

RFP

Policies 82-83

83-84

Maricopa County Community College District

Residential Faculty Policy Manual

**Glendale Community College
Maricopa Technical Community College
Mesa Community College
Phoenix College
Scottsdale Community College
South Mountain Community College**

July 1982-84

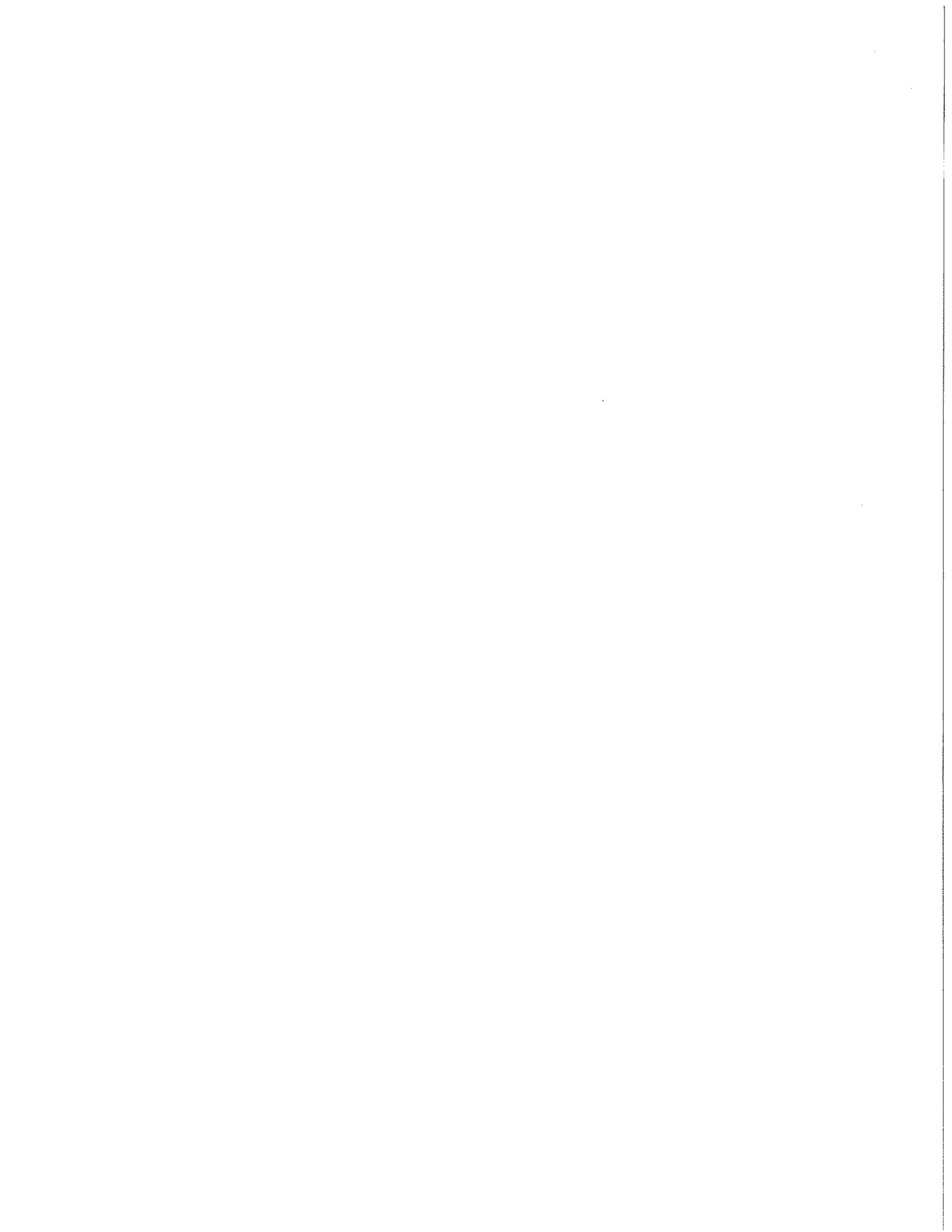


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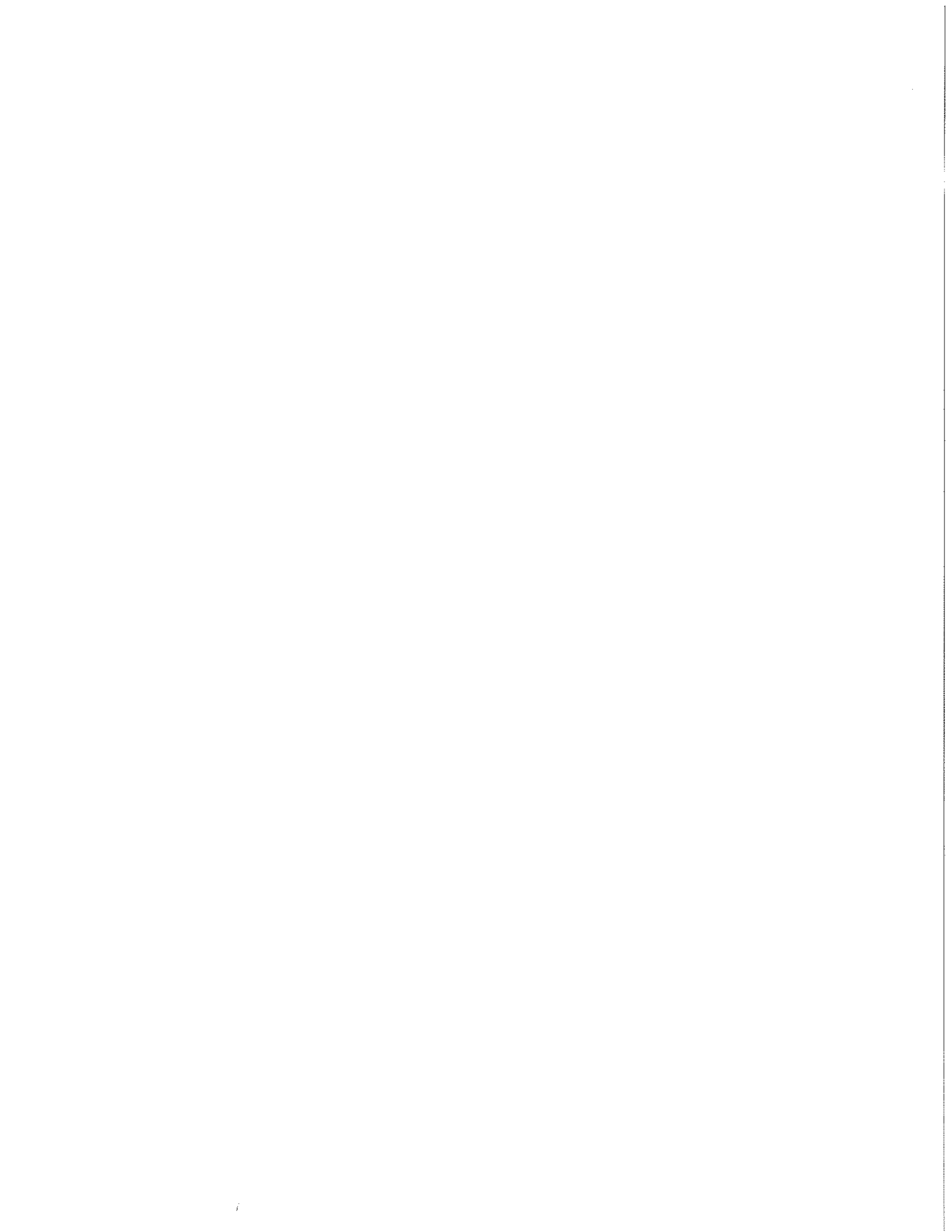
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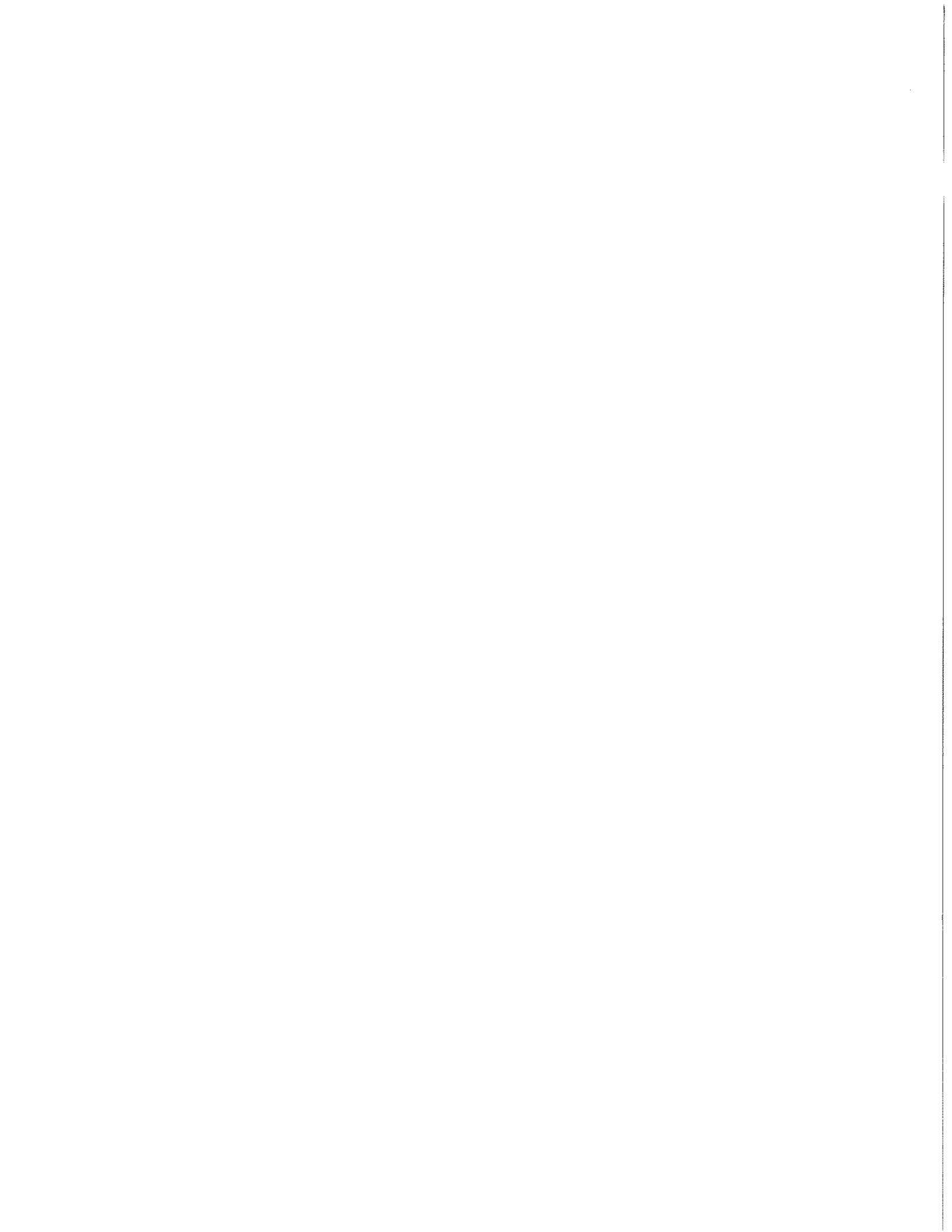
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**MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT**

ARTICLE I

POLICY STATEMENT AND DEFINITIONS

A. Policy Statement

The Chancellor of Maricopa County Community College District hereby retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon the position or vested in the position, by the laws and constitutions of the State of Arizona and the United States, and all rights and powers, to manage the Maricopa County Community College District and direct the faculty members of Maricopa County Community College District except as otherwise provided in this policy.

The Chancellor shall have the right to establish such standards of professional conduct and rules and regulations which are not in conflict with this policy.

It is recognized by the Faculty and Administration that it is desirable, in order to establish the terms and conditions governing employment, for representatives to meet and confer, in good faith, about policies affecting responsibilities and benefits pertaining to Residential Faculty employment. For this reason, this policy statement is adopted by the Governing Board of Maricopa County Community College District (MCCCD) and the MCCCD Residential Faculty.

B. Definitions

1. College Faculty Presidents

The College Faculty Presidents are elected representatives of the Residential Faculty of each college.

2. College Staffing Advisory Committee

The College Staffing Advisory Committee shall consist of the Dean of Instruction and at least four (4) faculty members appointed by the Faculty President.

3. Day Program

The Day Program shall be Monday through Friday starting at 6:00 a.m. and ending at 3:55 p.m., except for a section(s) of a course(s) starting prior to 3:55 p.m. or for a section(s) of a course(s) that are part of an established day curriculum and must be offered after 3:55 p.m. due to unique facility or teacher availability limitations. All service faculty shall meet their hours of accountability between the hours of 6:00 a.m. and 5:00 p.m., unless initially hired under different circumstances.

4. Department/Division Chairperson

A Department/Division Chairperson is a faculty member as defined in the Residential Faculty Policy manual with certain administrative functions as defined in the Administrative Policy Manual. (Should department/division chairperson(s) become full-time administrators at any college, those chairperson(s) will not be covered by the Residential Faculty Policy manual.) (See Appendix D)

5. Faculty Governance

Faculty Governance is a process determined by the Residential Faculty members.

If a college chooses not to participate in a gover-

nance system, then the College President may make necessary committee appointments to carry out the educational objectives of the college and district.

6. Grievance

A grievance is a claim based upon the interpretation, application, or violation of Board policies that have a direct impact on the terms and conditions of faculty employment, or decisions of unfair or inequitable treatment. It does not include (1) Renewal of Probationary Faculty Contracts-Articles III O; (3) Increment/Salary Withholding-Article IV E; Retrenchment-Article III R; or Professional Growth-Appendix A.

a. Aggrieved Person

An aggrieved person is the person or persons making the claim.

b. Party in Interest

A party in interest is the person(s) making the claim or any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

7. Instructional Council

Instructional Councils are discipline/service area committees formed to improve communication and coordination among and between faculty working in common instructional/service areas. Policies governing instructional councils are found in the current "INSTRUCTIONAL COUNCIL GUIDELINES."

8. Meet and Confer Process

The Meet and Confer Process is a process for the purpose of deliberation and recommendation for change in the Residential Faculty Policy Manual.

9. Professional Growth Committee

The Professional Growth Committee is a Governing Board approved District Committee consisting of the Chancellor or designee plus the Dean of Instruction or designee and two (2) faculty representatives from each campus.

10. Residential Faculty

Residential faculty are faculty members who are originally employed full-time with the intention that they will be continuing employees. Residential faculty who accept other than a residential contract (externally funded personnel) and whose conditions of employment are specified in their contract will not lose residential status. If the grant, as funded, conflicts with salary or fringe benefit provisions of this document, such persons will be paid according to current District Personnel Policies. (Hereinafter called faculty members)

a. Appointive Status

Appointive status is attained by faculty members when employed for the fourth consecutive year and thereafter employed. (Hereinafter called appointive members)

b. Probationary Status

Probationary status is assigned to all faculty members who have not attained appointive status. (Hereinafter called probationary members)

11. Residential Faculty Policy Review Process

The Residential Faculty Policy Review Process exists for the purpose of interpretation and recommendation for change in the Residential Faculty Policy manual. (See Article II, Section I)

12. Seniority

Seniority shall be based on continuing residential employment, shall date from the time of formal Governing Board action, and shall determine length of time in service.

13. Teaching/Service Minor

A teaching/service minor is the basic requirement for faculty members to teach in a second area. It is determined by the Instructional Council of that discipline/service area.

**MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT
ARTICLE II
RESIDENTIAL FACULTY RIGHTS**

A. Information

Upon request, the Board, through the office of the Vice Chancellor for Employee Relations, will provide to the residential faculty leaders public information which is required or legally necessary for the meet and confer process and the implementation of the Residential Faculty Policy Manual. Nothing in this paragraph shall be construed to require the Board to compile information and statistics in the form requested if such data is not already compiled in the form requested.

B. Time for Meetings

Residential Faculty members may participate during hours of accountability (if it does not interfere with scheduled assignments) in meetings and grievance proceedings. Such meetings must not conflict with the scheduled assignment of those Residential Faculty involved.

C. Use of College Facilities

The Residential Faculty shall have the right of access to college buildings for the purpose of Residential Faculty business, providing there is no interference with the regular academic program. The usual facility reservation procedure will be followed, when necessary.

D. Use of School Equipment

The Residential Faculty shall have the right, for the purpose of member representation, to use District equipment at reasonable times at the assigned location, including typewriters, mimeographing machines and other duplicating equipment, provided such equipment is not otherwise in use. The Board will make supplies available at its cost for faculty purposes.

E. Office Space

Adequate office space shall be provided for the Residential Faculty at the colleges and District.

F. Mail

Residential Faculty shall have use of intra-college and intra-District mail facilities within present guidelines and policies.

G. Participation in Educational Policy Making

1. Effective means of two-way communication between individual faculty members and the Administration shall exist for the promotion of professional practices.
2. Policy and administrative regulations affecting the faculty shall be discussed, before implementation, with the Residential Faculty at the appropriate level.
3. Policy recommending committees, including residential instructional faculty, shall be a part of the administrative structure.

H. Board Meetings

1. The District Faculty President shall be accorded time at all Governing Board meetings to present faculty views.
2. The Residential Faculty shall be furnished notice of all meetings of the Governing Board, stating date, time and location. In addition, agendas, minutes, budgetary information, and study materials will be furnished at the same time and in the same form as those furnished the Board.

I. Personnel Policy Revision and Interpretation

1. Contested interpretation of existing policy, excluding grievance against violations of the policy, shall be submitted to the assigned representatives of the Faculty and the Vice Chancellor for Employee Relations. The parties shall submit recommendations to the Chancellor or his/her designee for adjudication. Such decisions by the Chancellor shall be submitted to the Governing Board as an information item within thirty (30) working days following the original submission to the Vice Chancellor for Employee Relations and the Faculty.
2. Recommended changes shall be submitted to the Chancellor or his/her designee as follows:
 - a. Proposed changes in policy shall be submitted in writing.
 - b. If the item under consideration is not of utmost urgency and is contested, it shall be returned to the Vice Chancellor for Employee Relations and representatives as an agenda item for the meet and confer process.
 - c. If after reviewing position statements of the Residential Faculty and the Vice Chancellor for Employee Relations agreement cannot be reached, and if the item considered is of sufficient urgency, a recommendation shall be made by the Chancellor. Both position statements shall be submitted to the Governing Board as an action item.
 - d. Item(s) upon which agreement is reached shall be submitted to the Governing Board as action item(s) indicating acceptance and implementation by the Chancellor.

J. Budget Formulation Participation

The Residential Faculty shall receive reasonable notice of budget formulation meetings involving the Administration. Representatives of the Residential Faculty may attend such meetings for informational purposes. The faculty may submit to the College President, prior to the finalization of the proposed budget, recommendations on

budget appropriations for programs and priorities. When an individual campus budget is finalized, it will be made available to the college faculty president, or designee, before being submitted to the district. Any subsequent changes will be brought to the attention of the faculty president or designee.

K. Recruitment and Selection of New Residential Faculty

1. The Residential Faculty shall receive notice when new positions become available or existing positions are vacated. The notice shall explain the basic qualifications, job descriptions, and salary for the position.
2. Faculty members of the involved or related discipline(s) will have the opportunity to interview candidates for faculty positions after review of the credentials by the Personnel Office as per discipline standards on file with the Personnel Office at the time of advertising. Other personnel may be invited by the Personnel Director to participate in interviews when warranted. Appropriate recommendations shall be made by the College President.
3. Faculty participation on screening committees shall be utilized in the screening of new college administrative personnel and District executive personnel.
4. All new faculty must meet the requirements per discipline standards on file in the Personnel Office.
5. Administrators who have not previously held residential faculty status and desire to become residential faculty members must meet the hiring qualifications for the discipline/service area for which they are requesting assignment.

L. Faculty Load Reductions

1. Faculty members shall be granted load hours to prepare and participate in college and district educational policy making per Article II, Section G. These load hours will not be used for political action or meet and confer activities. Load hours will be granted as follows:

District Governance	30 hours
College Governance	
0 - 10 faculty	0 hours
11 - 50 faculty	6 hours
51 - 125 faculty	9 hours
126 - or above	12 hours
2. The Chancellor shall award 6.0 load hours per year to the Residential Faculty member selected as chairperson of the Professional Growth Committee.
3. Additional load reductions may be granted by the Vice Chancellor for Employee Relations to Residential Faculty upon payment of all replacement costs. Additional load reductions shall be requested by midterm of the semester preceding the approved reduction.
4. Non-Residential Faculty for replacement shall be a special allocation which is not part of the college basic allocation for Non-Residential Faculty.

A. Instructional Rights

Faculty members are entitled to academic freedom in the classroom in discussion and method of presentation of the subject taught, provided that the faculty member informs the students that the views presented are those of the member. However, academic freedom also implies that reasonable alternative views will be presented. Reasonableness should also be exercised by the member in meeting institutional/community responsibilities. Instructors will recommend the appropriate textbooks, and subjects or areas of concern. The instructors shall maintain the right and responsibility to determine grades and other evaluations of students.

B. Personal Rights

The Governing Board recognizes that the personal life of a faculty member is not an appropriate concern of the college, provided it does not affect the faculty member's effectiveness in fulfilling professional obligation(s).

C. Visitation of Faculty Members

Brief classroom visits by administrative and/or staff personnel may be conducted without notice to the member in situations that need immediate attention for the normal operation of the college. These visits will not be used for the purpose of the instructor evaluation.

D. Evaluation of Probationary Faculty Members

1. Premises Basic to the Evaluation Program
 - a. Observation and evaluation will be made by the administration or by qualified personnel designated by the administration.
 - b. The President of the College shall have the final responsibility for recommending retention, after consultation with department/division chairpersons and the Dean of Instruction.
 - c. Professional service to the college and relationship with colleagues and students will be a basis for evaluation.
2. The Objectives of the Evaluation Program are as follows:
 - a. To improve teaching performances;
 - b. To advise the faculty members regularly and specifically of their strengths and weaknesses, progress, and overall status;
 - c. To determine the desirability of continued employment and/or appointive status.
3. The Plan of the Evaluation Program is as follows:
 - a. Observation of each provisional instructor will be for not fewer than three (3) full class periods, or the equivalent, each year. Within five (5) teaching days following each observation, there will be a conference between the instructor and the observer.
 - b. Observation of provisional faculty members by administrative personnel must be conducted if the department/division chairperson or the provisional member requests such observation.
 - c. All written evaluations of provisional members will be made on the approved rating form. These evaluations will be submitted, in triplicate, and signed by the member and the evaluator. A copy will be retained by the member.

E. Evaluation of Appointive Faculty Members

In as much as the Faculty is committed to quality teaching and instruction and is contracted to provide professional services to students, colleagues, and the district. The faculty do hereby agree to adhere to, support, and implement the following evaluation policies and procedures.

1. Premises Basic to the Evaluation Program
 - a. The visitation and evaluation of appointive faculty members will not be done routinely, but will be done as administrative needs require.
 - b. Professional service to the college and relationship with colleagues and students will be a basis for evaluation.
2. The Objectives of the Evaluation Program are as follows:
 - a. To provide a uniform and regular method of assessing performance of the appointive faculty member.
 - b. To determine the desirability of continued employment.
3. The Plan of the Evaluation Program is as follows:
 - a. The President of the College shall authorize the administrative evaluation and shall have final responsibility for accepting the completed evaluation and any recommendations therefrom.
 - b. The evaluation will be made by the administrative personnel designated by the President of the College.
 - c. Observation of each appointive member will be for not fewer than three (3) full class periods, or the equivalent. Within five (5) teaching days following each observation, there will be a conference between the instructor and the observer.
 - d. All written evaluations of appointive members will be made on the approved rating form. These evaluations will be submitted in triplicate and signed by the member and the evaluator. A copy will be retained by the member.

F. Evaluation of Faculty Members for Instructional Improvement

1. Each college has an approved evaluation plan developed in concordance with the faculty for the improvement of instruction. Evaluation of faculty members will be made according to the appropriate sections of this plan.
2. Members assigned to two (2) or more colleges shall be evaluated only at the college of primary assignment in conformance with the approved college plan developed in concordance with the faculty. Members may request to be evaluated at another college in conformance with that college's approved plan.

G. Experimental Program Personnel

Members involved in experimental programs retain full rights under the Residential Faculty Policy.

H. Legal Rights

Nothing in this policy shall be construed to deny or diminish any individual rights which a member has under the law.

I. Personnel Files

The District shall maintain the official personnel files which shall contain all materials relevant to the member's employment and shall be the sole repository of such materials with the exception of a college file. Only those letters of recommendation solicited by the Residential Faculty member shall be included in the official file. The college file will contain only duplicated materials from the official District personnel file which are required for administrative purposes. Each file will have attached a record for notation of names, dates, and purposes of persons reviewing the files. Both files will be secured and only authorized personnel shall be permitted to view them. A member shall have the right to:

1. Review the contents of their files upon request, except letters of recommendation, and the college placement files which, when submitted, request confidentiality.
2. Receive a copy of any documents contained therein, except letters of recommendation.
3. Be notified, in writing, when material is being added to the file(s).
4. Request the inclusion of relevant documents to be added to the file(s).
5. Request the removal of all inappropriate and/or obsolete documents from the files.
6. File a written response to be included whenever negative or derogatory information is placed in the file(s).

J. Personnel Relations

1. All members shall be accorded treatment by their supervisors in a manner befitting the professionalism of both parties.
2. No member shall be disciplined, reprimanded, suspended, or reduced in assignment or compensation without just cause.
3. When any Residential Faculty member is required by the President of the college to appear before the Chancellor, Governing Board or any committee or member thereof, concerning any matters which could adversely affect employment, he/she shall be entitled to have a representative or legal counsel present to advise and/or represent him/her during such meetings or interviews.

K. Renewal of Faculty Contracts

1. Probationary Faculty Members

Notice of the Governing Board's decision to not re-employ a probationary faculty member shall be delivered personally to the member or sent by Registered or Certified mail, bearing a postmark on or before April 30, directed to the faculty member at his/her place of residence, as recorded in the district records. A probationary faculty member who is recommended by the College President through the Chancellor to the Governing Board for dismissal during the contract year shall have access to the due process procedures as prescribed by Article III, Section O.

2. Appointive Faculty Members

Unless an appointive faculty member is otherwise notified in writing by an officer of the college on or before March 15, a new contract will be issued for the ensuing academic year. The appointive faculty member shall

indicate acceptance of the contract for the ensuing year by signing and returning the contract to the Governing Board or its officer within thirty (30) calendar days after receipt of said contract. An appointive faculty member receiving a notice of dismissal may appeal his/her dismissal according to Article III, Section 0.

L. Suspension of a Faculty Member

1. Upon a written statement of charges formulated by the Chancellor, charging a faculty member of the District, the Chancellor or his/her designee may immediately suspend the faculty member and give notice of suspension.
2. The notice of suspension shall be in writing and be served upon the member, personally, or by United States Registered mail, addressed to the member at his/her last known address.
3. Any member who has been suspended pursuant to this section shall continue to be paid regular salary during the period of suspension.

M. Administrative Leaves of Absence

1. If a faculty member is charged by criminal complaint, information or indictment with any criminal offense, which would be deemed cause for dismissal, the Chancellor may immediately place the member on compulsory leave of absence for a period of time extending for not more than ten (10) days after the date of entry of judgment in the proceedings.
2. The Vice Chancellor for Employee Relations may place a faculty member on paid administrative leave of absence not to exceed sixty (60) days.
3. Any member placed on leave of absence pursuant to this section shall continue to be paid his/her regular salary during the period of leave of absence.

N. Appointive Faculty Member Dismissal

Upon a written statement of charges formulated by the College President, approved by the Chancellor, and recommended to the Governing Board, charging that there exists good cause for the dismissal of an appointive faculty member of the District, the Governing Board through the Chancellor shall give notice to the faculty member of this intention to dismiss at the expiration of thirty (30) days from the date of the service of the notice or at the end of the academic year.

1. Any written statement of charges alleging unprofessional conduct or incompetency shall specify instances of behavior and the acts or omissions constituting the charge so that the faculty member will be able to prepare a defense. It shall, if applicable, state the statutes, rules or written objectives of the College which the faculty member is alleged to have violated and set forth the facts relevant to each occasion of alleged unprofessional conduct or incompetency. A copy of the charges shall be attached to the notice.
2. The faculty member shall have the right to a hearing by filing a written request with the Chancellor within five (5) working days of service of notice. The filing of a timely request shall suspend the dismissal procedure, pending the completion of the hearing.
3. Upon such request, a Hearing Committee shall be constituted within five (5) working days and shall be composed of one College President, from another campus, and two (2) members of the Residential

Faculty. One (1) of the Faculty members will be selected by the member and the other appointed by the College President. The member may attend the hearing meetings and present any testimony, evidence, or statements, oral and written, in his/her behalf and be represented by legal counsel.

4. The Hearing Committee shall review the report of the President of the College and shall make any investigation deemed necessary to assure a just recommendation. A hearing shall be held not later than fifteen (15) working days after the appointment of the committee.
5. Within five (5) working days after completion of the hearing, the Hearing Committee shall make its recommendation to the Chancellor, who shall then make his/her recommendation to the Governing Board. Should his/her recommendation differ from the Hearing Committee recommendation, the Chancellor will also forward the Hearing Committee's report to the Governing Board. The Governing Board shall render the final decision for retention or dismissal.

O. Membership In and Representation by Professional Organizations

Faculty members will have complete freedom in selecting the professional organizations they may join, or refrain from joining.

P. Faculty Transfer Policy

Since the contract of Maricopa County Community College District states that a faculty member is employed by the District, a member may transfer from a discipline or service department at one college to a similar discipline or service department, if qualified in that discipline or service department, at another college according to the following:

1. Premises Basic to Transfer Determination
 - a. The preference of the member for a particular college;
 - b. Protecting the employment of appointive faculty in the event of overstaffing in the present assignment;
 - c. Meeting the staffing needs educationally and/or numerically of another college/facility, and/or
 - d. Improving working relationships.
2. Requisites for Transfer
 - a. All parties concerned will provide input in the transfer decision including, but not limited to, the following: Presidents of the Colleges, Deans of Instruction, department/division chairpersons of the appropriate colleges, in addition to the member requesting transfer.
 - b. The determination of transfer will be based upon, but not limited to, the following considerations:
 - (1) Willingness of transferee;
 - (2) Reciprocal need for transfer;
 - (3) Academic qualifications of transferee;
 - (4) Compatibility within receiving department/division structure.
 - c. Members will follow procedures as outlined by the Personnel Office.

Q. Retrenchment Policy

1. Administrative

Any administrator being reassigned to faculty status,

because of retrenchment in the administrative unit, and who has not previously been residential faculty in the district, must meet the hiring qualifications for the discipline/service area to which he/she is being reassigned.

2. Faculty

If enrollment projections indicate that any District college will be overstaffed during the forthcoming academic year, the staffing Committee at each college shall recommend which discipline(s)/service area(s) are overstaffed and shall submit their recommendation for reducing the Residential Faculty to the authorized level to the President of the College no later than March 15th.

- a. Whenever overstaffing is found to still exist after the nonrenewal of probationary faculty members in any discipline/service area, the first consideration will be to transfer appointive faculty to another college with first priority given to volunteer(s) in the overstaffed discipline(s)/service area(s).
- b. Members with seniority in the District will have the first option of choice of transfer within the discipline/service area for which they are qualified. Transferees with seniority in the District will also have the first option of return to their original position(s) should any of the positions open within one (1) year.
- c. When only one eligible transferee is recommended by the College President, the receiving college must accept that transferee. When more than one transferee is recommended, the receiving college may select from those recommended. Unresolved recommendations will be mediated by the Chancellor or his/her designee, in consultation with the involved college Faculty President(s), chairperson(s) and President(s) of the College(s). After consultation, if the issue remains unresolved by the above parties, the Vice Chancellor for Employee Relations will make the final determination.
- d. If a college remains overstaffed after the preceding steps have been taken, appointive faculty members shall be assigned teaching/ service load hours in an area of competency in the Continuing Education program at any college, with preference given to the resident college of the member.
- e. When no assignments are available in an appointive faculty member's teaching/service area in the Continuing Education program, the Dean of Instruction will communicate the College Staffing Committee's recommendation to the President of the College. The faculty member(s) affected will be transferred to any vacancy that exists for which the member(s) may have a teaching/service minor. Under this condition, the member(s) will be given a reasonable time to expand the teaching/service minor to a major.
- f. After the above conditions have been met, one or more of the following actions may be utilized to retain educationally qualified members.
 - (1) The teaching/service load may be distributed among two (2) or more colleges which have course/service openings, day or evening, to maintain a full load.
 - (2) Upon recommendation of the President of the College, a reduction of teaching/service

load with a proportional contract and retention of proportional benefits may be offered before contracts are offered to non-residential faculty. The remaining portion of the cost of benefits may be assumed by the member.

- g. If no vacancies occur under any of the above conditions, the Chancellor will review the Staffing Committee's recommendations (See R.5.), and make recommendation(s) for transfer, retention, or layoff to the Governing Board.
- h. A member, laid off, shall have the option of reinstatement for two (2) years and shall be reinstated in inverse order of being laid off, provided he/she is qualified to perform the assignment for which he/she is being recalled and is recommended for reinstatement by the Chancellor.

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT ARTICLE IV COMPENSATION

A. Salary Schedule

All Residential Faculty members shall be paid according to the salary schedules in Appendix E.

B. Salary Placement

Placement of full-time instructional member(s) on the salary schedule will be determined by the Personnel Office in compliance with Section C below.

C. Credit for Prior Experience

On the schedule, a Master's degree is required for placement on Step O. Occupational placement requires a Bachelor's degree and three (3) years of occupational experience or five (5) years of occupational experience as a minimum for placement on Step O. Credit will be given at the rate of one (1) step on the salary schedule for each year of acceptable experience up to three (3) years. Credit for experience beyond three (3) years will be at the rate of one (1) step for each two (2) years of acceptable experience. Any fractional parts will not be counted. The maximum credit allowable for prior experience may not exceed a total of six (6) steps on the salary schedule.

D. Horizontal Movement on the Salary Schedule

1. All Residential Faculty members move horizontally on the salary schedule for each credit hour beyond the minimum entering requirement up to a maximum of seventy-five (75) semester hours unless the member has earned the doctoral degree.
2. To receive credit, non-degree members must (a) file a course of study leading to an Associate in Arts degree, or (b) file a listing of technical and general education courses accepted by the department/division chairperson, Dean of Instruction, the College President, and the Professional Growth Committee.
3. If the administration requires additional study by the non-degree faculty member, the salary will be adjusted accordingly.

**MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT
ARTICLE V
EMPLOYMENT CONDITIONS**

4. Residential Faculty members will be granted additional increments to their base salary for acceptable credit, including the doctoral degree, as indicated on the salary schedule. (See Appendix E)

E. Vertical Movement on the Salary Schedule

1. Residential Faculty member may be advanced vertically through the steps of the salary schedule at the rate of one (1) step per year of service in the performance of assigned duties.
2. Increment and/or Salary Increase Withholding
Upon recommendation of the College President, the Chancellor of the District may withhold the recommendation for vertical advancement or salary increases for any of the following reasons:
 - a. Lack of sufficient success in the classroom; or
 - b. Giving insufficient time and effort to duties assigned or failure to perform a reasonable amount of extracurricular activities; or
 - c. Lack of adherence to the adopted policies of the District.

Notification must be made prior to April 15.

3. Any faculty member deprived of an increment or salary increase may appeal no later than April 20th to a Review Committee. The committee will be composed of the Vice Chancellor for Employee Relations, the President of the college, and two (2) members from the faculty appointed by the local college faculty president. If a college does not have a faculty president, the college President will convene the faculty to elect the faculty representatives. The committee will review the evidence and forward a recommendation to the Chancellor. The Chancellor will review the evidence, consider the advice of the committee and render a final decision no later than May 15th.

F. Restrictions and Exceptions to Advancement

1. A Residential Faculty member who has worked in the District more than one (1) semester of the school year shall be advanced one (1) vertical step on the schedule. If employment has been for one (1) semester or less, the faculty member will remain on the same step of the schedule for the following year.
2. Twenty-four (24) semester hours of approved study are required to progress to Step 13.
3. The maximum vertical progression for non-degree faculty members is Step 9, unless a prescribed plan of educational/professional development is completed.

G. Other Paid Duties and Benefits

All other paid duties, rates of pay, as well as, other benefits, for Residential Faculty shall be in the Appendices (A, B, C, D, E) of this Residential Faculty Policy manual.

H. Employment for Less than Contract Year

For members working less than the regular contract year, pay shall be prorated on the basis of the number of days actually worked.

I. Employment of Retired Faculty

(See Appendix C, Section F.)

J. Professional Growth Activities

Professional Growth activities are administered in compliance with Appendix A.

A. Calendar

1. Contract Year

The regular contract year for Residential Faculty shall consist of 196 contract days of which 170 shall be days of accountability. (Mid-August through mid-May)

Prorated Faculty contracts of a duration greater than 196 days, after consultation with the chairperson of the involved discipline/service area may be offered by the President of each college.

2. Paid Holidays and Recesses

The following days shall be contract days on which no work will be required, but regular pay will continue: Independence Day, Labor Day, Veteran's Day, Thanksgiving Recess, Christmas Recess, President's Day, Spring Recess [five (5) working days], and Memorial Day.

a. The foregoing will be paid days only if they fall within any member's contractual period.

b. If the chairperson of the affected discipline/service area and the President of the College determine that faculty members should work an identified paid holiday or recess, compensatory (hour(s), day(s) equal to the time worked shall be granted.

3. In-Service and Orientation Days

The regular contract year shall include a minimum of one (1) day each semester which will be used by the individual member in preparation for the opening of each semester.

B. Residential Instructional Staff Positions

1. Residential instructional staff authorized positions at any college are based upon full-time day student equivalents (FTSE), averaged from the 45th day count of the preceding Fall and Spring terms, converted to full-time teacher equivalents (FTTE) on the basis of a fifteen (15.0) credit load. FTTE--student ratios are adjusted on the basis of a 27:1 ratio for academic courses, 20:1 for occupational courses, and 10:1 for health related courses. Average load shall be determined by staffing ratio area.

2. The college, during the hours covered by this manual, shall be staffed at 90% of the projected enrollment with Residential Faculty. However, for the purpose of department/division growth, flexibility, and unusual staffing requirements, any college may utilize additional qualified non-residential personnel. The requests of department/division chairpersons will be given consideration prior to staffing approval by the College President. The College Staffing Committee will be informed.

3. If the teaching load within any department/division by non-residential personnel equals one (1) or more full-time teacher equivalents (FTTE) for two (2) continuing semesters, the college shall make every effort to bring about the hire of full-time Residential Faculty members.

4. If FTSE, adjusted by academic, occupational, and health ratios, based on an averaged 45 day count of

their leave according to plan, they shall submit a statement indicating this to the Vice Chancellor for Educational Development, the College President, and the Professional Growth Committee no later than thirty (30) days after the beginning of each semester and summer. Sabbatical salaries will be suspended if this requirement is not fulfilled.

8. Return from Sabbatical

- a. Each faculty member returning from leave shall file, within sixty days, a written report with the Professional Growth Committee, the Vice Chancellor for Educational Development and the College President. It is suggested that the report be planned in consultation with the administration before the leave is taken. An official transcript will serve in lieu of a written report for full-time study programs.
- b. The recipient will be required to sign a note for the sabbatical salary which shall be forgiven at the rate of one (1) semester for each two (2) semesters of contract fulfilled. A summer sabbatical will be considered a one (1) semester sabbatical for this obligation. If the recipient is unable to fulfill the terms of the note due to death or disability, the Governing Board shall declare the note void.

D. Professional Unpaid Leaves

1. Purpose of Leave

Professional Unpaid Leaves not to exceed two consecutive semesters may be granted to appointive members of the faculty for intellectual stimulation normally to be attained by study, research, travel, suitable work experience, or other creative activity. The purpose of the Professional Unpaid Leave is to upgrade the educational program of the college by improving faculty competency.

2. Administration of Professional Unpaid Leave Policy

The Professional Growth Committee shall administer the Professional Unpaid Leave Policy.

3. Application Procedures

The application shall be returned to the Dean of Instruction for forwarding to the Professional Growth Committee no later than January 15 and shall include:

- a. A statement of objectives of the proposed leave;
- b. A statement relating the proposed leave to assigned duties;
- c. A letter from the department chairperson;
- d. A letter from the Dean of Instruction;
- e. (If work related) a letter stating duties and responsibilities.

The Professional Growth Committee may request additional written or oral explanations of proposals.

4. Recommendation Procedures

- a. The Professional Growth Committee shall present its list of recommendations to the Chancellor before February 1.
- b. Professional Unpaid Leave recommendations of the Professional Growth Committee shall be presented by the Chancellor with his/her recommendations to the Governing Board by March 15.

- c. Applicants will be notified by the Vice Chancellor for Employee Relations following Governing Board action.

5. Criteria for Professional Unpaid Leave

Criteria for Professional Unpaid Leave selection will include, but will not be limited to the following: (The order of listing does not indicate a priority)

- a. Service to the District;
- b. Completion of advanced degrees;
- c. Completing resident requirement for an advanced degree;
- d. Research and publication;
- e. Curriculum and materials development;
- f. Planned and approved travel related to the subject field;
- g. Practical training or job experience in a subject related field;
- h. Updating of knowledge in subject field.

6. Policy

- a. Any change in a Professional Unpaid Leave Proposal must be formally approved by the Board or its delegate.
- b. In case of alleged failure to follow the Professional Unpaid Leave Proposal, the Chancellor may appoint a fact-finding committee to study the case. The committee will include a college president, the college faculty president and the chairperson of the Professional Growth Committee. The committee will submit a finding of fact to the Chancellor who will determine appropriate action. If the college does not have a faculty president the College President will convene the faculty to elect the faculty representative.

7. Performance Reports

- a. To insure that the members on Professional Unpaid Leave have begun their leave according to plan, they shall submit a statement indicating this to the Vice Chancellor for Educational Development and the Professional Growth Committee no later than thirty (30) days after the beginning of each semester.
- b. Within sixty days after returning, a final report stating benefits and professional growth acquired shall be sent to the Professional Growth Committee, the Vice Chancellor for Educational Development and the College President.
- c. Failure to meet requirements as stated in D.6.a. and D.7.a.& b. shall cause the Professional Unpaid Leave to revert to the classification of Personal Unpaid Leave.
- d. Faculty members unable to complete their Professional Unpaid Leave Programs because of accident or illness, shall be allowed to modify the programs and shall continue to receive contract benefits, provided they have furnished satisfactory notification and evidence of the situation to the Professional Growth Committee. Their contract

benefits will be governed by the benefit and disability provisions of the Residential Faculty Policy manual.

E. Professional Growth Projects

1. Residential members are eligible to apply for professional growth funds to:
 - a. Participate in programs, projects, or experiences which will increase knowledge, skills, or attitudes enhancing one's role at the college.
 - b. Develop projects or programs for one or more faculty to improve knowledge, skills, or attitudes in a particular area.

F. Professional Growth Travel and Expenses

The Governing Board will allocate to the Professional Growth committee a sum for travel and expenses to attend professional activities. The expenditures of such funds shall be administered by the College Travel Committee in compliance with Professional Growth policies.

G. Denial of Professional Growth

Denial of sabbatical leave, professional unpaid leave, or professional growth travel by the Professional Growth Committee is not grievable under the Residential Faculty Policy manual as outlined in Article VI, Section C, Grievance Procedure.

H. Budget	1982-83	1983-84	1984-85
1. Travel	\$ 60,000	\$ 60,000	\$
2. Projects	59,000	59,000	
3. Sabbaticals	220,000	230,000	245,000

**MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT
APPENDIX B
BENEFITS**

A. Tax Sheltered Annuities

The Governing Board has authorized the participation of members in tax sheltered annuity programs, from those companies approved by the Insurance Committee and in accord with legal requirements.

B. Tuition Waiver

Fees and/or tuition for all classes, including special interest, will be waived for any Residential faculty member.

C. Travel Expenses

A Residential Faculty member traveling on prior approved college business shall be reimbursed for expenses, as stated in current travel procedures.

D. Employee Benefit Program

1. The District offers a comprehensive employee benefit program under the Flexible Benefit Program. The District will in 1982-83 contribute 1,235 benefit credits for faculty at the top of the salary schedule and 1,175 benefit credits for all other faculty. In addition, the District under the core program will pay the premiums for employee long-term disability insurance and \$5,000 of term life insurance.

Upon Board approval in 1983-84, the District will contribute 1,482 benefit credits for faculty at the top of the salary schedule and 1,410 benefit credits for all other faculty.

The benefit credits are assured to provide at least the same level of benefits as in 1981-82.

The Flexible Benefit Program will apply to retired part-time faculty as provided in the Early Retirement Program.

Should an employee become disabled and upon the exhaustion of sick leave, Flexible Benefit credits provided by the District and selected by the employee will be paid by the District according to the following schedule:

YEARS OF SERVICE	PREMIUM PAYMENT PERIOD
0- 2 years, inclusive	3 mos.
3- 5 years, inclusive	6 mos.
6-15 years, inclusive	12 mos.

- b. The Flexible Benefit Coverage provided by the District for faculty members in the course of their employment will also be provided in the same manner for those faculty members while on sabbatical or other paid leaves of absence.

- c. Those faculty members on leave without pay, will have the right to continue their coverages under the Flex Benefit Program by payment of the premiums prevailing at the time of such leave.

2. Insurance

a. Hospitalization/Major Medical

The faculty member may purchase hospitalization/major medical insurance according to the Flex Benefit Program.

b. Income Disability Coverage

According to the core program of the Flexible Benefit Program the District will provide the member with long-term disability insurance equal to 66-2/3% of the faculty member's base contract salary. The waiting period shall be ninety (90) calendar days or exhaustion of all sick leave, whichever comes last.

c. Term Life Insurance

According to the core program of the Flexible Benefit Program the District will provide basic life insurance coverage of \$5,000. The faculty member may purchase additional life insurance according to the Flex Benefit Program.

E. Flexible Benefit Committee

There shall be member representation on the Flexible Benefit Committee.

F. State Retirement and Social Security

1. Faculty are members of the Arizona State Employees Retirement System and the Federal Old Age and Survivors Insurance Program.
2. An appointive member wishing to accept early retirement and participate in the Early Retirement Program may continue on a part-time basis. The extent of part-time employment within the District shall be limited by

forty (40) students in Mathematics classes, and fifty-five (55) students in all other classes shall constitute a base unit. If enrollment in any given course would otherwise overload an instructor, a new section, with a residual instructor shall be created. Compensation for the first base unit of a class will be computed using the Evening rate and the following formula:

- Radio Instruction (live or initial) - One (1.0) load hour/credit hour
- Radio Instruction (residual) - One-half (0.5) load hour/credit hour
- TV Instruction (live or initial) - Two (2.0) load hours/credit hours
- TV Instruction (residual) - One-half (0.5) load hour/credit hour

For each base unit exceeding the first, with any fractional portion prorated, additional compensation shall be computed by the formula:

Radio and TV instruction (live or residual) one-third (0.33) load hour/credit hour.

L. Course Managers

Faculty members who supervise radio, television, or newspaper courses or sections in which they were not responsible for the course work development, will be paid at the residual rate as follows:

One-half (0.5) load hour for each instructor supervised.

M. Athletic Stipends

Residential faculty serving as athletic coaches, directors and trainers will receive stipends and released time according to the following schedule:

- *Head Coach = (H)
- *Assistant Coach = (A)

	Stipend	Released Time
Athletic Director	(A)* \$1,100	
Archery	(H)* 2,500	1.5 hours
Baseball	(H)* 3,400	3.0 hours
Baseball	(A)* 2,100	
Basketball, Women	(H)* 3,300	3.0 hours
Basketball, Women	(A)* 2,000	1.5 hours
Basketball, Men	(H)* 3,300	3.0 hours
Basketball, Men	(A)* 2,000	1.5 hours
Cross Country	(H)* 2,100	1.5 hours
Football	(H)* 4,100	4.5 hours
Football	(A)* 2,500	1.5 hours
Golf	(H)* 2,300	1.5 hours
Gymnastics	(H)* 2,200	3.0 hours
Gymnastics	(A)* 1,300	1.5 hours
Softball	(H)* 3,400	3.0 hours
Softball	(A)* 2,100	1.5 hours
Tennis	(H)* 2,300	1.5 hours
Track	(H)* 2,900	3.0 hours
Track	(A)* 1,800	1.5 hours
Volleyball	(H)* 2,800	3.0 hours
Volleyball	(A)* 1,600	1.5 hours
Wrestling	(H)* 3,300	3.0 hours
Wrestling	(A)* 2,000	1.5 hours
Trainer-Football		700
Trainer-Basketball/Wrestling		700
Trainer-Baseball/Track/Other		700
Trainer-Women Fall Semester		700
Trainer-Women Spring Semester		700

N. Athletic Director

Pay is determined at the rate of ten percent (10%) of base salary, plus an additional one percent (1%) of the base for each sport in the program. In addition, each Athletic Director will receive an extended contract for two (2) weeks; before each school year and two (2) weeks after. Reduced load will be granted to a maximum of six (6.0) load hours per year for Athletic Directors. Duties and responsibilities for administrative load of Athletic Directors will be found in Administrative Policy manual.

**MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT
APPENDIX D**

DEPARTMENT/DIVISION CHAIRPERSONS

A. Selection

Department/division chairperson(s) shall be selected from the membership of the department/division, as prescribed by the local college plan, which has been developed in consultation with the college Residential Faculty. Should department/division chairperson(s) be full-time administrators at any college, those chairperson(s) will not be covered by the Residential Faculty Policy manual.

B. Load Reduction and Clerical Support

The teaching load reduction for department/division chairpersons will be determined by the number of FTTE in each department/division, adjusted as of the 45th day. The number of FTTE in the department/division will be determined by dividing the total teaching load in the department/division by 15 and rounding to the nearest whole number. Clerical support will be assigned for assistance to department/division chairpersons. Clerical support and administrative load reduction will be assigned as follows:

DEPARTMENT/DIVISION CHAIRPERSON		
DEPARTMENT FTTE	ADMINISTRATIVE LOAD REDUCTION	CLERICAL SUPPORT
3 - 8	0	1/4
9 - 16	6.0	1/2
17 & Above	9.0	1

The above administrative load may be supplemented by the College President.

C. Department/Division Chairperson's Pay

Pay is determined at the rate of 10 percent (10%) of the base salary, plus an additional one percent (1%) of the base for each residential member of the department including the chairperson and one-half percent (1/2%) of the base for each visiting staff member.

**APPENDIX E
SALARY SCHEDULES**

The attached schedules reflect the agreement reached for the 1982-83 and 1983-84 academic years. It is understood that the 1983-84 schedule will need to be ratified by the Board during the spring of 1983.

1982-83 SALARY SCHEDULE

*Base \$16,671

Horizontal Increment 0.3% of Base = \$50.01 per Credit Hour

Vertical Increment 7% of Base = \$1,167

Step	MA	+12	+20	+24	+36	+40	+48	+60	+75	Doctor
0	16,671	17,271	17,671	17,871	18,471	18,671	19,071	19,672	20,422	21,172
1	17,838	18,438	18,838	19,038	19,638	19,838	20,238	20,839	21,589	22,239
2	19,005	19,605	20,005	20,205	20,805	21,005	21,405	22,006	22,756	23,506
3	20,172	20,772	21,172	21,372	21,972	22,172	22,572	23,173	23,923	24,673
4	21,339	21,939	22,339	22,539	23,139	23,339	23,739	24,340	25,090	25,840
5	22,506	23,106	23,506	23,706	24,306	24,506	24,906	25,507	26,257	27,007
6	23,673	24,273	24,673	24,873	25,473	25,673	26,073	26,674	27,424	28,174
7	24,840	25,440	25,840	26,040	26,640	26,840	27,240	27,841	28,591	29,341
8	26,007	26,607	27,007	27,207	27,807	28,007	28,407	29,008	29,758	30,508
9	27,174	27,774	28,174	28,374	28,974	29,174	29,574	30,175	30,925	31,675
10	28,341	28,941	29,341	29,541	30,141	30,341	30,741	31,342	32,092	32,842
11	29,508	30,108	30,508	30,708	31,308	31,508	31,908	32,509	33,259	34,009
12	30,675	31,275	31,675	31,875	32,475	32,675	33,075	33,676	34,426	35,176
13				33,042	33,642	33,842	34,242	34,843	35,593	36,343

* (1981-82 Base) (8% increase) = 15,436 x 1.08 = \$16,671

1983-84 SALARY SCHEDULE

*Base \$17,838

Horizontal Increment 0.3% of Base = \$53.51 per Credit Hour

Vertical Increment 7% of Base = \$1,249

Step	MA	+12	+20	+24	+36	+40	+48	+60	+75	Doctor
0	17,838	18,480	18,908	19,122	19,764	19,978	20,406	21,049	21,851	22,654
1	19,087	19,729	20,157	20,371	21,013	21,227	21,655	22,298	23,100	23,903
2	20,336	20,978	21,406	21,620	22,262	22,476	22,904	23,547	24,349	25,152
3	21,585	22,227	22,655	22,869	23,511	23,725	24,153	24,796	25,598	26,401
4	22,834	23,476	23,904	24,118	24,760	24,974	25,402	26,045	26,847	27,650
5	24,083	24,725	25,153	25,367	26,009	26,223	26,651	27,294	28,096	28,899
6	25,332	25,974	26,402	26,616	27,258	27,472	27,900	28,543	29,345	30,148
7	26,581	27,223	27,651	27,865	28,507	28,721	29,149	29,792	30,594	31,397
8	27,830	28,472	28,900	29,114	29,756	29,970	30,398	31,041	31,843	32,646
9	29,079	29,721	30,149	30,363	31,005	31,219	31,647	32,290	33,092	33,895
10	30,328	30,970	31,398	31,612	32,254	32,468	32,896	33,539	34,341	35,144
11	31,577	32,219	32,647	32,861	33,503	33,717	34,145	34,788	35,590	36,393
12	32,826	33,468	33,896	34,110	34,752	34,966	35,394	36,037	36,839	37,642
13				35,359	36,001	36,215	36,643	37,286	38,088	38,891

* (1982-83 Base) (7% Increase) = 16,671 x 1.07 = \$17,838