ARTICLE 6
DIVISION/DEPARTMENTS

6.1 **DIVISIONS:** Division procedures, including procedures for division structure and faculty participation, shall be determined by management in consultation with division faculties. Such procedures to be on file at the college, District Office, and UF office.

6.1.1 Wherever possible, division recommendations to the next higher management level shall be developed in consultation with division faculties. However, in scheduling, budget, and curriculum matters, recommendations shall always be developed in consultation with division faculties.

6.1.2 Faculty participation in division operations shall be facilitated by department chairpersons in the operations listed in 6.4 below.

6.1.3 Division Chairpersons. Division Chairpersons are management positions and shall be selected by the College President.

6.1.3.1 Selection shall be from two (2) or more regular faculty members submitted by the division, which has determined by a vote of the regular and contract faculty that the nominees have the support of the majority of the regular and contract members of the Division.

6.1.3.2 Division Chairpersons shall be limited to two (2) consecutive full terms of office, a term of office being three (3) years in duration.

6.1.3.3 Individual eligibility for selection shall be re-established after one full term (three (3) years) out of office.

6.1.3.4 A Division Chairperson who during his/her term of office is granted a leave shall have any such leave period counted as part of the three (3) year term of office.

6.1.3.5 A Division Chairperson who is selected to fill an unexpired term of office (of a previous Chairperson) of greater than a one (1) year duration shall be considered to have served the entire three (3) year term for purposes of this Article.

6.1.3.6 Procedure to be used to replace or to substitute for a division chairperson prior to the completion of a term of office shall be the same procedure as used for an original selection, however, eligibility requirements in 6.1.3.3 above shall not apply to replacements or substitution for one (1) semester or less.

6.1.3.7 The President may at his/her discretion remove a Division Chairperson after consultation with a representative group from the Division.
6.2 **DEPARTMENTS/FACULTY PARTICIPATION:** Departments/Faculty Participation. Unit members shall be considered members of the college, division and department wherein their largest assignment falls.

6.2.1 Department faculty procedures, consistent with division procedures, shall be determined by the faculty members within them.

6.2.2 Such procedures are to be on file at the college, District Office, and UF office.

6.2.3 **Department Chairpersons:**

6.2.3.1 **Elections/Term:** Department chairpersons shall be elected for two (2) year terms from and by the regular and contract employees of the department. Such chairpersons may be recalled by two-thirds (2/3) vote of the same constituency.

6.2.3.2 **Job Description for Department Chairpersons:** The following duties and responsibilities shall apply:

6.2.3.2.1 Represent the department and act as liaison between the management and department members.

6.2.3.2.2 Listen to student inquiries, complaints and grievances about department members and matters. Investigate and attempt to resolve matters on a department level.

6.2.3.2.3 Attempt to resolve department member inquiries, complaints and grievances on a department level.

6.2.3.2.4 Coordinate the preparation and submission of class schedules to Division Chair.

6.2.3.2.5 Participate in the hiring process for full and part-time faculty.

6.2.3.2.6 Recruit faculty to serve on selection committees for regular and part-time instructors in the department.

6.2.3.2.7 Coordinate the development of evaluation committees for part-time and substitute instructors.

6.2.3.2.8 Assist in the orientation of new faculty.

6.2.3.2.9 Recommend, monitor and maintain department budgets.

6.2.3.2.10 Represent or delegate representation of the department at appropriate division/administrative/college/district meetings.
6.2.3.3.1 If the problem is not resolved at the first level, the manager may notify in writing the department members, as defined by the department bylaws, regarding the nature of the performance problem, citing specific duties of the job description that the manager believes are not being performed adequately.

6.2.3.3.2 Members of the department will then design and conduct a departmental peer evaluation of the chair's performance based upon the relevant areas of the department chair description.

6.2.3.3.3 The department will then meet with the department chair to discuss the findings of the peer review and take appropriate action if necessary.

6.2.4 Non-Departmentalized Areas: Where sixty percent (60%) of the regular and contract faculty in a division has not formed into departments, that faculty may form one (1) non-departmentalized faculty group for the purpose of facilitating faculty participation in the operations listed in Section 6.4, below.

6.2.4.1 Election/Term: Where a non-departmentalized group is formed, the chairperson shall be elected for a two (2) year term from and by the regular and contract employees of the non-departmentalized division. Such chairperson may be recalled by a two-thirds (2/3) vote of the same constituency.
7.7 FACULTY RESPONSIBILITIES:

7.7.1 Curriculum Development. This includes the analysis and coordination of textual materials; constant review of current literature in the field, some of which are selected for the college library collection, the preparation of selective, descriptive materials such as outlines and syllabi; conferring with other faculty and administration on curricular problems; and, the attendance and participation in inter and intra-college conferences and advisory committees.

7.7.2 Hiring of Faculty

7.7.3 Evaluation of Faculty

7.7.4 Committee Work

7.7.5 Categorical. Notwithstanding any other term, clause or provision of this Agreement, assignments and employment conditions of faculty employees within categorically-funded programs shall be solely determined by the provisions of the granting/funding agency contracts, except, such categorically-funded faculty employees shall be assigned to the existing division structure applicable.

7.7.6 Faculty Load. The faculty load for each individual unit member comprises the total hours per week of his/her assigned load. Where activities or events in such areas as dance, forensics, music, athletics, and the like, by nature of the assignment, extend to periods before or after the academic year, beyond District contractual work load requirements, during normal instructional holiday periods, or other, and these events or activities are voluntarily scheduled by the individual unit member -- such activities or events shall then be regarded as a part of the total assignment and shall not be considered for extra-pay or compensation.
1. Where a unit member's assignment is associated with the conduct of games, events or practices scheduled for evenings, Saturdays, Sundays, instructional holiday periods during the school year, or, on non-teaching days during the calendar year in conformance with inter-collegiate, conference or association actions, they shall not be considered for extra pay or compensation. Any game, event or practices scheduled as an outcome of successful individual or team performance such as playoffs, finals, tournaments, championships, and the like, shall not be considered for extra pay or compensation.

2. Where any such events or activities are required to be undertaken by the District, or, are scheduled solely by management as extra duties, such events or activities shall be with applicable compensation. Such compensation may include, but is not limited to, a percentage of base salary or compensatory time.

3. Where, within "7.7.6," above, the unit member has an option of voluntarily scheduling or not scheduling such events or activities, and does not so elect to schedule, no negative evaluations shall occur as a direct result.
ARTICLE 10
WORKING DAYS - CALENDAR

10.1 FACULTY SERVICE OBLIGATION:

10.1.1 Contract I employees shall be obligated for service a maximum of one hundred seventy-five (175) service days plus four (4) non-instructional days.

10.1.2 Contract II employees shall be obligated for service a maximum of one hundred seventy-five (175) service days plus two (2) non-instructional days.

10.1.3 Contract III and regular employees shall be obligated for service a maximum of one hundred seventy-five (175) service days.

10.2 CALENDAR NEGOTIATIONS: The calendar and procedures shall be reopened annually with the District submitting a proposal to the United Faculty by September 15. The United Faculty will submit a counterproposal by October 15. If no calendar is agreed to by December 15, the existing calendar will be "rolled over" and become next year's calendar.

10.3 STATE LAW EFFECT ON CALENDAR: Should changes occur in state law allowing fewer than one hundred seventy-five (175) mandated instructional days for Community Colleges, the parties agree that within fifteen (15) working days of written request the contract will be reopened for negotiations as to the District number of instructional days required for unit members.

10.4 FLEXIBLE CALENDAR:

10.4.1 'C' and 'A/C' Faculty whose semester length class days and holidays do not add up to 18 weeks will have flex responsibility.

10.4.2 The number of hours of flex time for members with released time or reassigned time shall be reduced by the same percentage as the members' released time or reassigned time.

10.4.3 The number and designation (mandatory, optional, or variable) of flexible days shall be negotiated at the same time as the academic calendar. The flex days shall be included in the District calendar.

10.4.4 Variable flex for contract or regular faculty may be completed at any time during the current fiscal year (July 1 – June 30). Variable flex may be applied during the summer, recesses, or weekends. Variable Flex may be applied after 4pm on instructional days without LPG approval or before 4pm on instruction days for activities which are LPG approved and provided faculty meet all contractual obligations on those days. Temporary faculty must complete flex hours during the semester they are employed.

10.4.5 Faculty members are required to serve five (5) hours for each designated mandatory, optional, or variable flex day. Faculty members shall be given flex credit for a maximum of eight (8) hours per calendar day.

10.4.6 Faculty must submit a completed Flex agreement each year.
ARTICLE 11

REASSIGNED TIME

11.1 DEPARTMENT CHAIR REASSIGNED TIME: Reassigned time hours for faculty governance of department chairpersons shall be assigned in accordance with the following:

For Diablo Valley College: 42 lecture hour equivalents each semester
For Los Medanos College: 21 lecture hour equivalents each semester
For Contra Costa College: 21 lecture hour equivalents each semester

These allotments shall be distributed for faculty governance in accordance with Section 11.1.1. In addition to these hours and the moneys previously allocated to department chair stipends, effective 7/1/02 the amounts allocated shall be augmented by $200,000, and effective 7/1/09, the total funding for reassigned time allocated to department chairs will be increased by $138,000 (indexed to salary schedule B-2).

11.1.1 Criteria for Stipends and Reassigned Time

11.1.1.1 Within each college, departments shall be assigned a rank by formula: (Full-time equivalent faculty) + (head count of full and part-time faculty) = rank

11.1.1.2 Reassigned time and stipend shall be allocated by mutual agreement between the college president and UF vice president in approximate proportion to their ranking: e.g., a ranking larger by a factor of two than a lower ranking receiving time/stipend shall receive an allocation twice as large as the lower ranking. Effective 7/1/09 the minimum reassigned time (or stipend equivalent) for all department chairs will be 10 percent of a full load for all departments established prior to 6/1/2009. Reassigned time or stipends for chairs of departments formed after this date will be decided by the College President in consultation with the appropriate UF Vice President.

11.1.1.3 Deviations from this allocation process shall be made by mutual agreement between the college president and UF vice president. The criteria for these deviations shall be stated in writing to the departments, Chancellor, and UF president.

11.1.1.4 At department discretion, allocations of stipends may be used to hire faculty for reassigned time (at the "C" rate). Expenditures for this purpose shall not exceed the stipend allocated to the department. Reassigned time shall be valued at the average instructional rate for the college.

11.1.1.5 There shall be no reduction of the total college allocation of reassigned time for department chairs as specified above.

11.1.1.6 Department chairs who opt to take a stipend rather than reassigned time will be considered to have taken reassigned time for the purposes of calculating their maximum allowable annual load, according to Article 8.5.