancellor or Vice Chancellor Human Resources may authorize unsealing the folder.

2.3. The appropriate Associate Vice Chancellor may sustain in writing the allegations in the Dean's evaluation.

2.3.1 In that event, the appropriate Associate Vice Chancellor has the discretion to assign the Department Chairperson to work with a Dean for a designated period not less than one (1) semester based on a written improvement plan with specific goals developed by the Dean in consultation with the Department Chairperson. The evaluation plan shall be developed within fifteen (15) workdays of receipt of the appropriate Associate Vice Chancellor's response.

2.3.2 At the end of that period, the Dean in consultation with the appropriate Associate Vice Chancellor, may determine that the Department Chairperson's performance has improved to the point of being satisfactory. This determination shall be communicated to the Department Chairperson in writing.

2.3.3 At the end of the designated period, or at any time during the period, or in the event that the appropriate Associate Vice Chancellor chooses not to request the development of an improvement plan, the Dean, in consultation with the appropriate Associate Vice Chancellor and Vice Chancellor, may recommend that the Department Chairperson resign as Department Chairperson.

2.3.3.1 Such a recommendation shall be accepted by the Department Chairperson, who shall retain her/his faculty status.

2.3.3.2 Such resignation will prohibit the Department Chairperson from serving as Department Chairperson for three (3) years, but no other penalty shall be applied unless the underlying conduct presents cause for discipline pursuant to Education Code section 87732.

2.3.4 The Dean's allegation letter, the appropriate Vice Chancellor/Associate Vice Chancellor letter, the Chair's improvement plan, the written determination of improvement, or failure to improve, and any resignation shall be included as a single packet in the personnel file in accordance with Article 11, Personnel Files.

3. The Department Chairperson may choose to resign, in writing, within fifteen (15) workdays of receipt of the Dean's evaluation.

3.1 Resignation shall not affect her/his faculty status.

3.2 Resignation will prohibit the Department Chairperson from serving as Department Chairperson for three (3) years, but no other penalty shall be applied unless the underlying conduct presents cause for discipline pursuant to Education Code section 87732.

3.3 The original evaluation from the Dean shall be processed in accordance with Article 11, Personnel Files.

4. The Department Chairperson may decline to respond.

4.1 Failure to respond within fifteen (15) workdays of receipt of the Dean's evaluation shall be deemed a response of "no contest"

and shall result in automatic resignation, effective the day after the written response of the Department Chairperson was due.

4.2 Automatic resignation shall not affect her/his faculty status.

4.3 Automatic resignation will prohibit the Department Chairperson from serving as Department Chairperson for three (3) years, but no other penalty shall be applied, unless the underlying conduct presents cause for discipline pursuant to Education Code section 87732.

4.4 The original evaluation from the Dean shall be processed in accordance with Article 11.

ARTICLE 11 PERSONNEL FILES

A. There shall be one (1) official District personnel file for each unit member, which shall be maintained in the Human Resources Department. The file shall consist of records of employment with the District, records of educational advancement and other work or experience pertaining to the status of the unit member's employment with the District, Department Chairperson appointment request forms, leave forms, transcripts, recommendations and evaluations for job application, official evaluations, and correspondence pertaining to the member.

B. The following items, even though maintained separately, shall be considered as part of the official District personnel file: Time rolls, attendance and payroll records, work orders, TB records, history cards, salary cards, credential records, schedule and assignment files. The District may add similar categories of routine personnel record-keeping to this list provided that the Association is notified that the list will be expanded.

C. Only materials in the official District personnel file (augmented by records maintained by other governmental agencies) shall be used in any proceeding affecting the status of the unit member's employment with the District, and this file shall be the only file used in any disciplinary or dismissal proceeding.

1. A unit member may inspect her/his personnel file upon written notice and during normal business hours at such times when the unit member is not otherwise required to render service to the District. A unit member may, upon her/his written authorization, designate a representative to review the file in the presence or the absence of the unit member. Where the member selects an Association representative to review the member's file, the Association and member agree to indemnify and hold harmless the District for any loss or damage whatsoever arising from operation of this subsection. District agrees to be bound by applicable federal and/or state statutes concerning the privacy and confidentiality of such records and files. Access to the official District personnel file shall be limited to District management employees and their properly authorized classified and confidential staff.

2. All reviews shall be done in the presence of a management employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.

3. Any item to be placed in the file shall be clearly identifiable as to its source or originator and its date of receipt by the District.

4. If derogatory material or complaints, except student complaints, are received which may result in placement in a Department Chairperson's personnel file, the following procedure shall be utilized:

   4.1 If the material or complaint is deemed serious enough for further action (e.g., placement in the personnel file of a Department Chairperson), the material shall be submitted to the appropriate Vice Chancellor for review.

   4.2 If any further action is deemed warranted by the Vice Chancellor (e.g., placement in the personnel file of the Department Chairperson), he/she will send a copy of the derogatory material to the Department Chairperson within ~~ten~~ fifteen (15) workdays of the Vice Chancellor's receipt of material.

   4.3 Management shall arrange a meeting with the Department Chairperson to review the material and establish whether or not a factual basis for the material exists. The Department Chairperson may have a representative at this meeting.

   4.4 Derogatory material placed in the file must include the factual substantiation for that material.

   4.5 If material to be placed in a Department Chairperson's personnel file is documentation of a conference with the Department Chairperson, the procedure outlined in 4.1 - 4.3 above need not be followed.

5. A Department Chairperson shall be notified in writing of any intended entry into her/his file which is deemed derogatory in nature other than formal evaluations. The Department Chairperson shall have the right to respond in writing within fifteen (15) workdays of official receipt of the notice of proposed placement of derogatory material in her/his file. Date of receipt shall be indicated either by certified mail with return receipt or by hand delivery by management/designee with a verification of date of delivery by the management/designee where the unit member refuses to acknowledge receipt by her/his signature and date. Nothing herein precludes any other reasonable verification of receipt.

6. Appeal Procedure

   6.1 Notwithstanding 4 or 5 above, if a unit member wishes a removal or correction of material being placed in her/his file, he/she shall, within fifteen (15) workdays from the time he/she

was informed of the intention to place derogatory material in her/his file:

6.1.1 Prepare in writing a detailed and complete explanation of the reason(s) such material in question should be removed or corrected.

6.1.2 Send by certified mail or hand delivery, with official signature of receipt obtained, this explanation, along with a request for review of the matter, to the Associate Vice Chancellor of Human Resources/designee.

6.2 Based upon the facts presented in the explanation, the Associate Vice Chancellor of Human Resources/designee shall respond in writing within fifteen (15) workdays as to her/his decision.

6.3 An appeal to the appropriate Vice Chancellor may be filed by the unit member by certified mail or hand delivery, with official signature obtained, within fifteen (15) workdays following receipt of the decision of the Associate Vice Chancellor of Human Resources/designee.

6.3.1 Such appeal must include the original explanation and reasons for appeal as well as the Associate Vice Chancellor of Human Resources/designee decision, and

6.3.2 Shall identify, in writing, why, specifically, the Associate Vice Chancellor of Human Resources/designee decision is being appealed.

6.4 Either the employee or the appropriate Vice Chancellor may request a personal conference. Any such conference shall be by mutual agreement and held, where possible, within fifteen (15) workdays. Such conference shall be limited to only those matters presented in writing in 6.3.1 and 6.3.2 of the previous step. The unit member is entitled to representation at this conference, but he/she may waive this right.

6.5 The appropriate Vice Chancellor shall communicate her/his decision, in writing, within fifteen (15) workdays of initial receipt, or ten (10) workdays subsequent to a conference held between the parties, whichever is the longer period. The appropriate Vice Chancellor's decision is final and binding.

6.6 Failure of the unit member to comply with the time limits at any step shall forfeit all rights to further processing. District's failure to respond within time limits constitutes an automatic denial and automatically entitles the petitioner to proceed to the next step. Time is of the essence in all steps; time limits and steps may be waived by mutual agreement.

7. Material excluded from review by the unit member and the Association includes ratings, reports and records obtained prior to the employment of the unit member and any other material related to application for other positions in the District. Where inconsistent with the law, this subsection shall not apply.

8. Upon request by a unit member, copies of any material which he/she is entitled to review shall be made for her/him. The first copy of material used by the District in any disciplinary, dismissal, or grievance proceeding will be provided at no cost. Any other copies will be at cost.

9. The District shall inform each unit member requesting to see her/his file of the existence of those records maintained separately. Where a unit member specifically requests to review those official records, the District shall provide for such review.

ARTICLE 12 WORK ENVIRONMENT

A. The District shall comply with all health and safety regulations of the California Occupational Safety and Health Act of 1991 as applied to California community colleges. Unit members will actively participate in these compliance efforts, including reporting any work environmental issues to their supervisor and to other appropriate offices.

B. The District shall make reasonable efforts to provide adequate clerical support to unit members. Where clerical support assistance is not available or timely, Department Chairpersons may contact their appropriate Dean, who shall assess the situation and make reasonable efforts to accommodate as warranted by the situation.

C. To the extent practicable, the District shall inform DCC and affected Department Chairpersons in writing prior to implementation of plans affecting the level of classified support received by unit members. DCC may request consultations within ten (10) workdays after notification.

ARTICLE 13 LEAVES

A. Unit members shall receive paid and unpaid leave benefits in accordance with the current District/AFT Contract. No Department Chair compensation (detailed in Article 16.A.2) shall be paid to a unit member while on a sabbatical leave. Department Chairpersons in a categorically funded status shall receive paid and unpaid leave benefits in accordance with the provisions of their applicable grant contracts.

B. A unit member on a leave for no more than eight (8) consecutive regularly scheduled workweeks shall have the right to return to her/his Department Chairperson position after such a leave. He/she shall continue to receive the Department Chairperson compensation during this leave unless (1) a Dean selects a temporary replacement in accordance with Article 14.I, or (2) the Dean temporarily assumes the duties and responsibilities of the Department Chairperson who is on leave. In either event, the Dean shall complete the appropriate form (Appendix F) and the Department Chairperson compensation portion of the salary shall be suspended. The Association shall be immediately informed in writing when such temporary replacements occur.

C. For leave requests of more than eight (8) consecutive regularly scheduled workweeks during a semester, the District shall decide at the time the leave is requested whether or not the unit member will be allowed to resume her/his position upon return from the leave, except where otherwise provided by law.

1. The unit member may, upon her/his request, have a personal conference with the Dean as part of the leave application process.

2. If the leave is granted without the condition that the unit member may not return to her/his duties upon return from leave, then the unit member may return to her/his duties upon return from leave.

3. If the leave is granted with the condition that the unit member may not return to her/his duties upon return from leave, then the Dean must indicate in writing the reasons for this decision. The Dean's statement of reasons must be included in or attached to the District's letter in which the leave is granted. Within ten (10) workdays of receipt of the Dean's decision, the unit member may withdraw the leave application. No unit member shall be removed from her/his position as a result of a leave application that is withdrawn pursuant to this provision. A unit member who withdraws her/his leave application may appeal the Dean's decision under Article 13.C.5.

4. If the leave request is denied, then the Dean must indicate in writing the reasons for this decision. The Dean's statement of reasons must be included in or attached to the District's letter in which the leave is denied.

5. Within ten (10) workdays of receipt of the Dean's decision to either deny the leave or to grant the leave with the condition that the unit member may not return to her/his duties upon return from the leave, the unit member may appeal to the appropriate Vice Chancellor. The Vice Chancellor must respond within ten (10) workdays of receipt of the unit member's appeal. Within ten (10) workdays of receipt of the Vice Chancellor's response, the unit member may appeal to the Chancellor. The Chancellor must respond within ten (10) workdays of receipt of the unit member's appeal. The Chancellor's decision shall be final.

ARTICLE 14 ELECTION/SELECTION OF DEPARTMENT CHAIRPERSONS

A. The procedures outlined below are designed to assure that the selection of a Department Chairperson reflects the needs of faculty in the department as well as the needs of management. Selection of all Department Chairpersons shall be a management prerogative, subject to the following procedures:

B. Election - The procedure outlined in Article 14.C through 14.K. below shall apply to all departments except cross-curricular departments. Cross-curricular departments shall follow the procedure outlined in 14.L and the provisions of 14.E and 14.F.

C. Eligibility to Serve - Eligibility to serve as Department Chairperson shall be limited to

1. Full-time faculty members of the department who are tenured or tenure-tracked and who have taught/worked the majority of their load during the current and immediately preceding semesters in the involved department. For the purpose of this Article, sabbatical leave shall be considered "teaching/working."

2. Part-time faculty shall be eligible to serve in special circumstances with prior mutual agreement between DCC and District.

D. Eligibility to Vote - Eligibility to vote in Department Chairperson elections shall be limited to

1. Those full-time faculty (including categoricals) who have taught/worked the majority of their load in the department during the current and immediately preceding semesters. For the purpose of this Article, sabbatical leave shall be considered "teaching/working," and those on sabbatical leave during the current semester shall be polled by mail at their last known address.

2. Those part-time faculty and long-term substitutes (including categoricals) who have taught/worked the majority of their load in the department during the current semester and have taught in any department in any two preceding semesters. Such faculty shall be entitled to one-half (½) of a vote.

E. Voting Procedure - Where, in a current or newly-formed department, due to resignation, retirement, end of term, or removal for adverse cause, a Department Chairperson position is open, all faculty in the department shall be so informed in writing, and those faculty eligible to vote shall express their preference in the following manner:

1. Two lists of faculty in the department shall be compiled by the Human Resources Office and verified by the DCC by September 15, using the forms in Appendices D-1 and D-2: a list of those eligible to serve as chairperson, and a list of those eligible to vote.

2. The official list of those eligible to serve as Department Chairperson, along

with a small envelope and a large envelope, shall be sent to all faculty members of the department who are eligible to vote by October 15. Each eligible voter shall cast one (1) vote (or one-half (½) vote) for her/his choice for Department Chairperson, and

2.1 Place the completed form in the small envelope, and seal;

2.2 Place the small sealed envelope in the large envelope bearing her/his name, sign under the printed name, and seal;

2.3 Return the envelope to the polling box within two (2) calendar weeks from the original date of mailing.

3. Ballots shall be opened and tallied by one District representative and one DCC representative within the three (3) workdays following the voting deadline.

4. Following the tally, the DCC and the Human Resources Office shall each notify the individual of her/his election by the department, but not the vote counts. The results of the voting shall be confidential except that, within four (4) workdays of the tally, the overall vote totals (percentage) shall be available for scrutiny at the Human Resources Office by those receiving votes.

5. If no candidate receives greater than 50% of the vote, a run-off election shall be held between the top two (2) candidates, following the procedure outlined above in 14.E.2-3. In unusual situations that do not fit this formula, those candidates to be included in the run-off election shall be determined in consultation between the District and the DCC. Run-off elections shall be held as quickly as practical.

F. Interview by the Chancellor /Designee. - The results of the election shall be forwarded to the Chancellor/Designee, who shall interview the highest vote-getter. If the second highest vote-getter in the department receives votes within ten (10) percentage points of the candidate with 50% or more of the vote, that person shall be similarly interviewed by the Chancellor/Designee. The appointment shall be made before the end of November, unless a run-off or second election requires the extension of this deadline.

G. Appointments

1. If the Chancellor/Designee accepts the qualifications of (one of) the individual(s), that individual shall be officially named Department Chairperson for a three-year term.
2. If the Chancellor/Designee has cause, the Chancellor/Designee may appoint the individual to a one-year term. The Chancellor/Designee and the Dean

shall meet with the individual, who may be accompanied by a DCC representative, to explain the cause. During this one-year term, a routine evaluation shall be conducted in accordance with Article 10.

2.1 If the evaluation is satisfactory, the individual shall be appointed to the remaining years of the term.

2.2 If the evaluation is "needs improvement," Article 10.G will not be invoked. The appropriate Vice Chancellor may decide to continue the individual's appointment as Chair. If the appropriate Vice Chancellor decides not to continue the individual's appointment, the Department Chairperson shall resign and an election to fill the remainder of the term shall be held. The appropriate Vice Chancellor and the Dean shall meet with the individual, who may be accompanied by a DCC representative, to explain the basis for the decision.

2.3 If the evaluation is unsatisfactory, Article 10.H will not be invoked. The Department Chairperson shall resign and an election to fill the remainder of the term shall be held. The appropriate Vice Chancellor and the Dean shall meet with the individual, who may be accompanied by a DCC representative, to explain the basis for the decision.

3. If the Chancellor/Designee determine not to appoint the individual referred to them, that individual shall be entitled to subsequently meet with the Chancellor/Designee for the purpose of hearing the Chancellor/Designee's rationale for not appointing the individual. The individual shall be entitled to Association representation at any meeting held between the Chancellor/Designee and the individual not being appointed.

4. The parties agree to collaborate on a training program for new Department Chairpersons.

H. Department Chairpersons' Terms of Office

1. Department Chairpersons serve a three-year term, except as provided for in Sections G.2, I, and K.

2. Selection Procedure Conducted in 2020/21 and 2023/24.

Art
Asian Studies
Asian-American Studies
Astronomy
Chemistry
Computer Networking and Information Technology

Culinary Arts and Hospitality Studies
Dental Assisting
Earth Sciences
Engineering and Technology (Welding)
English
English as a Second Language
Journalism
Lesbian, Gay, Bisexual and Transgender Studies
Library and Learning Resources
Library Information Technology
Music
Physics
Radiologic Sciences

3. Selection Procedure Conducted in 2018/19 and 2021/22.

Architecture
Biological Sciences
Broadcast Electronic Media Arts
Child Development and Family Studies
Cinema
Counseling, New Student
Disabled Students Programs and Services
Extended Opportunity Programs and Services
Fashion
Interdisciplinary Studies
Latin American and Latino(a) Studies
Learning Assistance
Mathematics
Multicultural Student Retention
Nursing – Registered
Older Adults
Social Sciences
Theatre Arts
Transitional Studies
Visual Media Design
World Languages and Cultures

4. Selection Procedure Conducted in 2019/20 and 2022/23.

Administration of Justice/Fire Science
African-American Studies
Aircraft Maintenance Technology
Automotive, Motorcycle, and Building Maintenance
Behavioral Sciences
Business

Communication Studies
Computer Science
Counseling, Continuing Student
Educational Technology
Environmental Horticulture and Floristry
Health Care Technology
Health Education
Labor and Community Studies
Nursing, Licensed Vocational
Philippine Studies
Photography
Physical Education and Dance
Student Health Services
Women's and Gender Studies

I. Temporary Appointments - Where a Department Chairperson's position is vacated during the current term of office,

1. If the vacancy is for more than two (2) semesters, the new Chairperson shall be selected in accordance with the preceding procedures, which shall be implemented within four (4) weeks of the vacancy being declared. The appropriate Vice Chancellor has discretion to select, on an interim basis for service until implementation of the regular selection process is completed, the candidate he/she deems to be most qualified, while giving priority to: 1) member(s) within the department recommended by the vacating Department Chairperson, 2) other eligible faculty members within the department as defined in 14.C or 14.K, 3) faculty in related departments, 4) faculty from another department.

2. If the vacancy is of two (2) or fewer semesters, the appropriate Vice Chancellor, Associate Vice Chancellor (as applicable) and the Dean shall appoint an interim Department Chairperson within twenty (20) workdays of the vacancy being declared. The appropriate Vice Chancellor has discretion to select the candidate he/she deems to be most qualified, while giving priority to: 1) member(s) within the department recommended by the vacating Department Chairperson, 2) other eligible faculty members within the department as defined in 14.C or 14.K above, 3) faculty in related departments, 4) faculty from another department.

3. If the vacancy is of two (2) or fewer semesters, the appropriate Vice Chancellor, Associate Vice Chancellor (as applicable) and the Dean shall notify the DCC and the involved department's faculty, in writing, within ten (10) workdays of the appointment.

4. In the event of a vacancy occurring in a Department Chairperson position for any reason, an existing Department Chairperson shall not be assigned

temporarily to cover that position without her/his written consent.

J. Resignation

1. The resignation of a Department Chairperson from her/his Department Chairperson's position shall be in writing and submitted to the Dean with a copy to the Vice Chancellor and Associate Vice Chancellor as applicable.

2. Where the Department Chairperson is also resigning from the District, such resignation shall be in writing and in accordance with contract provisions in the District/AFT Contract.

K. Probationary Faculty

1. A probationary faculty member may not be appointed to a term of office as a Department Chairperson that would exceed the period of her/his faculty contract. A second and/or third year appointment would not require a new vote/consensus procedure.

L. Cross-curricular Selection Procedure/Eligibility

1. The Cross-curricular Departments are~~:~~

African-American Studies
Asian Studies
Asian-American Studies
Interdisciplinary Studies
Latin American and Latino(a) Studies
Lesbian, Gay, Bisexual and Transgender Studies
Philippine Studies
Women's Studies

2. Eligibility to Serve and Voting Rights - Any current faculty member who was eligible and scheduled to teach a course listed by a cross-curricular program/disciplines in any of the last four (4) semesters is eligible to vote in that department's voting (14.D and 14.E). Full-time faculty who meet this criterion are eligible to serve as Department Chairpersons of cross-curricular departments. Department Chairpersons of cross-curricular departments shall submit a list each semester of the faculty who are teaching in their departments.

2.1 In special circumstances, DCC and District may agree to include part-time faculty as eligible to serve as Department Chairpersons. One such circumstance may be when the eligible full-time faculty members are unable or unwilling to serve as Department Chair.

2.2 In special circumstances, DCC and District may agree to include instructionally related faculty (librarians and counselors) as eligible to

vote and/or to serve as Department Chair. The special circumstances shall include a certification by the incumbent Department Chairperson that the instructionally related faculty have been making significant contributions to the department.

3. Voting procedure shall follow Article 14.E, above.

4. Individual faculty members may attain eligibility to vote or serve in more than one cross-curricular department by meeting the criteria above.

5. Interviews by the appropriate Vice Chancellor, Associate Vice Chancellor (as applicable) and the Dean shall follow Article 14.F, above.

ARTICLE 15 WORK YEAR/WORK WEEK/ASSIGNMENT AND CLASS SIZE

A. Work Year

1. Calendar

1.1 A unit member shall serve on only one of the instructional calendars (e.g., credit, non-credit, apprenticeship) for scheduled academic employees as contained within the current District/AFT Contract. However, Student Services chairpersons may work on the Counseling Calendar whenever agreed to in advance by the Department Chairperson and the administrator to whom he/she reports.

2. Work Outside of Calendar

2.1 Additional Work Year Requirements – if contacted by the appropriate dean a Department Chairperson shall be available in person, on site, or by telephone, or email for days outside her/his appropriate calendar without additional Department Chairperson compensation as follows:

2.1.1 Four working days immediately prior to the Spring semester professional flex day.

2.1.2 Nine working days immediately prior to the Fall semester professional flex day.

2.1.3 Three working days immediately prior to the start of the summer session classes and the first two days of the summer session, if the department is offering classes during the summer.

A Department Chairperson shall submit in writing to her/his Dean details of their availability for these periods no later than fifteen (15) workdays prior to the end of the fall and spring semesters. The Department Chairperson may also include the name of the alternate to be contacted if the Department Chairperson cannot be reached.

Supervising Deans will endeavor to work with Department Chairs when recommendations that would normally be made by the Department Chairperson need to be made outside the days noted above, however, if a Department Chairperson is not available, after allowing a reasonable time for response, the Supervising Dean will take actions as needed.

2.2 Absent good cause, each Department Chairperson shall participate in the College-wide Graduation dressed in ceremonial robes (to be provided by the District as necessary). When graduation occurs on a workday, that day will count as one of the four mandatory summer workdays for Department Chairpersons who attend graduation.

2.3 Any additional days and/or hours of fiscally compensated service (over and above 15.A.1 and 15.A.2 above) shall be only as required by a categorical grant or as mutually agreed between the involved unit member and the Dean. (See Article 16.B.)

B. Work Week/Work Load

1. Unit members who are full-time faculty shall work on site(s) five days a week. Part-time unit members shall work on site(s) as arranged with their Dean.

2. Unit members in contract or regular District status shall work the same equated load as members of the regular faculty. This will comprise supervisory hours and, where applicable, teaching hours. There will be an equated 15-unit workload each week for unit members.

Supervisory duties are based on	35 hours/week = 15 units
Counseling/Student Services duties are based on	30 hours/week = 15 units
Credit Lecture classes are based on	15 hours/week = 15 units
Non-credit classes are based on	25 hours/week = 15 units
Instructionally related assignments are based on	35 hours/week = 15 units

3. The current workweek for unit members is:

1) 15-unit Weekly Base Load

2) 2.33 hours per week equal to each 1 unit of supervisory reassigned units

WEEKLY SUPERVISORY REASSIGNED UNITS	WEEKLY SUPERVISORY WORK HOURS	WEEKLY TEACHING/ FACULTY UNITS
3	7	12
4	9.33	11
5	11.66	10
6	14	9
7	16.33	8
8	18.66	7
9	21	6
10	23.33	5
11	25.66	4
12	28	3
13	30.33	2
13.5	31.46	1.5
14	32.66	1
15	35	0

C. Maximum Release Time

All unit members must perform regular faculty service in their area equivalent to at least one workload unit per year as part of their regular load.

D. Assignments/Class Size

Unit members who teach shall determine the courses, hours, and days that they will teach subject to the approval of their immediate dean. Courses taught shall be governed by the provisions of the District/AFT Contract relating to load, class size, and teaching units.

Unit members in non-instructional areas (for example, counseling, librarian services, student health services, education technology, etc.) shall determine their schedules subject to their Dean’s approval, per the provisions of the District/AFT Contract.

ARTICLE 16 COMPENSATION

A. Compensation

1. Compensation for Department Chairpersons shall consist of the sum of the applicable provisions of the District/AFT Contract combined with the tables in A.2 below and shall be divided into twelve (12) equal monthly payments.

2. Commencing January 1, 2019, Department Chairpersons shall receive the compensation reflected in the table below, based on their years of service and reassigned units provided by Article 17.B.

Reassigned Units	Year of Service	Step	Year 1 Department Chairperson Compensation 1/1/19	Year 2 Department Chairperson Compensation 7/1/20 Increase by State COLA, minimum of 2%	Year 3 Department Chairperson Compensation 7/1/21 Increase by State COLA, minimum of 2%
3	First year	Step 1	4326	4413	4501
3	After one year	Step 2	5188	5292	5398
3	After two years	Step 3	6208	6332	6458
3	After three years	Step 4	7073	7214	7359
3	After four years	Step 5	7937	8095	8257
3	After five years	Step 6	8799	8975	9154
3	After six years	Step 7	9666	9859	10056
3	After seven years	Step 8	10534	10744	10959
3	After eight years	Step 9	11400	11628	11861
6	First year	Step 1	8645	8818	8994
6	After one year	Step 2	9514	9705	9899
6	After two years	Step 3	10377	10584	10796
6	After three years	Step 4	11241	11465	11695
6	After four years	Step 5	12104	12346	12593
6	After five years	Step 6	12970	13229	13494
6	After six years	Step 7	13833	14110	14392
6	After seven years	Step 8	14704	14998	15298
6	After eight years	Step 9	15571	15882	16200
9	First year	Step 1	12971	13230	13495
9	After one year	Step 2	13838	14114	14397
9	After two years	Step 3	14704	14998	15298
9	After three years	Step 4	15565	15877	16194
9	After four years	Step 5	16428	16756	17091
9	After five years	Step 6	17294	17640	17993
9	After six years	Step 7	18155	18518	18889
9	After seven years	Step 8	19025	19405	19793
9	After eight years	Step 9	19894	20292	20698
12	First year	Step 1	17298	17644	17997
12	After one year	Step 2	18162	18525	18896

12	After two years	Step 3	19022	19402	19790
12	After three years	Step 4	19891	20289	20695
12	After four years	Step 5	20752	21167	21591
12	After five years	Step 6	21617	22050	22491
12	After six years	Step 7	22483	22932	23391
12	After seven years	Step 8	23352	23819	24295
12	After eight years	Step 9	24220	24704	25198

13.5	First year	Step 1	19460	19849	20246
13.5	After one year	Step 2	20324	20730	21145
13.5	After two years	Step 3	21190	21614	22046
13.5	After three years	Step 4	22053	22494	22944
13.5	After four years	Step 5	22918	23376	23844
13.5	After five years	Step 6	23780	24256	24741
13.5	After six years	Step 7	24644	25137	25640
13.5	After seven years	Step 8	25514	26024	26544
13.5	After eight years	Step 9	26380	26908	27446

3. Department Chairpersons shall be credited, for purposes of placement on the tables in A.2 above, with the number of previous years of service in a Department Chairperson position.

4. Such Department Chairperson compensation for reassigned units are for a full instructional calendar year of performance of Department Chairperson duties and responsibilities. Department Chairperson compensation for service of less than a full year shall be prorated to the number of days served in relation to the service days required in the instructional calendar, except for the provisions stated in Article 13.B.

5. In no case shall any Department Chairperson receive additional Department Chairperson compensation for Department Chairperson duties and responsibilities in more than one department.

6. District shall pay during each academic year, for those who are members, District contribution to the State Teachers' Retirement System or the San Francisco City and County Employee's Retirement System for all compensation.

B. Extra Pay for Work Beyond the Appropriate Calendar

All hours/days worked by Department Chairpersons in excess of the Work Year (Article 15.A) shall be eligible for compensation only with mutual agreement between a Department Chairperson and her/his immediate Dean, or, where applicable, as required by a categorical grant. The supervising administrator must give prior approval for extra pay for Department Chairperson duties to be completed outside

the appropriate calendar, and Department Chairpersons must submit a timesheet identifying work completed.

Such compensation shall be at the credit instructional or counseling overload hourly rate applicable in accordance with the compensation provided in the current District/AFT Contract if the work performed by the Department Chairpersons is supervisory in nature. All other hours of non-supervisory work performed by Department Chairpersons shall be at the instructionally-related hourly rate in accordance with the compensation provided in the current District/AFT Contract.

C. Overload

Department Chairpersons, with the approval of the immediate dean, may teach/work one overload class or its equivalent each semester at the appropriate salary rate. Such overload assignments shall not exceed six (6) hours in any academic year. Exceptions may be made only with the approval of the appropriate Vice Chancellor. An additional overload class of three (3) hours, provided it is scheduled in the evening or on Saturday, shall be given due consideration by the administration. The annual total of overload assignments shall not exceed twelve (12) hours in any academic year, with no carryover of these hours from year to year.

D. Payment Policy

1. Installments - A Department Chairperson on an annual salary basis, who has served a complete school year in a contract or regular status, shall be paid in twelve (12) equal monthly installments. A Department Chairperson in a categorically funded full-time status may be paid in twelve (12) equal monthly installments, or in accordance with the terms of a grant contract.

2. Less Than Full Work Year - A District contract or regular scheduled employee who serves less than a full work year shall receive as salary only an amount that bears the same ratio to the established annual salary for the position as the number of working days he/she serves bears to the total number of work year working days specified in this contract.

   A Department Chairperson who serves less than a full work year shall have her/his annual salary divided into equal installments if possible.

E. Professional Growth

Department Chairpersons shall receive the professional growth benefits in accordance with the District/AFT Contract provisions.

For attendance at professional meetings related to the Duties and Responsibilities described in Article 8 and Appendix G, Department Chairpersons shall also be eligible to apply for administratively assigned travel funds.

F. Substitute Teaching

It is not the responsibility of Department Chairpersons to teach the classes of instructors who are absent. However, where consistent with the policy on class substitutions, and where no qualified instructor can be located, the Department Chairperson may substitute in the instructor's classes. Monetary compensation for such substitution shall be the same as that received by instructors normally substituting for such classes.

G. Retirement

Department Chairpersons in District regular or contract status shall retain the same retirement benefits as regular and contract academic employees consistent with their status as determined by the State Teachers' Retirement System or the San Francisco City and County Employees' Retirement System, and relevant Education Code provisions.

ARTICLE 17 REASSIGNED TIME

A. FTES and FTEF for disciplines - The reassigned units assigned to Department Chairpersons for their duties and responsibilities for a given academic year shall be determined by FTES (Full-Time Equivalent Students) or FTEF (Full-Time Equivalent Faculty) as defined below. Such figures shall be verified by DCC prior to implementation by the District.

1. FTES shall include the FTES for resident, non-resident, and international students for all classes in a department.

   FTES for the academic year shall be determined by summing the fall, spring, and the following summer of the academic year.

   FTES generated by an individual class shall be counted in only one department.

2. FTEF shall be determined by the full-time equivalent instructional and/or instructionally related assignments in the department–including day, evening, and weekend instructional and/or instructionally-related assignments of both full-time and part-time academic personnel, each academic semester, as of the first census day.

   FTEF for the academic year shall be determined by summing the fall, spring, and the following summer of the academic year.

FTEF shall be counted in only one department.

B. Reassigned Units for Department Chairpersons

1. The following table shall be used in determining the reassigned units for all Department Chairpersons, including terms that begin in August 2019:

Annual Department FTES	Annual Department FTEF	Reassigned Units per Semester
Under 220	Under 13	3.0
220 to 440	13 to 26	6.0
440 to 880	26 to 52	9.0
880 to 2,200	52 to 135	12.0
2,200 or more	135 or more	13.5

Refer to Appendix A-2 for a list of departments.

The DCC and the College administration have a shared interest in increasing both enrollment and productivity. Aligned with state apportionment formulas, the overall college productivity goal is 17.5 (FTES divided by FTEF).

Where department FTES and FTEF would yield different amounts of reassigned units, the higher reassigned units shall be used.

The reassigned units for a Department Chairperson shall be determined in the year of selection (as noted in Article 14.H) based on the FTES and FTEF values of the academic year immediately preceding the selection year.

Reassigned units shall remain constant for the three-year Department Chairperson term, regardless of changes during that term to Department FTES and FTEF, or any temporary chairperson appointments made pursuant to Article 14.I.

C. Additional Reassigned Units (formerly Extra Specific Reassigned Units – ESRU)

Additional Reassigned Units over and above those assigned pursuant to the base formula in Article 17.B. may be allocated to the department by the Vice Chancellor of Academic Affairs. Such additional reassigned time is designed to recognize additional work required by Department Chairpersons that is not reflected in the base formula, and/or additional work performed by department faculty in support of the Department Chairperson. All additional reassigned time for departmental activities that fall within the Department Chairperson's contractual responsibilities (Article 8 and Appendix G) shall be evaluated using the process indicated below.

Department Chairpersons may make requests for renewal of existing additional reassigned units or for new additional reassigned units. Requests must specify whether the additional reassigned units are for the Department Chairperson or for department faculty, the applicability of the request to the complexity factors listed below, and the duration of the requested units.

Requests must be made in writing to the Vice Chancellor/designee before the end of the fourth week of the Fall semester for the following academic year (e.g. request in Fall 2018 for units to be assigned for the 2019/20 academic year). Requests for additional reassigned time may also be made at other times when sudden, extenuating circumstances arise.

The Vice Chancellor must respond to the requests in writing by the end of the seventh week of the semester. The response shall specify the duration and amount of any allocation.

Prior to the beginning of each semester the Vice Chancellor/designee shall forward a report of the current distribution of existing additional reassigned units to the DCC and appropriate Department Chairpersons. Where additional

reassigned units are assigned to department faculty, Department Chairpersons shall ensure that the details of such assignments are submitted in a timely manner to the Office of Instruction.

In evaluating requests for additional reassigned units, the Vice Chancellor shall consider, but not be limited to, the following complexity factors:

1. Academic Program and Student Support. Departments that have distinct programs that require focused coordination and/or student advising; departments that screen student applications.

2. Unusual Levels of Supervision. Departments that have significant programs at multiple campus/center locations; departments that have a large number of classified support staff; departments where typical Department Chairperson activities (e.g. schedule development) are significantly complex.

3. Coordination with External Entities. Departments that have external special accreditation; departments with a high number of clinical placements; departments with a high number of internships/externships.

4. Physical Environment and Facilities. Departments that require the supervision and maintenance of extensive equipment and discipline-specific facilities.

5. Other. Departments with other complexities not specified above.

ARTICLE 18 FRINGE BENEFITS

A. Full-time Department Chairpersons will receive fringe benefits in accordance with the provisions of the current District/AFT Contract.

B. Temporary (part-time) Department Chairpersons who are in the unit will receive fringe benefits in accordance with the provisions of the current District/AFT Contract.

ARTICLE 19 GRIEVANCE PROCEDURE

A. Purpose - To provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definitions

1. Grievance - An allegation by a Department Chairperson that she/he has been adversely affected by a violation of a specific article, section or provision of this Agreement. Exclusions to this process are noted in Article 5.B.

1.1 A grievance, as defined in this Agreement, shall be brought only through this procedure.

1.2 Action to challenge or change the policies of the District as set forth in the policies, rules and regulations, or administrative regulations and procedures not contained within this Agreement, must be undertaken under processes determined by present existing policies.

2. Grievant

2.1 Any unit member with a grievance;

2.2 Any group of unit members having the same grievance;

2.3 The Association where there is a specific Association right alleged to have been violated, e.g., use of mailboxes/bulletin boards, use of equipment, Association parking permits, etc.

3. Day (for purposes of this Grievance Article) - Any day on which the central administrative functions are conducted by the District.

C. Time Limits

1. Grievant who fails to comply with established time limits at any step shall forfeit all rights to further application of this Grievance Procedure for that grievance.

2. District failure to respond within established time limits at any step constitutes denial, and entitles the grievant to proceed to the next step in accordance with established time limits. However, at Procedural Step Two (Administrative Level), the District shall always insure that the grievant receives in writing a detailed explanation for a denial of the grievant's grievance.'

3. Time is of the essence in all processing of grievances.

4. Time limits and procedural steps may be waived by mutual agreement

D. Other Provisions

1. Nothing contained herein shall deny to any unit member her/his legal rights under state or federal constitutions and laws.

2. A unit member may be represented and accompanied by a designee of her/his choosing at any step in this procedure.

   When there are class-action/group grievances, one (1) unit member shall represent, at all steps and levels, the entire group, excepting those specifically not desiring to be included.

   2.1 In all grievance proceedings, except the final step of this procedure, including class-action/group grievances, both the Association and the District shall be limited to a total of three (3) representatives each, unless mutually agreed otherwise.

3. Any grievance or alleged grievance that occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance Procedure.

4. The time and date of any meetings at any stage or level of this procedure shall be by mutual agreement among the grievant, her/his designee, and administration. Any such meeting shall, whenever possible, be during non-duty hours of the grievant or designee.

5. Whenever any meeting is agreed to, or required, during the grievant's or designee's regular duty hours, he/she shall be excused with pay for that purpose.

6. Only matters essential to the proper maintenance of an accurate personnel file may be placed in a Department Chairperson's personnel file. Except for the final remedy, no material used or developed solely for processing a grievance shall be placed in the Department Chairperson's personnel file.

7. If the grievant chooses to represent herself/himself, the Association shall be given a copy of the grievance at the time of submission at Procedural Step Two.

   When the Association is not the designated representative of a unit member in the Grievance Procedure, the District shall not agree to a resolution of the grievance at any formal step until the Association has received by certified mail a copy of the grievance and the proposed resolution, and has been given an opportunity to file a response. Such response shall be filed

by the Association within ten (10) workdays of receipt of such proposed resolution. Failure of the Association to respond within this time period constitutes agreement with the proposed resolution.

8. The parties shall exchange, upon request, pertinent information necessary or required to process any grievance.

9. Unit members or designees shall not investigate or prepare grievances during their regular duty-hour assignments except to the extent required in 19.D.5.

10. Grievant shall not be allowed or permitted to assert any new grounds or new evidence beyond Procedural Step Two (Administrative Level) which were not included, in writing, on the original grievance form submitted at Procedural Step Two, unless in direct response to additional items brought up in the written decision(s) of the administrative representative(s).

E. Procedure

1. Step One

1.1 Within twenty (20) workdays of the time a unit member knew or reasonably should have known of the occurrence of an alleged grievance, the unit member shall discuss the alleged violation with the administrator involved. The unit member may be accompanied by a representative.

1.2 Within ten (10) workdays, if a satisfactory resolution is not reached, the grievant will notify the appropriate Vice Chancellor who will assign an uninvolved administrator to facilitate a second resolution meeting of the unit member and the administrator involved. The process described herein will be accomplished within ten (10) workdays.

2. Step Two - Administrative Level

2.1 If a satisfactory resolution is not reached in Step One, the unit member shall submit within five (5) workdays, in writing, on the Statement of Grievance Form--Step Two (Appendix E), the detailed particulars of the alleged violation(s) to the administrator to whom the unit member reports. The administrator shall promptly certify in writing to the grievant the receipt of the grievance form.

2.1.1 The administrator shall communicate, with substantiating reasons if the decision is a denial of the grievance, the decision in writing to the grievant by certified mail or by hand

delivery within ten (10) workdays of receipt, or ten (10) workdays subsequent to any conference held between the parties, whichever is the longer period.

3. Step Three - Chancellor Level

3.1 If a satisfactory resolution is not reached in Step Two, the grievant shall present within ten (10) workdays thereafter on the Statement of Grievance Form--Step Three, an appeal of the decision to the Chancellor or designee. The Chancellor or designee shall promptly certify in writing to the grievant the receipt of the grievance form. (The designee shall not be the administrator who rendered the decision in Step Two.)

3.2 Either the grievant or Chancellor or designee may request a personal conference within ten (10) workdays of receipt of the appeal. Any such meeting shall be by mutual agreement and shall be held within ten (10) workdays of the request.

3.3 The Chancellor or designee shall communicate the decision by certified mail or by hand delivery to the grievant in writing within fifteen (15) workdays of receipt of the appeal, or, fifteen (15) workdays subsequent to any conference held between the parties, whichever is the longer period.

4. Step Four - Board of Trustees Level

4.1 Within ten (10) workdays from issuance of the Chancellor's or designee's decision, the grievant may submit on the Statement of Grievance Form--Step Four, an appeal of this decision to the Board of Trustees. The representative of the Board shall promptly certify in writing to the grievant the receipt of the grievance form.

4.2 The Board shall set for its next regular meeting after receipt, providing a minimum of twenty (20) workdays elapses from receipt until the Board meeting, a hearing on the grievance. Such hearing shall be either public or in executive session in accordance with the grievant's request, or, by mutual consent, such hearing may be scheduled with a Board representative to record and recommend Board action.

4.3 The Board shall, at its next regular Board meeting, after hearing or receiving the Board representative's recommendation, submit by certified mail or by hand delivery its decision on the grievance in writing to the grievant.

ARTICLE 20 DISCIPLINARY ACTION

A. Dismissal and/or suspension of a unit member simultaneously from both Department Chairperson and faculty service shall be in accordance with Education Code requirements.

B. Except for simultaneous dismissal and/or suspension from both Department Chairperson and faculty service, any other disciplinary action against a unit member shall take place only for just and sufficient cause. Disciplinary action is defined as formal letters of warning, suspensions, or removal from service as Department Chair.

1. The provisions of the AFT Agreement shall apply within respect to placement of documents in the chair's personnel file.

2. Prior to suspension or removal for disciplinary reasons, a Department Chairperson shall receive notice of the reason(s) for suspension or removal and an opportunity to respond to the appropriate Vice Chancellor before he/she decides the matter. If the appropriate Vice Chancellor decides to suspend or remove the Chairperson from service, appeal may be taken to the Chancellor within 15 (fifteen) workdays of receipt of the decision. The Chancellor's decision shall be final.

C. The provisions of this Article do not apply to decisions made pursuant to Article 10.

ARTICLE 21 – DURATION

A. This agreement between the San Francisco Community College District and the Department Chairperson Council shall be, and remain, in full force and effect for the period January 1, 2019, through December 31, 2021 unless otherwise indicated herein.

Collective Bargaining Agreement between the Department Chairperson Council and the San Francisco Community College District, January 1, 2019 through December 31, 2021.

For the Department Chairperson Council:

Darlene F. Alioto, President, Department Chairperson Council — 12/13/2018

For the San Francisco Community College District:

Dianna R. Gonzales, Vice Chancellor, Human Resources — 12/13/2018

APPENDIX A - 1
[PERB DECISION]

DECISION NO. HO-R-48

CASE NO. SF-R-519, SF-R-525

STATE OF CALIFORNIA
DECISION OF THE EDUCATIONAL
EMPLOYMENT RELATIONS BOARD

SFCCD
CERTIFICATED
PERSONNEL OFFICE
1977 DEC 34 PM 1:14

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, Employer, and SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, FEDERATION OF TEACHERS, AFT, Chapter 2121, AFL-CIO, Employee Organization, and SAN FRANCISCO HIGHER EDUCATION ASSOCIATION, CTA/NEA, Employee Organization, and DEPARTMENT CHAIRPERSON COUNCIL, Employee Organization.	Case No. SF-R-519,525 EERB Decision HO-R-48 December 22, 1977

Pursuant to California Administrative Code Sections 33380 and 33390, no exceptions having been filed in the above-captioned matter, effective December 22, 1977, the proposed decision of the hearing officer is hereby declared the final decision, to wit:

As relating to the representation dispute between San Francisco Community College District; San Francisco Federation of Teachers, AFT, Chapter 2121, AFL-CIO; and San Francisco Higher Education Association, CTA/NEA, it is the decision that:

The following unit is appropriate for the purpose of meeting and negotiating, provided that an employee organization becomes the exclusive representative of that unit:

all certificated employees including full-time instructors, part-time instructors who have taught at least the equivalent of three semesters of the

last six semesters inclusive,* librarians, counselors, and student health advisors, but excluding day-to-day substitutes and other part-time instructors, emeritus faculty, temporary administrators, supervisory, confidential and management employees.

As relating to the supervisory dispute between San Francisco Community College and Department Chairperson Council (Real Parties in interest San Francisco Federation of Teachers, AFT, Local 2121, AFL-CIO and San Francisco Higher Education Association).

It is the decision that:

1. The following employees are supervisors within the meaning of Government Code Section 3540.1(m):

department chairpersons, teacher-in-charge of Licensed Vocational Nursing Program at the Skill Center, teacher-in-charge of Licensed Vocational Nursing Program at John Adams Center, teacher-in-charge of automotive mechanics at John O'Connel Center, teacher-in-charge of Physic. Tech. Program at the Skill Center, teacher-in-charge of Parent Education Program at John Adams Center, and program coordinators who have not been designated either as deans, assistant deans or associate deans.

2. The following unit is appropriate for the purpose of meeting and negotiating, provided that the District Chairpersons' Council becomes the exclusive representative of the unit:

Certificated supervisory unit

containing all certificated supervisory employees including at least department chairpersons, teacher-in-charge of Licensed Vocational Nursing Program at Skill Center, teacher-in-charge of Licensed Vocational Nursing Program at John Adams Center, teacher-in-charge of automotive mechanics at John O'Connel Center, teacher-in charge of Physic Tech. Program at the Skill Center, teacher-in-charge of Parent Education Program at John Adams Center, and program coordinators who have not been designated either as deans, assistant deans or associate deans, but excluding all management and confidential employees.

*As used in this Order, the word "inclusive" means that an instructor who is presently teaching for a third semester, under this formula, would also be considered eligible.

* * *

Within ten (10) workdays after the employer posts the Notice of Decision, the employee organizations shall demonstrate to the Regional Director at least 30 percent support in the above units. The Regional Director shall conduct an election at the end of the posting period if the employee organization qualifies for the ballot and the employer does not grant voluntary recognition.**

The date used to establish the number of employees in the above units shall be the date of this decision unless another date is deemed appropriate by the Regional Director and noticed to the parties. In the event another date is selected, the Regional Director may extend the time for employee organizations to demonstrate at least 30 percent support in the above units.

Educational Employment Relations Board

by

Stephen Barber

STEPHEN BARBER
Executive Assistant to the Board

**Voluntary recognition can only be granted to an employee organization which demonstrates a majority showing of interest in the appropriate unit. See Gov. Code Sec. 3544 and 3544.1.

APPENDIX A-2
LIST OF DEPARTMENTS

Administration of Justice/Fire Science
African American Studies
Aircraft Maintenance Technology
Architecture
Art
Asian Studies
Asian American Studies
Astronomy
Automotive, Motorcycle, Construction & Building Maintenance
Behavioral Sciences
Biological Sciences
Broadcast Electronic Media Arts
Business
Chemistry
Child Development and Family Studies
Cinema
Communication Studies
Computer Networking & Information Technology
Computer Science
Counseling, Continuing Student
Counseling, New Student
Culinary Arts and Hospitality Studies
Dental Assisting
Disabled Students Programs and Services
Earth Sciences
Educational Technology
Engineering and Technology
English
English as a Second Language
Environmental Horticulture and Floristry
Extended Opportunity Programs and Services
Fashion
Health Care Technology
Health Education
Interdisciplinary Studies
Journalism
Labor and Community Studies
Latin American and Latino/a Studies
Learning Assistance
Lesbian, Gay, Bisexual and Transgender Studies
Library and Learning Resources
Library Information Technology
Mathematics
Multicultural Student Retention
Music
Nursing, Licensed Vocational
Nursing, Registered
Older Adults
Philippine Studies
Photography
Physical Education and Dance
Physics
Radiologic Sciences
Social Sciences
Student Health Services
Theatre Arts
Transitional Studies
Visual Media Design
Women's and Gender Studies
World Languages and Cultures

APPENDIX B
ADMINISTRATOR'S EVALUATION OF DEPARTMENT CHAIRPERSON

Name of Department Chairperson: _____

Department: _____ Date: _____

Name and Title of Administrative Evaluator: _____

Instructions to Evaluator*: Please refer to the procedures outlined in Article 10 of the DCC/District Contract in completing this evaluation. Your comments should reflect both your own observations as well as the outcome of the faculty and staff review. (Fulfill the requirements of Article 10.B.)*

Using the following scale, circle the number corresponding to your assessment of the Department Chairperson's performance of the activity indicated:

1 = Not Applicable/Not Observed
2 = Unsatisfactory *(You must include comments if you mark this item.)*
3 = Improvement Needed *(You must include comments if you mark this item.)*
4 = Satisfactory

If you need more room for comments, attach a separate sheet.

DUTIES/RESPONSIBILITIES

A. PERSONNEL (Supervision of Faculty and Staff)	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
a. Hiring and orientation	1	2	3	4
Comments:				
b. Scheduling and assignments	1	2	3	4
Comments:				
c. Evaluation and tenure review	1	2	3	4
Comments:				
d. Maintenance of positive working environment for faculty/staff	1	2	3	4
Comments:				

Administrator's Evaluation of Department Chairperson

DUTIES/RESPONSIBILITIES

B. CURRICULUM, INSTRUCTION, SERVICES	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
e. Scheduling of courses/services	1	2	3	4
Comments:				
f. Curriculum and course development	1	2	3	4
Comments:				
g. Maintenance of records (time schedule, catalog, course outline file, etc.)	1	2	3	4
Comments:				
h. Coordination of program review	1	2	3	4
Comments:				

C. STUDENTS	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
i. Coordination of registration, counseling and career advising	1	2	3	4
Comments:				
j. Sensitivity and effectiveness in dealing with student problems and issues	1	2	3	4
Comments:				

D. FISCAL MANAGEMENT	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
k. Overseeing department budget	1	2	3	4
Comments:				
l. Overseeing other fiscal activities (grants, etc.)	1	2	3	4
Comments:				

Administrator's Evaluation of Department Chairperson

E. FACILITIES AND EQUIPMENT	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
m. Coordination of equipment needs, ordering, etc.	1	2	3	4
Comments:				
n. Planning maintenance and security of facilities and equipment/supplies	1	2	3	4
Comments:				

F. PROFESSIONAL MATTERS	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
o. Facilitates faculty/staff involvement in department activities (meetings, office hours, committee work, etc.)	1	2	3	4
Comments:				
p. Facilitates staff development and professional opportunities for faculty	1	2	3	4
Comments:				
q. Serves as a liaison between faculty and administration	1	2	3	4
Comments:				

G. COMMUNICATIONS AND PUBLIC RELATIONS	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
r. Oversees relations between department and relevant external groups/organizations	1	2	3	4
Comments:				

Administrator's Evaluation of Department Chairperson

DUTIES/RESPONSIBILITIES

H. SUPERVISORY SKILLS	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
s. Makes sound decisions	1	2	3	4
Comments:				
t. Delegates authority and retains responsibility	1	2	3	4
Comments:				
u. Plans effectively	1	2	3	4
Comments:				
v. Is able to accept and utilize constructive criticism	1	2	3	4
Comments:				

General Comments *(Include any examples of outstanding performance)*: _____

_____

_____

OVERALL JUDGMENT: Has the Department Chairperson been meeting the departmental responsibilities in a satisfactory manner?

□ Yes □ Needs Improvement □ No

For "Needs Improvement" or "No" evaluation, please list below standards/goals for improvement by the next evaluation. Wherever possible, refer to specific items (by letter and number) in Article 8.

Comments: _____

_____

_____ _____

Date Signature of Administrative Evaluator

_____ _____

Date Signature of Department Chairperson

(The signature of the Department Chairperson shall not necessarily indicate agreement with the opinions expressed, but only that he/she has had an opportunity to read this report.)

APPENDIX C
FACULTY & CLASSIFIED STAFF REVIEW FORM FOR DEPARTMENT CHAIRPERSON

TO: Faculty/Staff Member of _____Department Date:_____

FROM: _____
(Name and Title of Administrative Evaluator)

SUBJECT: Evaluation of the Performance of Supervisory Duties and Responsibilities of Department Chairperson _____

_____of the _____

Department

Return this completed form to: _____ by_____(Date)

Your Department Chairperson is currently being routinely evaluated according to the provisions of the DCC/District Contract, Article 10. As part of this evaluation, a review is conducted of full- and part-time faculty and classified staff under the supervision of the Department Chairperson. The results of this review will be incorporated into the Dean's formal evaluation of the Department Chairperson.

Note: This form will be viewed by the Department Chairperson. ***DO NOT SIGN THIS FORM.***

Using the following scale, circle the number corresponding to your assessment of the Department Chairperson's performance of the activity indicated:

1 = Not Applicable/Not Observed
2 = Unsatisfactory *(You must include comments if you mark this item.)*
3 = Improvement Needed *(You must include comments if you mark this item.)*
4 = Satisfactory

If you need more room for comments, attach a separate sheet.

Faculty & Classified Staff Review Form for Department Chairperson

DUTIES/RESPONSIBILITIES

A. PERSONNEL (Supervision of Faculty and Staff)	**Not Applic. Not Observ.**	**Unsatis-factory**	**Improv. Needed**	**Satis-factory**
a. Hiring and orientation	1	2	3	4
Comments:				
b. Scheduling and assignments	1	2	3	4
Comments:				
c. Evaluation and tenure review	1	2	3	4
Comments:				
d. Maintenance of positive working environment for faculty/staff	1	2	3	4
Comments:				

B. CURRICULUM, INSTRUCTION, SERVICES	**Not Applic. Not Observ.**	**Unsatis-factory**	**Improv. Needed**	**Satis-factory**
e. Scheduling of courses/services	1	2	3	4
Comments:				
f. Curriculum and course development	1	2	3	4
Comments:				
g. Maintenance of records (time schedule, catalog, course outline file, etc.)	1	2	3	4
Comments:				
h. Coordination of program review	1	2	3	4
Comments:				

Faculty & Classified Staff Review Form for Department Chairperson

C. STUDENTS	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
i. Coordination of registration, counseling and career advising	1	2	3	4
Comments:				
j. Sensitivity and effectiveness in dealing with student problems and issues	1	2	3	4
Comments:				

D. FISCAL MANAGEMENT	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
k. Overseeing department budget	1	2	3	4
Comments:				
l. Overseeing other fiscal activities (grants, etc.)	1	2	3	4
Comments:				

E. FACILITIES AND EQUIPMENT	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
m. Coordination of equipment needs, ordering, etc.	1	2	3	4
Comments:				
n. Planning maintenance and security of facilities and equipment/supplies	1	2	3	4
Comments:				

Faculty & Classified Staff Review Form for Department Chairperson

F. PROFESSIONAL MATTERS	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
o. Facilitates faculty/staff involvement in department activities (meetings, office hours, committee work, etc.)	1	2	3	4
Comments:				
p. Facilitates staff development and professional opportunities for faculty	1	2	3	4
Comments:				
q. Serves as a liaison between faculty and administration	1	2	3	4
Comments:				

G. COMMUNICATION AND PUBLIC RELATIONS	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
r. Oversees relations between department and relevant external groups/organizations	1	2	3	4
Comments:				

Faculty & Classified Staff Review Form for Department Chairperson

H. SUPERVISORY SKILLS	Not Applic. Not Observ.	Unsatis-factory	Improv. Needed	Satis-factory
s. Makes sound decisions	1	2	3	4
Comments:				
t. Delegates authority and retains responsibility	1	2	3	4
Comments:				
u. Plans effectively	1	2	3	4
Comments:				
v. Is able to accept and utilize constructive criticism	1	2	3	4
Comments:				

General Comments *(Include any examples of outstanding performance)*: _____

_____

_____

_____

_____

_____

_____

OVERALL JUDGMENT: Has the Department Chairperson been meeting the departmental responsibilities in a satisfactory manner?

□ Yes □ Needs Improvement □ No

APPENDIX D-1
FACULTY MEMBERS ELIGIBLE TO SERVE AS DEPARTMENT CHAIRPERSON

1.	26.
2.	27.
3.	28.
4.	29.
5.	30.
6.	31.
7.	32.
8.	33.
9.	34.
10.	35.
11.	36.
12.	37.
13.	38.
14.	39.
15.	40.
16.	41.
17.	42.
18.	43.
19.	44.
20.	45.
21.	46.
22.	47.
23.	48.
24.	49.
25.	50.

Date — Chancellor's Designee, City College of San Francisco

Date — Department Chairperson Council Verification

ART.14.C AND ART. 14.L.2

APPENDIX D-2
FACULTY MEMBERS ELIGIBLE TO VOTE FOR DEPARTMENT CHAIRPERSON

NAME	Packet Prepared	Large Envelope		Small Envelope	
		OK	NOT OK	OK	NOT OK
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					

Date — Chancellor's Designee, City College of San Francisco

Date — Department Chairperson Council Verification

ART.14.D AND ART.14.E

APPENDIX D-3
DEPARTMENT CHAIRPERSON BALLOT

Clearly print the name of the individual from the attached eligibility list for whom you wish to vote.

List only one person or this ballot will be invalidated.

NAME

_____

ART. 14.E

THIS PAGE

WAS LEFT BLANK

INTENTIONALLY.

APPENDIX E
STATEMENT OF GRIEVANCE

Article 19 - District/DCC Contract

Grievant: Fill out Sections 1-5 and file one copy at Administrative level.

1.	GRIEVANT'S NAME:	DEPARTMENT NAME: _____ DEPARTMENT OFFICE LOCATION: _____ DEPARTMENT MAILBOX: _____		
2.	DATE OF ALLEGED GRIEVANCE:	DATE OF STEP ONE DISCUSSION (19.E.1.1):	DATE OF STEP ONE RESPONSE (19.E.1.1):	DCC IS AUTHORIZED TO FILE THIS GRIEVANCE. □ YES □ NO
		DATE OF STEP ONE DISCUSSION (19.E.1.2):	DATE OF STEP ONE RESPONSE (19.E.1.2):	
3.	DATE OF FILING THIS STATEMENT:	SPECIFIC ARTICLE(S), SECTION(S), PROVISION(S) ALLEGED TO HAVE BEEN VIOLATED:		

4. GRIEVANT'S STATEMENT OF ALLEGED VIOLATION(S). WHAT IS/ARE THE FACTUAL CONTENTION(S)? WHAT OCCURRED? HOW DID THE ALLEGED VIOLATION AFFECT CONTRACT RIGHTS? PROVIDE FACTS NECESSARY TO SUPPORT YOUR POSITION/CONTENTION.

[Attach pages (specify number) if necessary for full evaluation.]

5. STATE FULL RELIEF, REMEDY, OR ACTION YOU REQUIRE OR BELIEVE NECESSARY TO RESOLVE THIS ALLEGED VIOLATION/GRIEVANCE.

_____
GRIEVANT'S SIGNATURE

[Attach pages (specify number) if necessary for full evaluation.]

GRIEVANT: DO NOT WRITE BELOW THIS LINE.

6.	STEP TWO: ADMINISTRATIVE LEVEL – RESPONSE TO ALLEGED GRIEVANCE (19.E.2):	DATE OF RECEIPT: _____ DATE OF CONFERENCE: _____ DATE OF RESPONSE: _____

_____
ADMINISTRATOR'S SIGNATURE

7.	STEP THREE: CHANCELLOR LEVEL – RESPONSE TO ALLEGED GRIEVANCE (19.E.3):	DATE OF RECEIPT: _____ DATE OF CONFERENCE: _____ DATE OF RESPONSE: _____

_____
CHANCELLOR'S SIGNATURE

[Attach pages (specify number) if necessary for full evaluation.]

8.	STEP FOUR: BOARD OF TRUSTEES LEVEL - RESPONSE TO ALLEGED GRIEVANCE (19.E.4):	DATE OF RECEIPT: _____ DATE OF CONFERENCE: _____ DATE OF RESPONSE: _____

_____
BOARD REPRESENTATIVE'S SIGNATURE

[Attach pages (specify number) if necessary for full evaluation.]

Attach all responses, all extra pages, all information to this form.

TIME IS OF THE ESSENCE IN ALL MATTERS.

CITY COLLEGE OF SAN FRANCISCO
APPENDIX F
DEPARTMENT CHAIRPERSON APPOINTMENT

NAME: _____

DEPARTMENT: _____

DATE: _____

EFFECTIVE (Semester/Year/Date): _____/_____/_____

ENDING DATE (Semester/Year/Date): _____/_____/_____

If Applicable: Temporary Appointment for _____

The above supervisory appointment has been made and accepted as indicated.

Vice Chancellor of Academic Affairs or Vice Chancellor, Student Development	Date
Chancellor	Date
Department Chairperson	Date

Distribution: Vice Chancellor, Human Resources
President, Department Chairperson Council
Office of Instruction
Appropriate Dean
Appropriate Vice Chancellor
Executive Director, AFT Local 2121

APPENDIX G
DEPARTMENT CHAIRPERSON POSITION DESCRIPTION

Purpose, Scope and Authority of the Department Chairperson

Under the direction of a Dean and in the area of responsibility, a Department Chairperson ("Chairperson") has the dual purpose to:

1) Implement academic policies and procedures at the department level that flow from CCSF's mission; and
2) Provide academic leadership to faculty in meeting the needs of students.

As a front-line supervisor, a Chairperson is both a representative of the administration and a department spokesperson. In representing CCSF administration to faculty, the Chairperson articulates the needs, concerns, and goals of the District and implements administrative policies and procedures at the department level in support of officially adopted College Plans and Board Goals. In representing a department to administration, the Chairperson articulates the needs, concerns and goals of the department in order to inform administrative decision-making. Chairpersons have supervisory authority within the College's organizational structure related to one or more disciplines and the specific exercise of such authority is subject to approval by the Dean.

The Chairperson's role includes the following:

- ***Coordinate*** the duties, responsibilities and evaluation of faculty.

- ***Hire, orient, schedule, supervise and evaluate*** emergency faculty hires, substitute faculty, classified employees assigned within the department, student workers, individuals under contract, and volunteers.

- ***Recommend*** a plan for the direction of academic programs.

- ***Facilitate*** the development of and recommend curriculum that meets the quality standards set by the State Chancellor of Community Colleges and CCSF District Administration, and coordinate course development with other departments, programs, and services as appropriate.

- ***Develop and recommend*** a schedule of classes in advance of each semester that meets students' needs, enrollment goals, and department instructional budgets.

- ***Recommend*** effective enrollment strategies to her/his Dean; initiate, after consultation with the Dean, the cancellation of low enrolled classes and the addition of new and combined sections; work with students affected by changes to the schedule of classes; and implement administrative direction, after consultation

with her/his Dean, with respect to the preceding in compliance with College policies and contracts.

- ***Develop and assign*** faculty work schedules that correspond to the schedule of classes and other departmental activities that meet student need and demand, subject to the final approval of the Dean, and supervise faculty performing instructionally related activities affecting the department.

- ***Facilitate the hiring process*** for full time and part time faculty in compliance with College policy and contracts.

- ***Ensure*** that the courses taught to students at the College are current as to general educational and specific topical trends, ideas, methods and techniques.

- ***Demonstrate*** primarily through an annual plan or program review, how the department accomplishes its goals, assess student learning outcomes, and maintains academic integrity and high quality education.

- ***Monitor and report*** on the academic integrity and performance of the delivery of the highest quality of education to students.

- ***Demonstrate*** effective leadership while contributing to participatory governance at CCSF.

- ***Implement*** the policies and procedures set by CCSF District Administration and provide department input to the Administration on policies and procedures within the College's administrative structure.

- ***Plan and report*** on the operational needs of the department.

- ***Support*** the Dean to achieve academic and budgetary goals and ***provide*** the Dean with departmental input necessary for the development, achievement, and success of these goals.

- ***Effectively communicate*** with her/his dean, administration, students and faculty.

- ***Develop and maintain*** positive relationships with administration, faculty, classified staff, students, and communities served by the College.

- ***Lead*** department meetings.

APPENDIX G
DEPARTMENT CHAIRPERSON POSITION DESCRIPTION

Duties & Responsibilities

Academic Responsibilities/Curriculum & Instruction

1. Promote student learning, student support, and program development.
2. Develop program offerings and class schedules based on student and community needs, subject to final approval of the Dean.
3. Develop and recommend faculty assignments and work schedules and supervise faculty performing instructionally-related activities affecting the department.
4. Remain current in ideas, research, technology, and practices pertaining to areas of responsibility.
5. Assist the Dean and coordinate with faculty and other District personnel in the development and regular review of credit and noncredit programs and courses, articulation agreements, and documents required for approval by the State Chancellor's office and other external agencies.
6. Coordinate the efforts of discipline faculty in the establishment and assessment of student learning outcomes and the use of outcomes assessment results for course and program improvement.
7. Monitor enrollment patterns and other critical data to identify class schedule opportunities, issues, program development and needed changes and recommend actions accordingly.
8. Facilitate and oversee the resolution, where possible, of student complaints.
9. Plan and conduct regular meetings with academic discipline faculty; promote a team effort; communicate relevant College deadlines, policies, procedures, applicable regulations of outside agencies, and other matters of interest or compliance to department chairs, faculty, classified staff and students.
10. Coordinate the review and update of course outlines, program curriculum, printed schedules, and College Catalog information as needed.
11. Plan and implement all activities required for departmental program accreditation where applicable.

Planning & Development

12. Coordinate academic discipline faculty including faculty coordinators in planning and development efforts of program review, outcomes assessment and institutional and program accreditation.
13. Maintain departmental informational and outreach materials (online and in print).
14. Work with Deans in finding and reviewing grant and other resources to foster opportunities, programs and needed changes that enhance student success.
15. Review proposed grants when the department's subject or discipline is involved and/or where the name of the Department Chairperson and/or the name(s) of the department faculty are used in the grant proposal, and evaluate the proposed grant in relation to the needs of the department including impact of using existing courses and/or faculty and staff, and the impact of creating new curriculum.

APPENDIX G
DEPARTMENT CHAIRPERSON POSITION DESCRIPTION

Financial and Physical Resources

16. In compliance with District and, where applicable, grant guidelines, advise, recommend budget allocations and monitor budgets for assigned areas (including but not limited to time sheet and other payroll document preparation, purchase orders, and requests for maintenance of facilities).
17. Oversee the day-to-day operations of classrooms, labs, shops, faculty offices, and other assigned areas.
18. Ensure the proper use, inventory, repair, and maintenance of department equipment and supplies.
19. Make recommendations to the Dean when changes are needed in physical facilities and assist in the planning and design for these changes.

Liaison/ Relationships with Community

20. Aligned with District mission and goals, participate in community activities (including area schools, businesses, and community-based organizations) and professional organizations that foster student diversity, promoting and benefiting the academic area's education programs.
21. In coordination with the Dean, serve as a liaison between the academic area(s) and other components of the College and the general public.

Training and Development

22. Facilitate faculty and classified staff training and professional development that promote teaching excellence and high standards in specified skills.
23. Work to strengthen collaboration between instruction and student services to promote student success.

Personnel

24. In accord with District policies, contracts, and procedures, supervise and coordinate the evaluation of assigned faculty.
25. Hire, orient, schedule, supervise and evaluate classified employees assigned within the department; and for classified assignments shared with other supervisors, hire, orient, schedule, supervise and evaluate regarding their portions of the classified assignment.
26. Review and submit documents/forms necessary to effectuate assignments and pay of personnel under her/his supervision, e.g., assignment forms, time sheets and leave of absence forms.
27. In consultation and coordination with the Dean and in accord with District policies, contracts, and procedures, assist in the orientation of new faculty, supervise the professional conduct of faculty, and cooperate with District management, Employee Relations and Human Resources in resolving employee

disciplinary matters (such as student complaints and grievances, timely grade submission, and absence reporting).

28. Initiate and facilitate the routine faculty hiring processes in compliance with College policy and contracts. Initiate and take responsibility for emergency faculty hiring in compliance with College policy and contracts.
29. Provide input to the Dean on extended leave applications.
30. Read and implement, as applicable, collective bargaining agreements affecting academic employees within their area(s) of responsibility.

General Responsibilities

31. Promote a work culture aligned with the College's mission to promote the delivery of customer service, innovation, and quality services to students, employees, and the community.
32. Serve on District committees as assigned including participating collegially on CCSF Participatory Governance committees.
33. At the request of the Dean, attend Board of Trustees' meetings.
34. Serve as the point-of-contact and resource for students and faculty in the day-to-day operations of the assigned area (e.g., general information and assignment of substitutes).
35. Absent good cause, attend graduation in regalia (to be provided by the District as necessary).

Eligibility

Eligibility to serve as Department Chairperson shall be limited to Full-time faculty members of the department who are tenured or tenure-tracked and who have taught/worked the majority of their load during the current and immediately preceding semesters in the involved department.

Part-time faculty shall be eligible to serve in special circumstances with prior mutual agreement between DCC and District.

Eligibility to serve as Department Chairperson for a cross-curricular department shall be limited to a faculty member who was eligible and scheduled to teach a course listed by a cross-curricular department in any of the last four (4) semesters.

Appointment

Department Chairs are elected through a process outlined in the Collective Bargaining Agreement between the District and the Department Chairperson Council (“DCC”) All appointments are conditional until approved by the Vice Chancellor of Academic Affairs.

VIA U.S. MAIL

[Date]

[Insert Name]
[Insert Address]

Dear [Insert Name]:

Congratulations on being elected as Chairperson of the [Insert Department] Department. As you begin your term of office you should be aware of the fact that, while you are serving as Chair, you are a “supervisor” (bottom line management) and are now a member of a different collective bargaining agency: The Department Chairperson Council (DCC). During the time you are Chair, you cannot vote or otherwise serve in the American Federation of Teachers, Local 2121 (AFT).

However, since Chairs come and go from the faculty rank, you may wish to continue your membership in the AFT (that is, continue to pay dues), especially if you wish to maintain your credit union and/or any insurance that you may have through the auspices of AFT. Furthermore, many Chairs continue to pay dues to AFT during their tenure as Chairs in recognition of the fact that AFT still negotiates many conditions of your employment (salaries, benefits, etc.) and occasionally represents you (with approval from DCC) in matters that deal with your role as a faculty member.

If you wish to resign your AFT membership while you are serving as Chair, you must notify AFT in writing immediately. Otherwise, you need take no action.

We wish you a productive term of office.

Sincerely,

Darlene Alioto, President, Department Chairpersons Council

Alayna Fredricks, Executive Director, American Federation of Teachers Local 2121

Dianna Gonzales, Vice Chancellor, Human Resources