**Maricopa County Community College District**

# Policies

## Residential Faculty
## 1999-2000

Published by the Maricopa County
Community College District,
Employee Services
Department

The Maricopa County Community College District does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, handicap/disability, age of Vietnam era/disabled veteran status in employment or in the application, admissions, participation, access and treatment of persons in instructional programs and activities.

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# 1. POLICY STATEMENT AND DEFINITIONS

## 1.1. Policy Statement

### 1.1.1.

The Chancellor of the 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 (including assignment) of the Maricopa County Community College District except as otherwise provided in this policy.

### 1.1.2.

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.

### 1.1.3.

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.

### 1.1.4.

For this reason, this policy statement is adopted by the Governing Board of Maricopa County Community College District (MCCCD) and the Faculty Association, which is the nonexclusive representative of the MCCCD Residential Faculty. It is understood that this policy manual is applicable to residential faculty who are not members of the Faculty Association.

### 1.1.5.

The Governing Board and its designees shall not discriminate against faculty members because of their membership and/or participation in the Faculty Association or any other recognized organization.

## 1.2. Definitions

### 1.2.1. College Faculty Senate Presidents.

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

### 1.2.2. College Staffing Advisory Committee.

#### 1.2.2.1.

The College Staffing Advisory Committee consists of the appropriate instructional administrator and at least four (4) faculty members appointed by the College Faculty Senate president. The instructional administrator will be a nonvoting member of this committee.

#### 1.2.2.2.

The College Staffing Advisory Committee will consult with Department/ Division Chairpersons and other appropriate personnel in order to make recommendations on the staffing of residential faculty positions. The committee's recommendations will be delivered to the College President.

**1.2.3. 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 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 faculty shall meet their hours of accountability within the parameters as stated above unless initially hired under different circumstances or amended by mutual consent.

**1.2.4. Department/Division Chairperson.**

A Department/Division Chairperson is a faculty member as defined in the Residential Faculty policy manual with certain administrative functions as assigned by appropriate college personnel. (See Appendix D.)

**1.2.5. Faculty Governance**

**1.2.5.1.**

Faculty governance is a process determined by the Residential Faculty. It is understood that Residential Faculty has responsibility for such areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process.

**1.2.5.2.**

If a college chooses not to participate in a governance system, the College President may make necessary committee appointments to carry out the educational objectives of the College and District. Should this occur, the College President will be cognizant of the governance standards at other colleges.

**1.2.6. Grievance**

**1.2.6.1.**

A "grievance" is an alleged misapplication, misinterpretation, or violation of a specific provision(s) of this policy that adversely affects the grievant.

**1.2.6.2.**

The outcomes of the following items are not grievable:

**1.2.6.2.1.** Section 3.13.

**1.2.6.2.2.** Retrenchment—section 3.16.

**1.2.6.2.3.** Increment/Salary Withholding—section 4.6.

**1.2.6.2.4.** Professional Growth—Appendix A.

**1.2.6.3.** Grievant.

An individual or a group of individuals that makes the claim.

**1.2.6.4.** Party in Interest.

A party in interest is an individual or a group of individuals 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.

**1.2.7. Meet and Confer Process.**

The Meet and Confer Process is a process of deliberation between the Governing Board and Faculty Association, including residential faculty who are not members of the Faculty Association, for the purpose of articulating agreement regarding change with respect to responsibilities, wages, governance, benefits, and all other terms and conditions of Residential Faculty employment.

**1.2.8. Professional Growth Committee.**

The Professional Growth Committee is a Governing Board approved District committee consisting of the Vice Chancellor for Student and Educational Development and the Dean of Instruction or designee and two (2) faculty representatives from each college. The faculty representatives will be appointed by the College Faculty Senate Presidents from each college. The District Faculty Association President, or designee, will serve ex officio and be a nonvoting member.

**1.2.9. Professional Growth Review Committee.**

The Professional Growth Review Committee shall consist of the District Faculty Association Executive Committee and the Vice Chancellor for Student and Educational Development.

**1.2.10. Residential faculty.**

Residential faculty are faculty members who are probationary or appointive faculty. (Hereinafter called "members.")

**1.2.10.1.** Appointive Status.

Appointive status is attained by a faculty member at the beginning of his/her sixth consecutive year calculated from the date of the first contract. (Hereinafter called appointive members.)

**1.2.10.2.** Probationary Status.

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

**1.2.10.3.**

In order to earn credit toward appointive status, a probationary faculty member must meet the following two conditions:

1. Be evaluated each calendar/academic year according to the procedures in 3.4. of the RFP.
2. Not accumulate unpaid absences in excess of 20% of his/her accountability days per semester.

If these aforementioned conditions are not met, the probationary period will be extended an additional semester for each deficient semester.

**1.2.11. 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 section 2.1.)

**1.2.12. Seniority.**

Seniority shall be based on continuing residential employment, and shall date from the time of first paid service as a residential faculty member. When seniority status must be determined for two or more faculty who have the same date of first paid service as a residential faculty member, seniority will be determined by the earliest date of appointment by the Governing Board.

**1.2.13. Teaching/Service Minor.**

Certification is the basic requirement for faculty members to teach in a second area.

**1.2.14. Occupational Program Coordinator.**

Residential Faculty members who serve in the capacity of Occupational Program Coordinator shall, while exercising the responsibilities of that position, have responsibilities which may include any or all of the following: responsibility for occupational program including organization, administration, periodic review, continuing development, and general quality/effectiveness. The primary focus of this position rests with the specific program management rather than issues of general institutional management.

**1.2.15. Educational institutions.**

For the purposes of implementing this policy, the terms "college," "community college center," or any other term indicating an institution as an educational institution, will be regarded as being identical in meaning. Unless otherwise specified herein, the provisions of this policy will be applied fully at all such institutions within the MCCCD. (Exception section 5.2.)

**1.2.16. Instructional Councils.**

Instructional councils are discipline/service area committees formed to improve communications and coordination among and between faculty working in common instructional /service areas. Membership in the Faculty Instructional Councils will be designated by the department/division chair at each campus in collaboration with the residential faculty in the appropriate discipline. The Department/Division Chairs will report the recommendations to their college's Faculty Senate President. Policies governing instructional councils are found in the current "Instructional Council Guidelines." Issues involving instructional councils are subject to resolution of controversy.

**1.2.17. Common Policies Committee.**

The Common Policies Committee is a Governing Board approved District committee consisting of the official representative of each employee group.

**1.2.18. District Faculty Association President.**

The District Faculty Association President is the elected representative of residential faculty throughout the Maricopa County Community College District.

## 2. RESIDENTIAL FACULTY RIGHTS

### 2.1. Information

Upon written request, the Governing Board, through the Office of the Vice Chancellor Quality and Employee Development, agrees to provide to the elected representatives of the residential faculty information that is relevant for the Meet and Confer process and/or the implementation of the Residential Faculty Policy Manual. It is understood that the Board will make a good-faith effort to honor faculty requests for information.

**2.2. Time for Meetings**

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

**2.3. 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.

**2.4. 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 word processors, computers, duplicating and media equipment, and other apparatus and material, provided such equipment is not otherwise in use. The Board will make supplies available at its cost for faculty purposes.

**2.5. Office Space**

**2.5.1.**

Office space will be provided for the Residential Faculty at the colleges.

**2.5.2.**

The District Faculty Association President will be provided with office space either at the District Support Services Center or at a college mutually agreed upon by both parties.

**2.6. Mail**

**2.6.1.**

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

**2.6.2.**

In order to encourage communication, auditoria and bulletin boards shall be made available for faculty news and activities.

**2.7. Participation in Educational Policy Making**

**2.7.1.**

Effective means of two-way communication between individual faculty members and the administration shall exist for the promotion of professional practices.

**2.7.2.**

Policy and administrative regulations affecting the faculty shall be discussed, before implementation, with the Residential Faculty at the appropriate level.

**2.7.3.**

Policy-recommending committees that plan, propose, or recommend any action that will influence decisions regarding the educational program of the District shall be a part of the administrative structure at each college and a part of the District administrative structure. Such policy recommending committees shall include representatives of the residential faculty.

## 2.8. Board Meetings

### 2.8.1.

The District Faculty Association President shall be accorded sufficient time at all regular Governing Board meetings to present faculty views.

### 2.8.2.

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

## 2.9. Personnel Policy Revision and Interpretation

### 2.9.1.

Contested interpretation of existing policy (excluding alleged grievances against violations of this policy) shall be forwarded in writing by the District Faculty Association President to the Vice Chancellor Quality and Employee Development as well as any other applicable Vice Chancellor involved.

### 2.9.2.

The Vice Chancellor Quality and Employee Development shall consult with the District Faculty Association President at least once every semester to discuss contested interpretations (if any) of existing policy. Other Vice Chancellors shall also be notified as appropriate. The parties shall agree on one of the following:

#### 2.9.2.1.

The item is not of utmost urgency and shall be deferred to be handled during the next Meet and Confer process.

#### 2.9.2.2.

The parties reach agreement on interpretation and (a) reduce the agreement to writing for signature by both parties; (b) forward the written agreement to the Chancellor with the recommendation that it be placed on the next Board agenda for consideration.

#### 2.9.2.3.

If the item is of utmost urgency and agreement cannot be reached, both parties will submit, within fourteen (14) days of initial consultations, their position statements to the Chancellor. The Chancellor will review the positions of the parties and prepare a recommendation for the Governing Board. In addition to the Chancellor's statement, position statements from the parties will also be submitted to the Governing Board for their consideration and action.

## 2.10. Budget-Formulation Participation

### 2.10.1.

The District Faculty Association and the Residential Faculty shall receive reasonable notice of District budget-formulation meetings. Representatives of the District Faculty Association will participate in the District budget-development process through their membership in the Chancellor's Financial Advisory Council (CFAC). Preliminary college budgets will be developed with the participation of the respective College Faculty Senate Presidents or designees prior to their college's budget submission to CFAC. The College Faculty Senate President or designee may submit to the College President recommendations on budget appropriations for programs and priorities before the college budget is finalized. Any subsequent changes will be brought to the attention of the College Faculty Senate Presidents before submission to CFAC.

### 2.10.2.

The District Faculty Association President and the College Faculty Senate Presidents shall have access, through their faculty representatives on CFAC, to all budget-development materials made available to CFAC members. The District Faculty Association President shall be provided, upon request, supporting materials related directly to issues brought before CFAC if such materials presently exist.

## 2.11. Recruitment and Selection of Residential Faculty/Faculty Screening of Administrative Personnel

### 2.11.1.

The District Faculty Association President shall receive printed or electronic notice of Residential Faculty and Management/Administrative/Technological Personnel posted vacancies. Residential Faculty shall be advised, via electronic mail, of all faculty transfer opportunities.

### 2.11.2.

At the direction of appropriate college personnel and with the concurrence and assistance of the Employee Services Department, individual colleges will establish screening/selection processes to fill faculty vacancies. Their processes will include the active participation of the appropriate members of the Residential Faculty and/or other college locations. College screening/selection committees will forward a written, unranked list of at least two (2), preferably three (3) to five (5), candidates to the College President for his/her consideration. At the written request of the College President, the college screening committee will forward a written, ranked list. (In the event the screening/selection committee finds there are not at least two [2] qualified candidates to forward to the College President, the committee may ask the College President to consider reopening or extending the search process.)

### 2.11.3.

Faculty participation on screening committees shall be utilized in the screening of new college and District administrative personnel.

#### 2.11.3.1.

The College Senate Faculty President will recommend faculty to serve on screening committees for college administrative personnel.

#### 2.11.3.2.

The District Faculty Executive Council will recommend faculty to serve on screening committees for District administrative personnel.

**2.11.4.**

All new faculty must meet state certification requirements and any additional standards as recommended by the relevant instructional council, approved by the Governing Board, and on file in the Human Resources Division.

**2.11.5. MAT Member Reassigned to Faculty**

**2.11.5.1.**

A MAT member who has not previously held appointive faculty status and is being reassigned to faculty must be certified in the discipline to which he/she is reassigned, must meet hiring requirements that are currently in effect, and must serve the full probationary period. If the person began his/her employment as a faculty member prior to reassignment as a MAT member, he/she would meet the current hiring requirements if the reassignment to faculty is in the same faculty position that the MAT member previously held. The reassignment must be approved by the College President, who will consult with the appropriate Dean and Division/Department Chairperson, and the College Faculty Senate President. The Division/Department Chairperson will informally consult members of that Division/Department.

**2.11.5.2.**

Such MAT member shall be given credit toward the probationary period for any prior years with the District as a Residential Faculty member.

**2.11.6. One-year-only contracts**

**2.11.6.1.**

After three (3) consecutive one-year-only contracts for the same assignment at the same college have been completed, and if the position is to be continued, the District will recognize a need for a Residential Faculty position and will fill said position adhering to current hiring policy. Exceptions to this are positions for sabbatical replacement, leaves of absence, or temporary reassignments. If the person hired is the same person who previously held one-year-only contracts, the District will count the previous contracts toward the probationary period, advancement on the salary schedule, and sabbatical eligibility and seniority. The seniority provision becomes effective for faculty hired after July 1, 2000.

**2.11.6.2.**

After one or more one-year-only contracts in the same discipline/department anywhere in the District have been completed, and if the District recognizes a need for a Residential Faculty for the same position, and if the District fills said position adhering to current hiring policies, and if the person hired is the same person who previously held one-year-only contract(s), then the District will count the previous contract(s) toward the probationary period, advancement on the salary schedule, and sabbatical eligibility and seniority. The seniority provision becomes effective for faculty hired after July 1, 2000.

### 2.12. Faculty Load Reductions

#### 2.12.1.

Faculty members shall be granted, per year, load hours to prepare and participate in College and District educational policy making per section 2.7. 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
5–10 faculty..... 3 hours
11–50 faculty..... 6 hours
51–125 faculty..... 9 hours
126-199 faculty ..... 12 hours
200 or more faculty..... 15 hours

#### 2.12.2.

The Chairperson of the Professional Growth Committee shall be selected, by the District Faculty Association Executive Committee, from among the members of the Professional Growth Committee. The Chairperson shall be awarded a reduction of 6.0 load hours per year. At the end of each academic year, the chairperson will issue a written report outlining accomplishments, problems, and recommendations to the College Presidents, District Faculty Association Executive Committee, the Residential Faculty, and to the Vice Chancellor for Student and Educational Development.

#### 2.12.3.

Additional load reductions may be granted by the Vice Chancellor Quality and Employee Development to Residential Faculty and the Faculty Association upon payment of all replacement costs to be computed in accordance with the provisions of section C.3.3.

### 2.13. Dues For Faculty Association

Residential faculty who elect to join the Faculty Association can have their membership dues deducted from their salaries on a regular basis provided that they sign an authorization form to that effect.

## 3. RIGHTS OF MEMBERS

### 3.1. Instructional Rights/Academic Freedom

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.

### 3.2. 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).

### 3.3. 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.

### 3.4. Faculty Evaluation Plan for Instructional Improvement

Inasmuch 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.

**3.4.1.** The objectives of the evaluation program are as follows:

**3.4.1.1.**

To improve teaching performance.

**3.4.1.2.**

To advise the faculty members regularly and specifically of their strengths and weaknesses, progress, and overall status.

**3.4.2. Time Frame**

**3.4.2.1.**

The proposed FEP can begin at any time within the fiscal year but must be completed within six months of the start date. The college dean, through the appropriate department/division chair, will be responsible for notifying a faculty member to begin the FEP.

**3.4.2.2.**

Faculty must complete or review and update a plan every year while "probationary" and every third year (or more often if the faculty member desires) when "appointive."

**3.4.2.3.**

Each campus Faculty Senate will appoint a "Resource Person" who is familiar with the FEP to help facilitate the process. The campus Faculty/Staff Development Specialist is a suggested candidate for this position.

**3.4.3. Areas for Evaluation**

To complete an FEP, each faculty member must engage in a self-examination of two essential areas:

**3.4.3.1.** Teaching (or other primary duties).

For example, instructional or service delivery, content expertise, classroom or program management, instruction/program design.

**3.4.3.2.** Course or program development/revision.

For example, a review of syllabi, tests, and course or program content, including competencies and objectives.

**3.4.3.3.** Related Areas.

In addition to an assessment of these "Two Essential Areas," other "Related Areas" may also be selected by the faculty member to review, in order to bring into better focus their full professional involvement on campus or within the District. See the FEP for examples.

### 3.4.4. Participants

The team will consist of:

**3.4.4.1.**

The faculty member to be assessed will be the director of, and active participant in, the designing and implementation of their FEP plan. He/she will carry the major responsibility for gathering the information about and completing the plan to the best of the person's ability.

**3.4.4.2.**

A faculty peer (to be chosen by the faculty member) may be outside the faculty member's discipline, department, or college.

**3.4.4.3.**

A third person will be chosen from the following: Another professional colleague, department/division chair, college dean, faculty/staff development specialist, and advisory committee member or alumni.

**3.4.4.4.**

Students (or other services area recipients) will always provide input regarding teaching or service area performance via a customizable questionnaire or other appropriate measurement instrument. See FEP for details.

### 3.4.5. Verification of Compliance

At the conclusion of the process, the individual team members will review the documents submitted by the faculty member to indicate his/her performance and goals in the areas outlined in the FEP and discuss them with the faculty member. Then an "FEP Summary Endorsement Sheet" will be filed. It will be signed by the individual team members and also by the Department/Division Chair and College Dean, or Dean's designee, to verify the work and indicate compliance with the process.

**3.4.5.1.**

The FEP may be modified by a majority of votes cast by the residential faculty, providing any modifications do not violate the policies and procedures outlined in 3.4.

**3.4.6.**

(Starting with Residential Faculty hired for academic year 1998/99).

In addition to the Faculty Evaluation Plan and student evaluation process previously described, the appropriate Dean, or Dean's designee, in conjunction with the Department/Division Chair, will meet with the probationary instructional/service faculty during each semester of the first year and during the last four weeks of the second, third, and fourth years of employment in order to discuss the faculty member's progress in the areas of committee/division/college/district assignments, faculty development, and adherence to the college processes and procedures. The probationary faculty member will receive a jointly written follow up report from the Dean, or Dean's designee, and Chairperson by the end of that semester that summarizes the findings of the meeting. The report will indicate strengths, accomplishments, and areas of needed improvement, if any. Residential faculty hired between the academic years 1992/93 and 1997/98 inclusive, will adhere to the procedures outlined in this section (3.4.6., including subsections 3.4.6.1. and 3.4.6.2.). at the level equal of their probationary year. Evaluations of those faculty performed in academic years prior to academic year 1998/99 under then current evaluation language will satisfy the evaluation and meeting requirements in this section (3.4.6., including subsections 3.4.6.1. and 3.4.6.2.) for those previous corresponding probationary years.

**3.4.6.1.**

Classroom evaluations conducted by the Dean or Dean's designee and Department/Division Chairperson will be mandatory for the first two years of the probationary period. Classroom evaluations shall be conducted at that point in each course when approximately twenty-five percent (25%) to seventy-five percent (75%) of the instruction has been completed.

**3.4.6.2.**

The Dean and Department/Division Chair, in response to a signed complaint from a student, may initiate a classroom visitation in any year from the start of the third probationary year through to the end of the probationary period.

## 3.5. Administrative Evaluation

**3.5.1.**

The College President, or designee, in response to a written, signed complaint from a student, faculty member, or administrator, may initiate an administrative evaluation after advising the faculty member; and, at the option of the faculty member, will advise the College Faculty Senate President.

**3.5.2.**

The evaluation team for an administrative evaluation shall consist of the Dean of Instruction, a faculty member chosen by the evaluee, and a third faculty member appointed by the College President. The College President may ask that this third faculty member be appointed by the College Faculty Senate President. In no instance shall the Department/Division Chairperson of the evaluee serve on the evaluation team.

**3.5.3.**

Prior to the evaluation, the College President, in consultation with the evaluation team, will determine the nature and scope of the evaluation. The results of the evaluation will be discussed with the evaluee, the evaluation team, and, at the option of the evaluee, the College Faculty Senate President. A report that explains the evaluation results will be placed in the evaluee's official personnel file. The College President and the evaluee will receive a copy of this evaluation.

**3.5.4.**

The College President will have thirty (30) days from his/her receipt of the report to take any action deemed necessary based on the results of the evaluation.

### 3.6. Experimental Program Personnel

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

### 3.7. Legal Rights

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

### 3.8. 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 materials permitted by law will be included in the official file. Each file will have attached a record for notation of names, dates, and purposes of persons reviewing the files. Only authorized personnel will be permitted to view employee files. A member shall have the right to:

**3.8.1.**

Review the contents of his/her file(s) upon request, except letters of recommendation and College/University placement files which, when submitted, request confidentiality.

**3.8.2.**

Receive a copy of any documents contained therein, except as noted in paragraph 3.8.1. above.

**3.8.3.**

Be notified, in writing, when material (other than of routine office nature) is being added to the file(s).

**3.8.4.**

Request the inclusion of relevant documents to be added to the file(s). (Determination of relevancy is the responsibility of the Employee Services Department.)

**3.8.5.**

Request the removal of all inappropriate and/or obsolete documents from the files. (Determination will be made by the Employee Services Department.)

**3.8.6.**

File a written response to be included whenever negative or derogatory information is placed in the file(s).

### 3.9. Personnel Relations

**3.9.1.**

All members shall be accorded treatment by their supervisors in a manner befitting the professionalism of both parties. The Vice Chancellor Quality and Employee Development and the District Faculty Association President shall jointly determine if such professional rights have been violated. It is understood, however, that such a determination does not deny or diminish a member's right as described in other applicable sections of the RFP.

**3.9.2.**

No Residential Faculty member shall be disciplined, reprimanded, suspended, or reduced in assignment or compensation without just cause.

**3.9.3.**

When any Residential Faculty member is required by the College President to appear before the Chancellor, Governing Board, or any committee thereof, concerning any matters that could adversely affect employment, he/she shall be entitled to select a representative and/or to have legal counsel present to advise and/or represent him/her during such meetings or interviews.

### 3.10. Probationary Faculty-Nonrenewal

**3.10.1.**

While residential faculty are originally employed with the intention that they are continuing employees, the Chancellor (upon the advice of a College President) may recommend to the Governing Board that a probationary faculty member's contract not be renewed. The Chancellor or designee will deliver the notice of intent to recommend nonrenewal by delivering it personally to the member or by sending it by U.S. registered or certified mail directed to the member at his/her place of residence as recorded in the district records.

**3.10.2.**

The Chancellor's notice of intent to recommend nonrenewal must be delivered in accordance with the following dates:

**3.10.2.1.**

Not later than March 1 for members in their first academic year of service.

**3.10.2.2.**

Not later than January 10 for members in their second or subsequent academic years of probationary service.

**3.10.3.**

Within fourteen (14) days of the receipt of the Chancellor's note of intent to recommend nonrenewal, the member shall, upon request to the Chancellor, be orally advised of the reasons that contributed to the decision to recommend nonrenewal of employment. Such advisement shall be given by the appropriate College President within fourteen (14) days of receipt of the member's written request.

**3.10.4.**

Within fourteen (14) days of the College President's advisement of the reasons for nonrenewal, the Chancellor shall honor the member's written request to the Chancellor to confirm, in writing, the reasons given in advisement of nonrenewal. Such written confirmation shall be delivered to the member's place of residence via certified mail, registered mail, or personal service with fourteen (14) days of the Chancellor's receipt of the request.

**3.10.5.**

The process referenced here above shall be completed prior to any nonrenewal recommendation to the Governing Board, for action prior to April 30.

### 3.11. Suspension of a Faculty Member

**3.11.1.**

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. At the option of the faculty member, the District Faculty Association President will be notified of this action.

**3.11.2.**

The notice of suspension shall be in writing and be served upon the member, personally or by U.S. (registered or certified) mail, addressed to the faculty member at his/her place of residence as recorded in the District records.

**3.11.3.**

Any faculty member who has been suspended pursuant to this section will normally be paid his/her regular salary during the period of suspension. A suspension without pay will occur only upon advice of General Counsel. If payment is to be withheld, the Vice Chancellor Quality and Employee Development will first consult with and advise the member and, at the option of the faculty member, the District Faculty Association President regarding the rationale for that action.

### 3.12. Administrative Leaves of Absence

#### 3.12.1. Criminal Complaint

**3.12.1.1.**

If a faculty member is charged by criminal complaint, information, or indictment with any criminal offense, which would be cause for dismissal, the Chancellor or designee 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.

**3.12.1.2.**

Pay during this period will be based on the same consideration as in paragraph 3.11.3.

#### 3.12.2. Complaints—Other Than Criminal

**3.12.2.1.**

The Vice Chancellor Quality and Employee Development may, if it is appropriate, place a faculty member on paid administrative leave of absence. At the option of the faculty member, the District Faculty Association President will be advised.

**3.12.2.2.**

Pay during this period will be based on the same consideration as in paragraph 3.11.3.

### 3.13. Faculty Member Dismissal—Probationary and Appointive

A faculty member who is recommended, by the College President, through the Chancellor, to the Governing Board, for dismissal shall have access to the following due-process procedures.

**3.13.1.**

A written statement of charges, formulated by the College President, shall be forwarded to the Chancellor. After review of the charges, the Chancellor may recommend, to the Governing Board, that there exists good cause for the dismissal of a faculty member. The Chancellor shall so advise the Governing Board in writing, with a copy of the recommendation being sent (U.S. certified or registered mail) to the faculty member at his/her place of residence as recorded in the District records. The Chancellor's recommendation will give notice to both the Governing Board and the faculty member of his/her intention to recommend dismissal, which shall not be sooner than thirty (30) days from the date of the letter nor later than the end of the academic year.

**3.13.2.**

Any written statement of charges (either those originally submitted by the College President or a new statement of charges drafted by the Chancellor or designee) shall be provided to the Governing Board and the faculty member as an attachment to the notification outlined in the preceding paragraph. The statement of charges shall state, if applicable, the statutes, rules, or written objectives of the College that the faculty member is alleged to have violated. The statement of charges shall be of such specificity that the faculty member will be able to prepare a defense based on the statement.

**3.13.3.**

The faculty member shall have the right to a hearing by filing a written request with the Chancellor within five (5) working days after being served with a notice of intent to dismiss. The filing of a timely request shall suspend the dismissal procedure, pending the completion of the hearing.

**3.13.4.**

Upon request, a Hearing Committee shall be constituted within five (5) working days and shall be composed of three (3) faculty members, one (1) appointed by the Chancellor, one (1) selected by the President of the Faculty Association, and one (1) selected by the member. All three (3) shall be Residential faculty. The committee member selected by the Chancellor and the President of the Faculty Association will be from colleges other than the college where the faculty member recommended for dismissal is assigned. The committee shall be considered constituted when the hearing committee and the faculty member have been informed by the Faculty Association President of the committee's formation.

**3.13.5.**

The Hearing Committee shall select a Chair. Unless the parties stipulate to extend the time beyond that which is set forth below, the Chair shall conduct a meeting with the attorney representing the District and the faculty member and/or his/her attorney/representative no later than twenty (20) working days after the formation of the committee for the purpose of exchanging exhibits, witness lists and summaries of witness testimony. The Chair may choose to deny admission of an exhibit(s) or witness testimony for failure to comply with this section.

**3.13.6.**

Unless the parties otherwise agree, the Hearing Committee shall conduct the hearing no later than ten (10) working days after the exchange of information detailed in section 3.13.5. Prior to the hearing, the employee must declare, in writing, whether he/she wishes the hearing to be public or in executive session. The member may attend the hearing; present any testimony, evidence, or statements, oral or written, in his/her behalf; and be represented by legal counsel or other representative. It is expressly understood the act of testifying will not be subject to reprisal by the District.

**3.13.7.**

Within five (5) working days after completion of the hearing, the Hearing Committee shall provide the Chancellor, and the faculty member with a summary of the evidence that was presented during the hearing. In addition, the Hearing Committee shall render binding written findings of fact and conclusions of law and forward same with its recommendation regarding dismissal to the Chancellor. The above deadline may be extended up to fifteen (15) working days after completion of the hearing, if the Hearing Committee requests briefs and/or recommended findings of fact and conclusions of law from the parties.

**3.13.8.**

After receiving the Hearing Committee's summary of evidence, findings of fact, and conclusions of law, the Chancellor, may meet with the Hearing Committee to clarify the summary of evidence, findings of fact, and conclusions of law. The Chancellor shall have ten (10) working days in which to review the recommendation regarding dismissal. The Chancellor may adopt the Hearing Committee's recommendation regarding dismissal or make his/her own recommendation and forward same with the summary of the evidence, a copy of the findings of fact, conclusions of law, and the Hearing Committee's recommendation to the Governing Board.

**3.13.9.**

The Governing Board will meet with the faculty member and/or his/her representative and a representative of the administration to hear arguments regarding the appropriateness of the Chancellor's recommendation regarding dismissal. This meeting will be an executive session unless the faculty member chooses to have this meeting in public. The length of the meeting shall not exceed one (1) hour.

**3.13.10.**

The Governing Board, at a public meeting, shall render the final decision for retention or dismissal. A copy of the final decision shall be sent (U.S. certified or registered mail) to the faculty member at his/her place of residence as recorded in District records. It is expressly understood that the Governing Board decision does not diminish the faculty member's right to seek other legal remedies under local, state and federal law.

### 3.14. 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.

### 3.15. Faculty Transfer/Reassignment Policy

**3.15.1.**

Since the employment notification from the Maricopa County Community College District states that a faculty member is employed by the District, a faculty member may request a transfer or be transferred 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.

**3.15.2.**

In the case of an employee-requested transfer, the following steps will be observed.

**3.15.2.1. Basic to Transfer Determination**

**3.15.2.1.1.**

The preference of the member for a particular college;

**3.15.2.1.2.**

Protecting the employment of appointive faculty in the event of overstaffing in the present assignment;

**3.15.2.1.3.**

Meeting the staffing needs educationally and/or numerically of another college/facility; and/or

**3.15.2.1.4.**

Improving working relationships.

**3.15.2.2. Requisites for Transfer**

**3.15.2.2.1.**

All parties concerned will provide input into the transfer decision including, but not limited to, the following: College Presidents, Deans of Instruction, Department/Division Chairpersons of the appropriate colleges, in addition to the member requesting transfer.

**3.15.2.2.2.**

The determination of transfer will be based upon, but not limited to, the following considerations: (a) willingness of transferee; (b) reciprocal need for transfer; (c) academic qualifications of transferee; (d) compatibility within receiving department/division structure; and (e) mutual presidential agreement.

**3.15.2.2.3.**

Members will follow procedures as outlined by the Human Resources Division.

**3.15.2.3.**

The parties recognize that there are occasions necessitating the reassignment of faculty when the steps outlined in the voluntary transfer policy are not appropriate or do not meet the needs of the situation.

**3.15.2.3.1.**

In such instances, decisions to reassign faculty will be authorized by the College President(s) who are involved, with the concurrence of the Vice Chancellor Quality and Employee Development. The faculty member(s) will be advised as far in advance as possible of any decision to implement an involuntary transfer.

**3.15.2.3.2.**

Affected faculty members shall have the right to appeal (in writing) such reassignment. Such appeal must be delivered to the Vice Chancellor Quality and Employee Development within fifteen (15) days of the original notice of reassignment. The Vice Chancellor Quality and Employee Development will review the circumstances of the reassignment and determine whether to sustain the appeal or not. The faculty member will have the right to appeal the decision of the Vice Chancellor Quality and Employee Development to the Chancellor for a final decision. Such appeal must be delivered to the Chancellor within fifteen (15) days of written notification of the Vice Chancellor's decision. The Chancellor will advise the affected College President(s) and the Governing Board of his/her decision.

## 3.16. Reduction in Force

### 3.16.1. Retraining

In order to avoid or defer a reduction in force, a President or Provost may request that funds be expended to provide training to faculty employed in a service or program the President or Provost would otherwise recommend be reduced or discontinued. Any determination that funds be expended pursuant to this paragraph is wholly within the discretion of the President or Provost and is contingent upon the availability of such funds. The President or Provost may appoint an advisory committee to assist him/her in the above.

### 3.16.2. Grounds, Deadlines

**3.16.2.1.**

Prior to October 1, a President or Provost shall notify the Chancellor of any determination that a particular kind of service or program should be reduced or discontinued for the succeeding academic year. Before notifying the Chancellor, the President or Provost shall consider program enrollment, effect on budget, impact on workforce, and any other factor the President or Provost deems material to a determination that a particular kind of service or program should be reduced or discontinued.

**3.16.2.2.**

Prior to submitting a recommendation to the Governing Board, the Chancellor shall pursue alternative means for reallocation of resources in order to avoid a reduction in force. Such alternatives shall include, but are not limited to, solicitation of voluntary resignations, requests for transfer, multiple-college assignments or transfers that could include day and evening assignments, teaching a reduced load for reduced pay, and implementation of an early retirement program for appointive faculty.

**3.16.2.3.**

Following recommendation by the Chancellor, the Governing Board may, upon a determination that a particular kind of service or program is to be reduced or discontinued, and that it is therefore necessary to decrease that number of faculty, terminate the employment of faculty by means of a reduction in force. Completion of the reduction in force shall effect the termination of employment of faculty necessary to reduce or discontinue the service or program as ordered by the Governing Board.

**3.16.2.4.**

Prior to February 1, the Vice Chancellor Quality and Employee Development shall cause to be delivered written notice to all faculty in the District in every discipline subject to the reduction in force that such action may be recommended to the Governing Board.

**3.16.3. Definitions**

**3.16.3.1. One-Semester-Only.**

Temporary employment pursuant to a one-semester contract, with no continuous employment rights.

**3.16.3.2. One-Year-Only.**

Temporary employment pursuant to a one-year contract, with no continuous employment rights.

**3.16.3.3. Probationary.**

An employment status of a residential faculty member who has not attained appointive status.

**3.16.3.4. Appointive.**

An employment status of a residential faculty member attained at the beginning of his/her sixth consecutive year calculated from the date of the first contract.

**3.16.3.5. Seniority.**

For purposes of this policy, "seniority" means the length of service teaching in a full-time faculty position in the District, measured from the first day of paid service in a probationary faculty assignment. In a reduction of force, an instructor with greater seniority shall be favored for retention in a position over an instructor with less seniority.

**3.16.4. Priorities**

**3.16.4.1.**

A reduction in force shall be accomplished in accordance with the following procedures:

**3.16.4.2. Step I**

**3.16.4.2.1.**

Instructors employed in the District among the following categories in those disciplines subject to the reduction in force shall not be rehired in the following order of priority.

**3.16.4.2.1.1.**

Adjunct

**3.16.4.2.1.2.**

One-semester-only

**3.16.4.2.1.3.**

One-year-only

**3.16.4.2.1.4.**

Active or early retirement program; instructor on forty-nine percent (49%) assignment or less

**3.16.4.2.2.**

If the reduction in force may be completed by not rehiring fewer than all eligible instructors within a category, the selection of any individual who shall not be rehired is wholly within the discretion of the Vice Chancellor Quality and Employee Development. If, following exhaustion of the process prescribed in Step I, the reduction in force has not been completed, the process prescribed in Step II shall be followed.

**3.16.4.3. Step II.**

Employment shall be terminated among all probationary faculty in the District in those disciplines subject to the reduction in force on the basis of seniority as defined in 3.16.3.5. If, following exhaustion of the process prescribed herein, there are two or more individuals holding the same seniority status and the number of individuals exceeds the number of instructors whose employment must be terminated in order to complete the reduction in force, the selection of any instructor whose employment shall be terminated shall be by an equitable selection process such as a lottery. The Vice Chancellor Quality and Employee Development or designee shall employ best efforts to offer alternative employment within the District to each probationary faculty instructor whose employment is terminated pursuant to this process. If, following exhaustion of the process prescribed in Step II, the reduction in force has not been completed, the process prescribed in Step III shall be followed.

**3.16.4.4. Step III.**

Employment shall be terminated among all appointive faculty in the District in those disciplines subject to the reduction in force, on the basis of the following criteria in the following order of priority:

**3.16.4.4.1.** Seniority, as that term is defined in 3.16.3.5.

**3.16.4.4.2.** Continuity

**3.16.4.4.2.1.**

The criterion of continuity shall be considered only if there are two (2) or more individuals holding the same status and the number of individuals exceeds the number of instructors whose employment must be terminated in order to complete the reduction in force.

**3.16.4.4.2.2.**

For purposes of this policy, "continuity" means a total number of points associated with an instructor as calculated on the basis of the following factors:

**3.16.4.4.2.2.1.**

One (1) point for each semester during which the instructor has taught on a full-time basis in the District in a discipline subject to the reduction in force;

**3.16.4.4.2.2.2.**

Ten (10) points if the instructor, during the semester immediately preceding the calculation of points, taught in the district at least one (1) class in a discipline subject to the reduction in force. If the instructor did not teach in such a discipline during the immediately preceding semester, the point total of this factor shall equal ten (10) minus the number of intervening semesters since the most recent semester during which the instructor taught in the District at least one (1) class in a discipline subject to the reduction in force. In no event shall the total points for this factor equal less than zero.

**3.16.4.4.2.2.3.**

Three (3) points if the instructor has earned thirty (30) or more upper division or graduate semester hours, or the equivalent thereof, in a discipline that is subject to the reduction in force.

**3.16.4.4.2.3.**

In a reduction in force, an instructor associated with a greater number of points in a calculation of continuity shall be favored for retention in a position for which the instructor is certified over an instructor with a lesser number of points.

**3.16.4.4.3.** Horizontal placement on salary schedule

**3.16.4.4.3.1.**

The criterion of horizontal placement on salary schedule shall be considered only if there are two (2) or more individuals holding both the same seniority status and the same continuity status and the number of such individuals exceeds the number of instructors whose employment must be terminated in order to complete the reduction in force.

**3.16.4.4.3.2.**

In a reduction in force, an instructor shall be favored for retention in direct relation to where the instructor's salary is situated on the salary schedule effective during the academic year in which the reduction in force is to be completed. An instructor whose salary is situated further to the right on the salary schedule shall be favored for retention in a position for which the instructor is certified.

**3.16.4.4.3.3.**

If, following exhaustion of the process prescribed herein, there are two (2) or more individuals situated in the same column of the salary schedule effective during the academic year in which the reduction in force is to be completed and the number of such individuals exceeds the number of instructors whose employment must be terminated in order to complete the reduction in force, the selection of any instructor whose employment is to be terminated shall be by an equitable selection process such as a lottery.

**3.16.4.4.3.4.**

The Vice Chancellor for Quality and Employee Development or designee shall employ best efforts to offer alternative employment within the District to each appointive faculty instructor whose employment is terminated pursuant to this process.

**3.16.5. Reinstatement.**

A probationary or appointive instructor whose employment has been terminated pursuant to a reduction in force shall have the option of reinstatement for two (2) years and shall be reinstated in inverse order of reduction in force, provided the instructor is qualified to perform the assignment for which he/she is being recalled and is recommended for reinstatement by the Chancellor. In the event that two (2) or more members equally qualified have the same termination date, the first member to be recalled shall be the one who has the greatest seniority.

**3.16.6. Notice and Hearing**

**3.16.6.1.**

Prior to March 1, a notice shall be delivered to any probationary or appointive instructor whose employment will be recommended for termination pursuant to a reduction in force. The notice shall be in writing and delivery is effective upon deposit in U.S. mail sent via certified delivery to the instructor's place of residence as recorded in the Employee Records and Information Center or upon delivery personally to the instructor. The contents of the notice shall include:

**3.16.6.1.1.**

The effective date of termination;

**3.16.6.1.2.**

The basis, procedures, and criteria used in the reduction in force;

**3.16.6.1.3.**

A summary of procedures under which the instructor may appeal the decision to recommend termination of employment; and

**3.16.6.1.4.**

A description of the reinstatement rights of the instructor.

**3.16.6.2.**

A probationary or appointive instructor whose employment is recommended for termination pursuant to a reduction in force may appeal the recommendation to the Governing Board. Such appeal shall be made by delivery of a written notice of appeal to the office of the Governing Board no later than fourteen (14) calendar days following receipt of the notice of recommendation for termination. The notice of appeal shall include a complete statement of the grounds upon which the proposed reduction in force is alleged to have been administered improperly.

**3.16.6.3.**

A hearing on the instructor's appeal shall take place within twenty (20) calendar days following receipt of the notice of appeal. The hearing shall be conducted by a hearing officer selected by the Vice Chancellor Quality and Employee Development from a list of hearing officers under contract to conduct administrative hearings with the Arizona Department of Administration Office of Administrative Hearings.

**3.16.6.4.**

The instructor and the District each shall, no fewer than seven (7) calendar days prior to the hearing, file with the hearing officer a written statement. The instructor's statement shall specify the instructor's name, position, and duties; a comprehensive summary of all pertinent facts that are the basis of the appeal; and a list of witnesses the instructor will present at the hearing. The District's statement shall include a comprehensive summary of all pertinent facts which the District relied upon as justification for the reduction in force and a list of witnesses the District will present at the hearing.

**3.16.6.5.**

The hearing shall be conducted in an informal manner without reliance on formal rules of evidence or procedure. An audio tape record of the hearing shall be made and copy made available for either party on request. The hearing officer shall consider all evidence that is reliable and probative and shall exclude evidence that is unduly repetitious. Each party may call witnesses for testimony, and have the right to cross-examine witnesses. The instructor shall have the burden of proving, by clear and convincing evidence, that the proposed reduction in force was administered improperly.

**3.16.6.6.**

The hearing officer shall, within twenty (20) calendar days following the conclusion of the hearing, issue a report containing a recommendation to the Governing Board on the disposition of the instructor's appeal. The report shall include a summary of facts relied upon by the hearing officer, a determination of the issues, and conclusions regarding the appeal.

**3.16.6.7.**

The Governing Board may adopt, modify, or reject the decision of the hearing officer. The decision of the Governing Board shall include facts relied upon for the decision, a determination of the issues, and conclusions regarding the appeal. Action taken by the Governing Board regarding the instructor's appeal is not subject to any further appeal within the District.

**3.16.7.**

The process referenced here above if requested by a probationary or appointive instructor shall be completed prior to any action by the Governing Board upon any recommendation that employment of the instructor be terminated due to a reduction in force. This Board action must be completed prior to June 30.

## 4. COMPENSATION

### 4.1. Salary Schedule

For the fiscal year 1999-2000, the salary schedule will be adjusted upward by two percent (2%) effective July 1, 1999. Employees below the maximum on the salary grade will receive a one (1) step increment effective July 1, 1999.

### 4.2. Salary Placement

Placement of faculty on the salary schedule will be determined in accordance with section 4.3. below.

### 4.3. Credit for Prior Experience

#### 4.3.1.

On the schedule, a Master's degree is required for placement on Step 0. 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 0. 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.

#### 4.3.2.

The Vice Chancellor Quality and Employee Development, in consultation with the Vice Chancellor for Student and Educational Development, may grant additional steps (not to exceed 10). Consideration for extra steps will be given in those cases where the applicant(s) selected by the College President is (are) unwilling to accept the position strictly on the basis of the salary that was offered when computed in accordance with the preceding paragraph.

##### 4.3.2.1.

When consideration is given for the granting of additional steps, the Vice Chancellor for Student and Educational Development (or designee) shall convene an ad hoc committee consisting of the following persons or their designees: District Faculty Association President, Faculty President at the affected college, and the College President at the affected college. The Vice Chancellor for Student and Educational Development will chair the committee and will be entitled to a vote. Additional steps will be granted only if there is unanimity among the committee members.

### 4.4. Salary Placement Review Board

#### 4.4.1.

Only within the first twelve (12) months of employment as a Residential Faculty member, a member may appeal his/her vertical and/or horizontal placement to the Faculty Association President. If the faculty member's appeal occurs within the first twelve (12) months of his/her employment, the Faculty Association President will convene a review committee to review his/her initial salary placement as prescribed by the Employment Department Guidelines. The review committee will consist of four (4) members from the faculty with the Faculty Association President, or designee, serving as chair. The Chair will appoint two (2) members. One (1) member will be appointed from the Professional Growth Committee and one (1) member from the appropriate instructional council. The fourth member will be the respective college Faculty Senate President or designee.

**4.4.2.**

The purpose of the committee will be to (1) review the case with the concerned faculty member; (2) meet with the Vice Chancellor Quality and Employee Development, or designee, to discuss the case; and (3) make written recommendations to the said Vice Chancellor. The Vice Chancellor, upon receiving the written recommendation, will communicate, in writing, his/her decision within fifteen (15) working days.

**4.5. Horizontal Movement on the Salary Schedule**

**4.5.1.**

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 a doctoral degree.

**4.5.2.**

To receive credit, a nondegreed member 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.

**4.5.3.**

If the administration requires additional study by the nondegreed faculty member, the salary will be adjusted accordingly.

**4.5.4.**

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.)

**4.6. Vertical Movement on the Salary Schedule**

**4.6.1.**

Subject to annual recommendation by the Chancellor and approval by the Governing Board, the Residential Faculty may be authorized for advancement vertically through the steps of the salary schedule at the rate of one (1) step per year of service.

**4.6.2.**

**Increment and/or Salary Increase Withholding for Individual Faculty Members.** 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:

**4.6.2.1.**

Lack of sufficient success in the classroom.

**4.6.2.2.**

Giving insufficient time and effort to duties assigned or failure to perform a reasonable amount of extracurricular activities.

**4.6.2.3.**

Lack of adherence to the adopted policies of the District. Notification must be made prior to April 15.

**4.6.3.**

Any individual faculty member denied an increment or salary increase may appeal no later than April 20 to the Vice Chancellor Quality and Employee Development. Within fifteen (15) days of such appeal, the Vice Chancellor for Student and Educational Development shall convene a review committee. The committee will be composed of the Vice Chancellor for Student and Educational Development, the President of the College, and two (2) members from the faculty appointed by the local College Faculty Senate President. The faculty member may be present at the hearing, along with a representative of his/her choice. If a College does not have a College Faculty Senate 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 15.

## 4.7. Restrictions and Exceptions to Advancement

**4.7.1.**

In order for a faculty member to be advanced one (1) vertical step on the salary schedule, that faculty member shall have worked at least one (1) full semester as a residential faculty member. If the member worked less than one (1) full semester as a residential faculty member, he/she will remain on the same step of the schedule for the following year.

**4.7.2.**

Twenty-four (24) credit hours of approved study are required to progress to Step 12.

**4.7.3.**

The maximum vertical progression for nondegreed faculty members is Step 9, unless a prescribed plan of educational/professional development is completed and approved by the Vice Chancellor Quality and Employee Development, Vice Chancellor for Student and Educational Development, and the District Professional Growth Committee.

## 4.8. 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.

## 4.9. 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.

## 4.10. Employment for Less Than One Hundred Percent (100%) Time

For members working less than a full contract load, pay shall be prorated on the basis of a percentage of load actually worked.

## 4.11. Employment of Retired Faculty

Rights, responsibilities, working conditions, and compensation for persons participating in the MCCCD Active Retirement Program starting July 1, 1989, are contained in the "MCCCD Active Retirement Program" policies adopted by the Governing Board and not by the provisions of this policy manual.

## 4.12. Professional Growth Activities

Professional Growth activities are administered in compliance with Appendix A.

## 5. EMPLOYMENT CONDITIONS

### 5.1. Calendar

#### 5.1.1. Contract Year

**5.1.1.1.**

The academic year for Residential Faculty shall consist of 195 consecutive days between mid-August and mid-May, of which 170 shall be days of accountability. The contract year commences on July 1 and continues through June 30.

**5.1.1.2.**

Exceptions to the above may be made, by mutual agreement between the faculty member and the College President, so long as the faculty member work load is equivalent to that required in other sections of this policy manual. Such exceptions must also be approved by the Vice Chancellor Quality and Employee Development.

**5.1.1.3.**

Mutually agreeable prorated faculty contracts of a duration greater than 195 days may be approved by the College President after consultation with the Department/Division Chairperson of the involved discipline/service area.

#### 5.1.2. Paid Holidays and Recesses.

The following holidays 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, Winter Recess, Martin Luther King Day, President's Day, Spring Recess (five [5] working days), and Memorial Day.

**5.1.2.1.**

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

**5.1.2.2.**

If the Department/Division Chairperson of the affected discipline/service area and the College President determine that faculty members should work identified paid holidays and/or recesses, then compensatory hour(s)/day(s) equal to the time worked shall be granted.

#### 5.1.3. In-service and orientation days.

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

### 5.2. Residential Instructional Staff Positions

**5.2.1.**

Residential instructional staff authorized positions at any college are based on full-time day student equivalents (FTSE), averaged from the 45th-day count of the preceding fall and spring terms, plus day FTSE generated by open-entry/open-exit classes, electronic media classes, and short-term classes during the nine-month academic year. This is 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.

**5.2.2.**

The individual colleges (except Rio Salado), during the day program, shall be staffed at 90% of the projected enrollment with Residential Faculty. Nonresidential faculty employed to replace residential faculty on leave or in reduced-load assignments will not be considered in computing this ratio. However, for the purpose of department/division growth, flexibility, and unusual staffing requirements, any college may utilize additional qualified nonresidential personnel. Requests of department/division chairpersons will be forwarded to the college staffing committee for review and recommendation for the College President. The college staffing committee will then be informed by the College President of any subsequent decision.

**5.2.3.**

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

**5.2.4.**

If FTSE, adjusted by academic, occupational, and health ratios, based on an averaged 45-day count of the preceding Fall and Spring term, produces a FTTE of less than 90% of the College's previous year's FTTE, the College will be considered to be overstaffed. Should this condition occur, a study of the factors relating to the condition shall be made by the College Staffing Committee, and appropriate administrative action will be taken.

## 5.3. Faculty-Member Load

**5.3.1.** A full-time load for an instructional faculty member will be 30–32 load hours per year. This load will normally be split between two (2) consecutive semesters. Exceptions to the two (2) consecutive semester loading will be permitted with mutual agreement between the faculty member and the appropriate Instructional Dean. Lecture hours are to be on a one-to-one basis. Laboratory hours are to be counted as 0.7 of a lecture hour. Laboratory hours are those clock hours that exceed the credit hours for a particular course. P.E. activity classes will be given 0.75 load for each instructional period. By mutual agreement of the faculty member and the administration, the former may accrue an overload in one semester and have a like reduction in the other semester.

**5.3.1.1.** Instructor Load for Large Classes

| Types | Students | Load |
|---|---|---|
| Regular Lecture Classes | 0–59 | Regular Load |
| Classes | 60–89 | 1.5 x Regular Load |
| | 90 & Over | 2 x Regular Load |
| Math | 0–52 | Regular Load |
| | 53–75 | 1.5 x Regular Load |
| | 76 & Over | 2 x Regular Load |
| English Composition | 0–44 | Regular Load |
| | 45–59 | 1.5 x Regular Load |
| | 60 & Over | 2 x Regular Load |

**5.3.1.2.**

Regular lecture classes that involve separate class sections of different duration shall be calculated on a FTSE-generation basis. For example, if the class is a 15-week, 3-credit class that also contains students registered for 10 weeks/2 credits, the 2-credit students shall count as .67 student each. A 5-week/1-credit student shall count as .33 student. (This provision does not apply to non-lecture–type classes nor to classes in which concurrent sections are offered for the entire semester or where class size is not above the "normal" load.)

**5.3.1.3.** Field-Trip Courses

**5.3.1.3.1.** During faculty member dates of accountability.

Load—0.2 load hours* for each day of field trip conducted during a paid school holiday or employee paid vacation period. Pay will be at the Continuing Education rate.

* Maximum of 1.0 load for any field trip.

**5.3.1.3.2.** Outside faculty member dates of accountability.

Load—1.0 load for the first five (5) days and .17 load per day of field trip in excess of five (5) days.

**5.3.2.**

When a faculty member agrees to a day overload, his/her compensation will be based on the following:

**5.3.2.1.**

If the result of subtracting a single class from the total teaching load is below 15.0 load hours, the instructor will be compensated for load over 16.0 load hours.

**5.3.2.2.**

If the result of subtracting a single class from the total teaching load is between 15.0 and 16.0 load hours, the instructor will be compensated for the total additional class load.

**5.3.3.**

If the total teaching load for an instructor is below 30.0 load hours for the academic year, his/her contract amount will be adjusted to reflect this deficiency.

**5.3.4.**

Experimental loading may be utilized in occupational programs, interdisciplinary programs, or other specialized programs, if approved by the Vice Chancellor for Student and Educational Development in consultation with the Vice Chancellor Quality and Employee Development.

## 5.4. Accountability

**5.4.1.**

To meet the thirty (30) hours per week of accountability, instructional Residential Faculty members are required to meet all classes as scheduled and, in addition, to maintain one (1) hour per day as a scheduled office hour. The remaining time is to be spent in scheduled class/department/division activities and/or in College/District activities. Academic support hours (e.g. tutoring, review sessions, teleconferencing) can be scheduled in lieu of office hours with mutual consent of their Department/Division Chair and appropriate Dean. The College President, or designee, in consultation with the Department/Division Chairperson, will determine the assignment of faculty members.

**5.4.2.**

Hours of accountability for service faculty who teach classes will be reduced toward the instructional faculty accountability hours on a pro rata basis. To meet the thirty-five (35) hours per week of accountability, service faculty members are required to meet scheduled department/division assignments and other College/District-related activities.

**5.4.3.**

Within the hours of accountability, all members are required to maintain equity of assignments and to participate in nonteaching assignments.

**5.4.4.**

All administratively approved reassigned time will be processed through and with the approval of the College President. Such reassigned time shall be part of the hours of accountability. Other paid activities beyond the base contract will not be considered part of the hours of accountability.

**5.4.5.**

The College President shall develop a list of approved extracurricular assignments, with the advice and recommendation of the College Faculty Association President. Faculty assignments shall be determined by the College President after consultation with the College Faculty Association President.

**5.4.6.**

The Residential Faculty assumes reasonable responsibility for District/College facilities and equipment under its supervision and control.

**5.4.7.**

Nonteaching professional responsibilities may be assigned by the Chancellor or designee. Notification of such reassignment will be through the Office of the College President. Such activities include participation in faculty curricular and educational development meeting(s), in-service training program(s), ceremonial exercises, academic advisement, and such other activities as may reasonably be required for the full and proper discharge of the member's responsibilities.

## 5.5. Assignments Beyond the Regular Contract

(See Appendix C.)

**5.6. Substitution**

Qualified substitutes may be employed when deemed necessary by the College President or designee. Qualified residential faculty members may be employed as substitutes. (Substitute Pay Schedule—Appendix C.)

**5.7. Hiring Practices—Employment Requirements**

**5.7.1.**

Prior to assuming their duties, all Residential Faculty members will meet all certification requirements of the Arizona Community College Board and the Maricopa County Community College District, including filing a loyalty oath as required by the Arizona Revised Statutes.

**5.7.2.**

The Maricopa County Community College District, whether for purposes of initial employment or for vertical or horizontal advancement on the salary schedule, recognizes only those academic credits and/or degrees earned at accredited institutions eligible for inclusion in the Education Directory, Colleges and Universities, U.S. Department of Education. Accrediting reference will be kept current and on file in the Employee Relations Department.

**5.8. Part-Time Residential Faculty Members**

**5.8.1.**

In determining pay for part-time members, with no additional assigned responsibilities, eighteen (18.0) semester load hours will be used in determining prorated salary.

**5.8.2.**

For an appointive member carrying less than a full load and prorated accountability, fifteen (15.0) semester load will be used in determining prorated salary and sick leave.

**5.8.3.**

Faculty members who work at least fifty percent (50%), but less than seventy-five percent (75%) of a full-time load will receive fifty percent (50%) of Flexible Benefit credits that they would receive if they were full time. Faculty members who work at seventy-five percent (75%) or more of a full-time load shall be treated as full-time faculty for benefit purposes.

**5.8.4.**

An appointive member serving in a part-time capacity will receive full benefits provided that the part-time status occurs as a result of illness, disability, and/or administrative approval.

**5.9. Sabbatical Leaves**

Sabbatical leaves may be granted to qualified members of the faculty. The administration and conditions of sabbatical leave shall be governed by the policy as stated in Appendix A.

**5.10. Professional Unpaid Leaves**

Professional unpaid leaves are those leaves that are recommended by the Professional Growth Committee, approved by the Chancellor or designee, and relate to the faculty member's assigned duties. Therefore, the member is entitled to continuing service credit (advancement on salary schedule and continuous credit for sabbatical leave). The administration and conditions of professional unpaid leave shall be governed by the policy as stated in Appendix A.

## 6. GRIEVANCE AND RESOLUTION OF CONTROVERSY

### 6.1. Grievance Procedure

**6.1.1.**

Informal level. Within fifteen (15) working days of the occurrence of the act or omission giving rise to the grievance or within fifteen (15) working days of the date when the grievant should reasonably have known of the act or omission, the grievant shall present the grievance orally to his/her immediate supervisor. The purpose of bringing the matter to the attention of the immediate supervisor is to resolve the matter at the lowest level.

**6.1.2. Formal Level**

**6.1.2.1.** Level 1—Appropriate Dean.

If the grievant is not satisfied with the disposition of the alleged grievance at the informal level or if no decision has been rendered within five (5) working days after the informal meeting, the faculty member may file the original grievance, in writing, within seven (7) working days with the Dean who is the immediate supervisor of the person to whom the grievance was taken at the informal level. (If the grievant's immediate supervisor at the informal level reports directly to the College President, this step in the grievance process can be omitted.) Within ten (10) working days after receipt of the written grievance, the appropriate Dean and the faculty member will meet in an attempt to resolve the grievance.

**6.1.2.2.** Level 2—College President.

If the grievant is not satisfied with the disposition of the grievance at Level 1, or if no written decision has been rendered within ten (10) working days, the grievant may, within fifteen (15) working days of the meeting with the appropriate Dean, forward the written grievance and the response received at Level 1 to the College President. Within five (5) working days, the College President, or designee, will arrange a meeting at a mutually agreeable time and place, such meeting to occur within five (5) working days after the grievant is notified. The College President will issue a written response to the grievant and to the faculty campus association president within five (5) working days after the meeting.

**6.1.2.3.** Level 3—Vice Chancellor.

If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no written decision has been rendered within ten (10) working days, the grievant may, within fifteen (15) working days of the meeting with the appropriate College President, forward the written grievance and the response received at Level 2 to the Vice Chancellor Quality and Employee Development. The Vice Chancellor Quality and Employee Development, or designee, will arrange a meeting at a mutually agreeable time and place, such meeting to occur within five (5) working days after the grievant has been notified. The Vice Chancellor Quality and Employee Development will issue a written response to the grievant and to the campus senate association president within five (5) working days after the meeting.

**6.1.2.4.** Level 4—Chancellor.

If the grievant is not satisfied with the disposition of the grievance at Level 3, the grievant may, within five (5) working days after receipt of the written decision, forward the written grievance and response to the Chancellor. The Chancellor or his/her designee will, within fifteen (15) working days after receipt of the written grievance, render a written decision.

**6.1.2.5.** Level 5—Governing Board.

If the grievant is not satisfied with the Chancellor's decision at Level 4, the grievant may, within five (5) working days, request that the grievance be reviewed by the Governing Board. The Governing Board may, at its option within thirty (30) days after receipt of the written grievance, review the evidence and issue a written decision. Should no written decision be rendered within thirty (30) days, the decision at Level 4 is final.

**6.1.3. Miscellaneous**

**6.1.3.1.** Written Decisions.

Decisions rendered at Level 1 that are unsatisfactory to the aggrieved person and all decisions rendered at Levels 2, 3, 4, and 5 of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor, and shall be transmitted promptly to all interested parties.

**6.1.3.2.** Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant. A member shall have access to all documents pertaining to his/her grievance and may acquire copies of same.

**6.1.3.3.** Meetings and Hearings.

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.

**6.1.3.4.**

If the aggrieved party is the Faculty Association, the grievance will be initiated at the appropriate level, but in no case lower than Level 2.

**6.1.3.5.**

Every effort shall be made to resolve year-end grievances prior to the end of the academic year.

**6.1.3.6.**

The aggrieved may not present any issues at Level 2, 3, 4, or 5 not presented at Level 1

**6.1.3.7.**

Time limits provided in this grievance procedure may be extended by mutual agreement, in writing, between the aggrieved and the administration.

**6.1.3.8.**

The term "working day" is any day on which the District Support Services Center offices are open for business.

**6.1.3.9.**

The grievance procedures established here may not be the sole and exclusive remedy available to a grievant for resolving disputes arising under this document. It is understood that the subject matter forming the basis of the grievance may also be instituted in an administrative action before a governmental board or agency. The provisions of Section 3.7. still apply.

## 6.2. Resolution of Controversy

Complainants seeking remedy for issues arising outside this policy manual (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 in such areas as instructional councils) can be appealed for resolution by the following procedures:

**6.2.1.**

A written statement of the situation or decision in question shall be appealed to the appropriate level as follows:

**6.2.1.1.** Department/Division Chairs.

**6.2.1.2.** College Deans.

**6.2.1.3.** College Presidents.

**6.2.1.4.** Vice Chancellors.

**6.2.1.5.** Chancellor.

**6.2.1.6.** Governing Board.

**6.2.2.**

College-level appeal will involve the College Faculty Association President and shall start at the level next higher than the person involved in the decision in question.

**6.2.3.**

If the decision under appeal was made at the highest College level, the process will move to the District level.

**6.2.4.**

District-level appeal will involve the District Faculty Association President and Executive Committee.

**6.2.5.**

If the decision rendered by the Chancellor at Level 5 is not satisfactory to the faculty member, he/she may, within five (5) working days, request that the appeal be reviewed by the Governing Board. The Governing Board may, at its option, within thirty (30) days after receipt of the written appeal, review the evidence and issue a written decision, which shall be final. Should no written decision be rendered by the Governing Board within thirty (30) days, the decision at Level 5 is final.

## 6.3. Conflict Between Student and Faculty Member

When there is a complaint by a student against a member, the proper College authority will work in confidence with the parties to resolve the conflict. A member will not be required to respond to any complaint that is not in writing over complainant's signature or to complaints that do not have specific documentation of incidents, i.e., dates, times, etc. This complaint must be made available to the member involved.

**6.3.1.**

A student who feels that he/she has been treated unfairly or unjustly by a faculty member (full-time or part-time) with regard to an academic process such as grading, testing, or assignments, should discuss the issue first with the faculty member involved. This conference should be requested by the student within fifteen (15) working days from the time the student knew or reasonably should have known about the unfair or unjust treatment.

**6.3.2.**

If, within ten (10) working days of the request for the conference with the faculty member, the problem is not resolved or the faculty member has been unable to meet with the student, the student may continue the process by filing a written complaint with the Department/Division Chairperson and appropriate administrative office at the College. This written complaint must be filed within ten (10) working days following the previous deadline. The written complaint will be given to the faculty member five (5) days before any official meetings are convened.

**6.3.3.**

Upon receipt of a written complaint, the Department/Division Chair or appropriate college administrative officer will work with the parties in an attempt to resolve the conflict. The faculty member may ask that the College Faculty Senate President be in attendance. Every attempt will be made to maintain confidentiality during this process.

**6.3.4.**

A faculty member will not be required to respond to a complaint that is not in writing and that, when appropriate, did not have the specific documentation including dates, times, materials, etc. The written complaint will be made available to the faculty member.

**6.3.5.**

If the grievance is not resolved at this level within ten (10) working days, the student should forward, to the Dean of Instruction or appropriate College administrative office, a copy of the original written complaint with an explanation regarding action taken at each prior level. The Dean Instruction or appropriate College administrative officer will meet with the student, faculty member, the College Faculty Senate President if requested by the faculty member, and Department/Division Chair, and attempt to resolve the issues. This level will be the final step in any grievance process regarding grades.

**6.3.6.**

If the grievance, other than those concerning grades, is not resolved by the Dean Instruction or the appropriate College administrative officer, it may be forwarded in writing by the student to the College President for final resolution. The College President or designee will expedite a timely examination of the issues and will issue a final written determination in the grievance process.

## 7. EFFECT OF POLICY

### 7.1. Separability

In the event that any provision of this policy is contrary to any Residential Faculty policies adopted by the District prior to the effective date of this policy acceptance, the provisions of this policy shall apply. In the event that any provisions of these policies shall be declared invalid by any court of competent jurisdiction, such decisions shall not invalidate the entire policy, it being the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

### 7.2. Statement of Good Faith

Both parties agree that, during the course of developing this policy, each party had the opportunity to make proposals, assess proposals, and analyze positions. The parties further agree that all obligations and benefits herein are the result of voluntary agreement. This document contains the full and complete agreement reached on issues considered. No amendment or supplement to this policy shall be deemed effective unless agreed upon according to the provisions of Section 2., reduced to writing, ratified by the Residential Faculty, and approved by the Governing Board.

### 7.3. Compliance Between Individual Contract and Policy

Any individual contract between the Board and an individual faculty member (except in the case of certain specially funded positions) shall be subject to and consistent with the terms and conditions of this policy.

### 7.4. Renewal and Process for Successor Agreement

This agreement shall remain in full force and effect until July 1, 2000, and thereafter from year to year unless either party gives written notice of an intention to reopen negotiations no later than October 1, with recognition that the District Governing Board must annually approve the RFP. The parties shall enter into discussion no later than October 15. It is understood that formal proposals (other than ground rules) will be exchanged no later than December 1. In the event agreement between the parties is not reached during the negotiations prior to May 1, the Governing Board may, at its option, extend the current agreement for a specific period of time up to one year.

### 7.5. Date of Implementation for Policy Change(s)

Any change in policy from the prior year will become effective July 1 (unless otherwise indicated in this policy manual), and shall continue in effect or terminate, as provided in section 7.4. above.

**7.6. Attestation**

This agreement shall become effective upon ratification by the parties except as specifically provided otherwise in this agreement. This agreement, which will become effective on July 1, 1999, shall constitute the full and complete commitment between both parties.

Linda B. Rosenthal
President
Governing Board

Paul Elsner
Chancellor
MCCCD

Bob Galloway
President
MCCCD Faculty Association

Phil Randolph
Member
Board Team

Arnette Ward
Member
Board Team

Carol Scarafiotti
Member
Board Team

Gail Mee
Member
Board Team

Linda Back
Member
Board Team

Freddie Anttila
Member
Faculty Team

Jeanne Canham
Member
Faculty Team

Judy Boschult
Member
Faculty Team

Pat Case
Member
Faculty Team

Willie Minor
Member
Faculty Team

## APPENDIX A

## PROFESSIONAL GROWTH POLICIES

### A.1. INTRODUCTION

**A.1.1.**

The Maricopa County Community College District has, through adoption of this document, recognized a procedure which permits instructors to advance on the salary schedule through longevity as well as various types of activities directly related to increase professional competency. The liberality of this policy and the absolute requirements of the utmost care and expenditure of public money demand complete adherence to the concepts of the policy and valid justification of all requests for salary advancement.

**A.1.2.**

The policy is essentially a method of recognizing, in a substantial way, the efforts of members as they engage in professional activities related to their service to the District. The policy is not primarily designed as a means of rewarding the member financially, nor is it intended that compensation be provided for activities considered to be a part of a member's professional obligation.

**A.1.3.**

Because of the great variety of activities that are recognized and the even greater range of individual requests, it is frequently necessary to apply interpretive judgment to determine whether the request comes within the purview of the policy. Part of the responsibility of the Professional Growth Committee is to make such determinations and use the vehicle of a subcommittee.

**A.1.4.**

As a means of providing uniformity in the making of judgment, a statement of guidelines has also been prepared. These guidelines will be prepared and reviewed annually by the Professional Growth Committee. The guidelines will be approved annually by the Faculty Executive Council. These guidelines will be used in the interpretation of the policy. All concerned will familiarize themselves with them prior to the submission of requests.

### A.2. PROFESSIONAL GROWTH ADVANCEMENT— GENERAL INFORMATION

**A.2.1.**

For a faculty member to be credited with horizontal increments, transcripts, grade slips, official notices showing satisfactory completion for academic coursework, and proof of attendance or other types of verification required for non-academic advancement activities must be on file in the District Human Resources Division by September 15 of the contract year.

**A.2.2.**

No request for academic credit will be approved for any activity accomplished earlier than two (2) years prior to the submission of the request. Course work completed prior to the faculty's hire, is deemed to be a condition of their employment which is used in determining their initial placement on the salary schedule, and therefore is not eligible under Professional Growth. Inclusion of coursework for horizontal placement may be appealed under RFP, Section 4.4. Salary Placement Review Board.

**A.2.3.**

Some activities require prior approval from the Faculty Professional Growth Committee. See the guidelines for details.

**A.2.4.**

The Professional Growth Committee will at all times attempt to make determinations in an open and unbiased manner that is free from conflict of interest. Accordingly, Department/Division Chairs who are members of the Professional Growth Committee will abstain from decisions that affect the professional growth applications of faculty members in their respective departments/divisions; likewise, faculty members who are on the professional growth committee will abstain from decisions that affect the professional growth applications of their respective chairpersons. Other potential conflicts of interest will be treated in a similar manner.

## A.3. POLICY FOR HORIZONTAL ADVANCEMENT ON THE SALARY SCHEDULE

### A.3.1. Approval of Individual College Courses

#### A.3.1.1. Graduate Courses Within Subject Field Policy.

Graduate-level courses for which credit is granted, and not previously taken within the subject field, are almost always approved. **See the guidelines for details.**

#### A.3.1.2. Undergraduate Courses Within Subject Field.

Undergraduate courses within subject field will be acceptable if approved. See the guidelines for details.

#### A.3.1.3. Graduate Courses Not Within Subject Field.

Graduate courses not within the subject field are acceptable if the course has a direct application to the professional responsibility of the member. Courses required for the correction of certification deficiencies will not be accepted for advancement on the salary schedule, e.g., "The Community College" course. See the guidelines for details.

#### A.3.1.4. Undergraduate Courses Not Within Subject Field.

Undergraduate courses not within the subject field may be acceptable if approved. See the guidelines for details.

### A.3.2. Approval of College Courses While Pursuing a Degree

#### A.3.2.1. Graduate Degree

Not all graduate degrees advance the cause of the professional competency of the member. Specific justification must be supplied to prove that the completion of the degree will produce specific benefit and credit to the field of responsibility. Exceptions will be made for degrees leading to a probable future assignment. See the guidelines for details.

#### A.3.2.2. Undergraduate Degree

Faculty members who are pursuing the Associate or Bachelor's degree must file a "Program of Study" as outlined by the degree-granting institution, and obtain approval from the appropriate dean. See the guidelines for details.

**A.3.3. Approval of Nonacademic Activity.**

The maximum nonacademic activity credit allowed to advance on the salary schedule will be limited to twenty (20) credit hours of the total seventy-five (75) hours possible. A clear and complete description of the nonacademic activity must be submitted with the request for credit approval. The Professional Growth Committee may request documentation and/or verification of the activity. See the guidelines for details.

**A.3.3.1. Travel.**

One (1) credit will be granted for each consecutive ten (10) days of travel. The maximum credit allowable in the area is six (6) credit hours. See the guidelines for details.

**A.3.3.2. Work Experience.**

The work experience must be directly related to the member's field of responsibility, and one (1) credit will be granted for each thirty-five (35) clock hours of work experience. The maximum credit allowable in this area is nine (9) credit hours. See the guidelines for details.

**A.3.3.3. Clinics, Conferences, Workshops and Seminars.**

One (1) credit hour will be granted for each eighteen (18) hours in clinics, conferences, workshops or seminars. The maximum credit allowable in this area is twelve (12) credit hours. See the guidelines for details.

**A.3.3.4. Other Professional Activity.**

One (1) credit will be granted for each thirty-five (35) clock hours of service performed. The activity must be in addition to the professional responsibilities of the instructor, and these activities must occur outside the regular hours of accountability. See the guidelines for details.

## A.4. SABBATICAL LEAVES

**A.4.1. Purpose of Leave**

Sabbatical leaves are granted to qualified 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 sabbatical leave is to upgrade the educational program of the college by improving faculty competency.

**A.4.2. Administration of Sabbatical Leave Policy**

The Sabbatical Leave Subcommittee of the Professional Growth Committee shall administer the sabbatical leave policy. The duties of the subcommittee shall be (A) to prepare application forms; (B) to screen application forms; (C) to make recommendations for sabbatical leaves to the Professional Growth Committee. The subcommittee shall consist of the Professional Growth Committee Chairperson, one (1) faculty representative from each of the other colleges, and two (2) Deans of Instruction.

**A.4.3. Application and Recommendation Procedures**

**A.4.3.1.**

The Office of the Vice Chancellor for Quality and Employee Development shall publish, by May 1, an informational listing of persons eligible for sabbatical leave for the following year.

**A.4.3.2.**

Applications must be submitted to the Dean of Instruction for forwarding to the Sabbatical Leave Subcommittee no later than October 15. The Sabbatical Leave Subcommittee may request additional written or oral explanations of proposals.

**A.4.3.3.**

The Subcommittee shall submit its recommendations to the Professional Growth Committee. The Professional Growth Committee shall present its list of recommendations to the Vice Chancellor for Student and Educational Development before December 1. The District Faculty Association President will receive a copy of this list.

**A.4.3.4.**

Sabbatical leave recommendations shall be presented to the Governing Board by January 15. If the Chancellor changes the recommendation of the Professional Growth Committee, the committee will be advised prior to presentation to the Governing Board. Both the Chancellor's recommendations and the Professional Growth Committee's recommendations will be presented.

**A.4.3.5.**

Applicants will be notified by the Vice Chancellor for Student and Educational Development following Governing Board action. The District Faculty Association President will also be notified should there be deviations from the list prepared by the Professional Growth Committee.

**A.4.3.6.**

Recommendations made in the Spring are for the Fall semester of that calendar year and the Spring semester and Summer of the next calendar year.

### A.4.4. Criteria for Sabbatical Selection

Criteria for sabbatical selection will include, but will not be limited to, the following: (The order of listing does not indicate a priority.) See the guidelines for details.

**A.4.4.1.** Service to the District.

**A.4.4.2.** Completion of advanced degrees.

**A.4.4.3.** Completing resident requirement for an advanced degree.

**A.4.4.4.** Research and publication.

**A.4.4.5.** Curriculum and materials development.

**A.4.4.6.** Planned and approved travel related to the subject field.

**A.4.4.7.** Practical training of job experience in a subject-related field.

**A.4.4.8.** Updating of knowledge in subject field.

### A.4.5. Conflicts

If two (2) sabbaticals of comparable merit are received, the faculty member applying for his/her first sabbatical will be given preference.

### A.4.6. Compensation and Financial Arrangements

**A.4.6.1.**

A faculty member on sabbatical leave will receive full pay for one-half (1/2) of the contract year and three-fourths (3/4) pay for the second one-half (1/2) of the contract year. A "short-term" sabbatical (defined as ten [10] weeks in length and taken outside of the contract assignment) may be granted. Pay for short-term sabbaticals will be ten (10) load hours at the overload rate.

**A.4.6.2.**

If the sabbatical activity includes remuneration from other than the MCCCD, the sabbatical proposal must clearly state all financial arrangements. The Professional Growth Committee may recommend (a) a sabbatical with regular pay; (b) an adjustment in sabbatical leave salary; (c) a leave without pay; or (d) denial of the proposal.

**A.4.6.3.**

Faculty members on sabbatical leave will be paid at the same interval as other employees unless some other arrangement is made that is mutually satisfactory to the recipient and the administration, and all other faculty benefits shall accrue.

**A.4.6.4.**

The faculty member's status shall not change while on leave, and the time spent on sabbatical leave will not interrupt progress on the salary schedule. The faculty member receiving the sabbatical will return to the position that he/she left unless, by written mutual agreement, other arrangements were made prior to the sabbatical having been granted.

**A.4.6.5.**

A faculty member on sabbatical will retain his/her status as a member of the teacher retirement fund according to the regulation of the State Retirement System.

### A.4.7. Policy

**A.4.7.1.**

Faculty members shall be eligible for consideration for sabbatical leave after serving twelve (12) consecutive semesters as Residential Faculty members in the Maricopa County Community College District. The twelve (12) consecutive semesters will not be considered as having been "broken" if the faculty member accepts a "temporary assignment" in another policy group for a period of not more than two (2) years.

**A.4.7.2.**

A faculty member is eligible for an additional sabbatical leave after completing twelve (12) consecutive semesters following the prior sabbatical.

**A.4.7.3.**

Every eligible faculty member following specified Professional Growth procedures shall be given equal consideration in granting sabbatical leaves except as outlined in section A.4.5.

**A.4.7.4.**

The Professional Growth Sabbatical Committee recommends the Residential Faculty of each College to be granted sabbatical leave based upon criteria in A.4.4. and available funding for sabbatical leaves.

**A.4.7.5.**

Members on sabbatical leave may not receive any remuneration from MCCCD other than that provided by the sabbatical leave policy.

**A.4.7.6.**

Members on sabbatical leave may not participate in voluntary services to the District or to College/District Faculty Governance unless permission is granted by the Professional Growth Committee and the Vice Chancellor for Student and Educational Development.

**A.4.7.7.**

A short-term sabbatical may be granted only if the goal cannot be accomplished during either a Fall or a Spring semester. A short-term sabbatical may not be taken in conjunction with a regular semester sabbatical.

**A.4.7.8.**

Any change in the sabbatical proposal must be formally approved by the Governing Board upon the recommendation of the Professional Growth Committee and the Chancellor or his/her designee.

**A.4.7.9.**

Faculty members unable to complete their sabbatical programs because of an emergency, 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 to the Professional Growth Committee and the Vice Chancellor for Student and Educational Development. The Vice Chancellor Quality and Employee Development and the District Faculty Association President will also be notified. Contract benefits will be governed by the benefit and disability provisions of the RFP.

**A.4.7.10.**

In case of alleged failure to follow the sabbatical proposal, the Chancellor will appoint a fact-finding committee to study the case. The committee will include the College President, the College Faculty Association President, and the Chairperson of the Professional Growth Committee. The committee will inform, without recommendation, its findings to the Chancellor, who will determine appropriate action. If a College does not have a Faculty Association President, the College President will convene the faculty to elect the faculty representative.

**A.4.8. Performance Reports**

To ensure that the members on sabbatical have begun their leaves according to plan, each shall submit a statement indicating this to the Vice Chancellor for Student and 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.

### A.4.9. Return from Sabbatical

**A.4.9.1.**

Each faculty member returning from leave shall file, within sixty (60) days, a written report with the Professional Growth Committee, the Vice Chancellor for Student and Educational Development, and the College President/Provost. An official transcript will serve in lieu of a written report for full-time study programs.

**A.4.9.2.**

The recipient will be required to sign a promissory 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 short-term sabbatical will be considered a one (1) semester sabbatical for this obligation. If the recipient is unable to fulfill the term of the promissory note due to death or disability, the note shall be void.

### A.4.10. Publication During Sabbatical

**A.4.10.1.**

When a member satisfies all of the conditions of his/her sabbatical agreement and, apart from the agreement, produces copyrightable material during the term of the sabbatical, he/she shall maintain sole ownership of the material.

**A.4.10.2.**

When a member produces copyrightable or patentable material as a condition of his/her sabbatical, the copyright or patent remains with the member, but the District retains the unlimited right for students and staff to use the material without payment of royalties. This right will apply to any subsequent revisions of the material.

## A.5. PROFESSIONAL UNPAID LEAVES

### A.5.1. Purpose of Leave

Professional Unpaid Leaves not to exceed two (2) 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.

### A.5.2. Administration of Professional Unpaid Leave Policy

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

### A.5.3. Application Procedures

**A.5.3.1.**

Applications for Professional Unpaid Leaves related to Sabbaticals must be submitted to the Dean of Instruction for forwarding to the Professional Growth Committee no later than April 1 and shall include:

**A.5.3.1.1.** A statement of objectives of the proposed leave.

**A.5.3.1.2.** A statement relating the proposed leave to assigned duties.

**A.5.3.1.3.** A letter from the Department/Division Chairperson.

**A.5.3.1.4.** A letter from the College President or designee.

**A.5.3.1.5.** (If work related) a letter stating duties and responsibilities.

**A.5.3.2.**

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

**A.5.4. Recommendation Procedures**

**A.5.4.1.**

The Professional Growth Committee shall present its list of recommendations to the Chancellor and the Vice Chancellor for Student and Educational Development before May 1. The District Faculty Association President will also receive a copy of this list.

**A.5.4.2.**

The Professional Unpaid Leave recommendations of the Professional Growth Committee shall be presented by the Chancellor and the Vice Chancellor for Student and Educational Development with their recommendations to the Governing Board by February 15.

**A.5.4.3.**

Applicants will be notified by the Vice Chancellor for Student and Educational Development following Governing Board action. The District Faculty Association President will also be notified.

**A.5.5. 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.5.5.1.** Service to the District.

**A.5.5.2.** Completion of advanced degrees.

**A.5.5.3.** Completing resident requirement for an advanced degree.

**A.5.5.4.** Research and publication.

**A.5.5.5.** Curriculum and materials development.

**A.5.5.6.** Planned and approved travel related to the subject field.

**A.5.5.7.** Practical training or job experience in a subject-related field.

**A.5.5.8.** Updating of knowledge in subject field.

**A.5.6. Policy**

**A.5.6.1.**

Any change in a Professional Unpaid Leave Proposal must be formally approved by the Governing Board or its delegate.

**A.5.6.2.**

In the case of an 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 the College President, the College Faculty Association President, and the Chairperson of the Professional Growth Committee. The committee will submit a finding of fact to the Chancellor, who will determine an appropriate action. If the College does not have a Faculty Association President, the College President will convene the faculty to elect the faculty representative.

### A.5.7. Performance Reports

**A.5.7.1.**

To ensure that the members on Professional Unpaid Leave have begun their leaves according to plan, each shall submit a statement indicating this to the Vice Chancellor for Student and Educational Development and the Professional Growth Committee no later than thirty (30) days after the beginning of each semester.

**A.5.7.2.**

Within sixty (60) days after returning, a final report stating benefits and professional growth acquired shall be sent to the Professional Growth Committee, the Vice Chancellor for Student and Educational Development and the College President.

**A.5.7.3.**

Failure to meet requirements as stated in paragraphs A.5.6.1., A.5.7.1., and A.5.7.2. shall cause the Professional Unpaid Leave to revert to the classification of Personal Unpaid Leave.

**A.5.7.4.**

A faculty member unable to complete his/her Professional Unpaid Leave Program because of accident or illness, shall be allowed to modify the program and shall continue to receive contract benefits, provided he/she has furnished satisfactory notification and evidence of the situation to the Professional Growth Committee. The faculty member contract benefits will be governed by the benefit and disability provisions of the Residential Faculty policy manual.

## A.6. PROFESSIONAL GROWTH PROJECTS

Residential Faculty members are eligible to apply for professional growth funds to:

**A.6.1.**

Participate in conferences, workshops or professional meetings that will increase knowledge, skills, or attitudes enhancing one's role at the college and/or in faculty development. Refer to the guidelines for a definition of acceptable activities, application procedures and requirements.

**A.6.2.**

Develop projects or programs for one or more faculty members to improve knowledge, skills, or attitudes in a particular area. Refer to the guidelines, "Summer Projects," for a definition of acceptable activities, application procedures and requirements.

## A.7. PROFESSIONAL GROWTH TRAVEL AND EXPENSES

The Chancellor, with Governing Board approval, 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.

## A.8. 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 section 6.1., Grievance Procedure. Members shall have the right to appeal decisions of the Professional Growth Committee on aforementioned activities to the Professional Growth Review Committee.

## A.9. BUDGET

| | 1999-2000 |
|---|---|
| Travel | $275,600 |
| Projects | 209,400 |
| Sabbaticals | 725,000 |

Monies allocated for the fiscal year will be fungible between travel and project accounts. The Professional Growth Committee will make a recommendation to transfer funds to the Vice Chancellor for Student and Educational Development who will approve the transfer.

## A.10. CLERICAL SUPPORT

Clerical support will be provided for the Professional Growth Committee through the Office of the Vice Chancellor for Student and Educational Development. The Vice Chancellor will be expected to provide no more than one-half (1/2) of a nine (9) month clerical position to support the Faculty Professional Growth Committee. Efforts will be made with regard to space requirements for the committee, its files, and other materials/equipment.

## APPENDIX B

## BENEFITS

### B.1. TRAVEL EXPENSES

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

### B.2. EMPLOYEE BENEFIT PROGRAM

#### B.2.1. Benefit Credits

##### B.2.1.1.

The District will contribute benefit credits toward the employee's Flexible Benefits Program according to the medical coverage chosen by the employee (see table below). For an employee with a service date prior to July 1, 1994, the cashout amount will be limited to eighty-five percent (85%) of the full-time employee's unused benefit credits and sixty-five percent (65%) of the half-time employee's unused benefit credits. For an employee with a service date July 1, 1994, or later, the cashout amount will be limited to 50% of the employee's unused benefit credits.

| Medical Coverage | Benefit Credits |
|---|---|
| Waiver or employee only | 3,800 |
| Employee and child/children | 4,874 |
| Employee and spouse | 5,079 |
| Employee and family | 5,539 |

##### B.2.1.2.

The Flexible Benefits 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 absences.

#### B.2.2. Insurance

##### B.2.2.1. Hospitalization/Major Medical

The faculty member may purchase hospitalization/major medical insurance according to the Flexible Benefits Program.

##### B.2.2.2. Income Disability Coverage

According to the core program of the Flexible Benefits 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.

##### B.2.2.3. Term Life Insurance

According to the core program of the Flexible Benefits Program, the District will provide basic life insurance coverage of fifteen thousand dollars ($15,000). The faculty member may purchase additional life insurance according to the Flexible Benefits Program.

### B.3. DISTRICTWIDE EMPLOYEE BENEFITS ADVISORY COMMITTEE

The District Faculty Association will have two (2) representatives on the Districtwide Employee Benefits Advisory Committee.

## B.4. REIMBURSEMENT FOR UNUSED SICK LEAVE: RETIREMENT OR DEATH IN SERVICE

**B.4.1.**

A faculty member who has a minimum of ten (10) years of satisfactory service (without a break in service) at the time of retirement or death from the District shall have his/her final preretirement contract amount adjusted to reflect payment, on a proportional basis, for unused accumulated sick leave allowance. This transaction will eliminate the balance of his/her accumulated sick leave.

**B.4.2.**

The amount of the contract adjustment shall be computed as follows: The daily salary rate of the last current contract of the retiree/deceased will be multiplied by twenty-five percent (25%), this product not to exceed forty dollars ($40) per day. This product will then be multiplied by the number of unused sick days to determine the retirement/death benefit.

| Years of Service at Death or Retirement | Maximum Number of Unused Accumulated Sick Days Allowed |
|---|---|
| Fifteen (15) or more | Two hundred (200) |
| Ten (10) to fifteen (15) | One hundred fifty (150) |

**B.4.3.**

For the purpose of implementing this section, and for payment of unused sick leave, retirement shall apply to those appointive faculty who are accepted into the Arizona State Retirement System. A faculty member may also request to participate in the District Active Retirement Program without jeopardizing the pay for unused sick leave. This option may not be exercised more than once in this District.

## B.5. LEAVES OF ABSENCE

### B.5.1. Sick Leave

**B.5.1.1.**

Members on a nine (9) month contract are granted ten (10) days of sick leave per year. Other faculty covered by this Article are allowed days proportionate to the number of months of annual employment. Faculty employed less than full time are allowed sick leave days prorated in the same manner as their salaries. These days are accumulated indefinitely. Such sick leave shall be credited to said faculty members as earned. Each member shall be given an accounting of sick leave upon written request to the Employee Benefits Office.

### B.5.1.2. Bereavement Leave and Catastrophic Illness/Imminent Death Leave

**B.5.1.2.1.**

Bereavement Leave (not chargeable to any other kind of leave), may be used up to but not in excess of 5 working days (40 hours) due to the death of an employee's spouse/partner, father, mother, grandfather, grandmother, child, foster child, brother, sister, grandchild, stepchild, stepfather, stepmother, or spouse's father, mother, grandfather, grandmother, or in-laws in any one incident. (Bereavement is a paid leave.)

**B.5.1.2.2.**

Catastrophic Illness/Imminent Death Leave may be used up to but not in excess of 5 working days (40 hours), due to the Catastrophic Illness/Imminent Death of an employee's spouse/partner or family member of the employee or employee's spouse follows: father, mother, stepfather, stepmother, grandfather, grandmother, child, stepchild, foster child, brother, sister, grandchild, or in-laws in any one incident. Catastrophic Illness is defined as..... (Catastrophic Illness/Imminent Death is a paid leave separate from any other leave.)

**B.5.1.2.3.**

The appropriate college president/Vice-Chancellor may, when circumstances warrant, grant Bereavement or Catastrophic Illness/Imminent Death Leave to any employee based upon the Catastrophic Illness/Imminent Death or death of a person other than those listed.

**B.5.1.2.4.**

In addition, travel time outside the state, not to exceed 5 working days (40 hours) for Catastrophic Illness/Imminent Death and not to exceed 5 working days (40 hours) for bereavement in any one incident, may be charged against accrued sick leave.

**B.5.1.3.**

All provisions of sick leave apply when a member is prevented by illness from starting to work at the beginning of the contract year. However, should a member fail to appear at the beginning of the contract year for any reason other than illness, leave and salary for that contract year will be reduced proportionately by the time elapsed prior to assumption of duties.

**B.5.1.4.**

The Vice Chancellor Quality and Employee Development may, at the request of the College President or appropriate District official, require satisfactory evidence to substantiate illness absences, and may under certain conditions require that the faculty member, at District expense, be examined by appropriate health professionals (including but not limited to physicians, psychologists, psychiatrists) selected by the District. The Faculty Association President will be informed of the District's intention to require such examinations.

**B.5.2. Personal Time**

**B.5.2.1.**

Personal time, not to exceed 3 days (24 hours) per year (non cumulative), may be granted for an activity which can be accomplished only on the work day involved. Examples may include assisting a relative in an emergency situation, an appointment with a professional, a funeral, etc. Pre-approval is not required. As much advance notice as possible should be given for scheduling purposes. Such absences will be charged to the employee's sick leave.

**B.5.2.2.**

One additional day may be approved in advance by the appropriate College President/Vice-Chancellor. Such absences will be charged to the employee's sick leave.

**B.5.2.3.**

A member may be granted leave to participate in a professional or civic duty without loss of salary if prior written approval is granted by appropriate College President/Vice Chancellor. If a faculty member receives compensation for a professional or civic activity, such compensation shall be deposited with the College Fiscal Officer or appropriate District official.

### B.5.3. Family and Medical Leave

Family and Medical Leave will be provided to regular full-time and regular part-time eligible employees not to exceed 12 weeks within a 12 month period for adoption or childbirth, to care for an ill child, parent, or spouse, or for the employee's own illness. The leave may be a paid or unpaid leave based upon the employee's accrued time available. Accumulation of accrued time will continue while the employee remains in a paid status. Accumulation of accrued leave will cease when the employee goes into an unpaid status but previously earned benefits will be held in suspense for the employee. The District will continue to pay the flexible benefits for the insurance coverage selected by the employee during the Family and Medical Leave.

### B.5.4. Medical Leave of Absence

Should an employee request more time after exhaustion of the Family and Medical Leave, an employee may request a medical leave of absence for personal health reasons, (up to 9 months with up to 10 years of service, and up to 15 months with 10 or more years of service). A physician's statement, acceptable to the appropriate QED staff or designee, must be received. Accumulation of accrued time will continue while the employee remains in a paid status. Accumulation of accrued time will cease when the employee goes into an unpaid status, but previously accrued benefits will be held in suspense for the employee. An employee who is granted a leave under this section will return to the position which he/she left. Failure to return from a Medical LOA will result in automatic termination.

### B.5.5. Extended Personal Leave of Absence

Should an employee request more time for personal reasons after exhaustion of the Family and Medical Leave, an Extended Personal Leave of Absence may be requested in 6 month increments and must be approved by the appropriate supervisor, college president/Vice Chancellor with concurrence of the Vice Chancellor QED. Accumulation of accrued time will continue while the employee remains in a paid status. Accumulation of accrued time will cease when the employee goes into an unpaid status, but previously accrued benefits will be held in suspense for the employee. An employee who is granted an approved leave under this section will return to the position which he/she left. Failure to return from an approved, extended personal leave will result in automatic termination.

### B.5.6. Leave of Absence for Personal Reasons

Should an employee not be eligible for a Family and Medical Leave or not be eligible for an Extended Personal LOA, a Personal Leave of Absence for personal reasons may be requested in 6 month increments and must be approved by the appropriate supervisor, college president/Vice Chancellor with concurrence of the Vice Chancellor QED. Accumulation of accrued time will continue while the employee remains in a paid status. Accumulation of accrued time will cease when the employee goes into an unpaid status. An employee who is granted an approved leave under this section will return to the position which he/she left. Failure to return from an approved personal leave will result in automatic termination.

If known in advance, an employee may request a Personal Leave of Absence longer than 6 months with approval from the supervisor, college president/Vice Chancellor with concurrence from the Vice Chancellor QED.

### B.5.7. Medical Leave (Job-Related Disability)

Any member requiring a medical leave due to a job-related disability may return, within two (2) years, to the same or a similar position upon evidence that the member can perform in a satisfactory manner. This evidence will be the result of an examination by a doctor employed by the Governing Board.

## B.6. Insurance Coverage During a Disability

### B.6.1. Insurance Coverage During a Medical LOA

The District will continue to pay the flexible benefits for the insurance coverage selected by the employee based upon the following schedule:

| Years of Service | Premium Payment |
|---|---|
| zero (0) to five (5) | six (6) months* |
| over five (5) | twelve (12) months* |
| over ten (10) | eighteen (18) months* |
| | *includes FMLA |

### B.6.2. Insurance Coverage During An Extended Personal Leave of Absence

The District will continue to pay the flexible benefits for the insurance coverage selected by the employee during the Extended Personal Leave for the first twelve (12) weeks in a 12 month period. After twelve (12) weeks, the employee may continue to pay for the insurance coverage selected during the approved extended leave.

### B.6.3. Insurance Coverage During A Leave Of Absence For Personal Reasons

The District will continue to pay the flexible benefits for the insurance coverage for the first twenty-four weeks in a 12 month period. After twenty-four weeks, the employee may continue to pay for the insurance coverage selected during the approved leave of absence.

## APPENDIX C

## EXTRA PAY FOR EXTRA DUTY

### C.1. INTRODUCTION

**C.1.1.** For the academic year 1999-2000, the dollar amounts included in the following sections of this appendix shall be increased by the same percentage as the salary schedule and be rounded off to the nearest fifty cents ($.50). The sections that are covered by this automatic increase and rounding are sections C.3.2., C.3.3., C.4.1., C.4.2., C.5., C.7., C.8., C.12., C.14., C.15., C.18., and C.19.

**C.1.2.** Full-time Residential Faculty are to be given first consideration when extra pay for extra duty assignments are staffed.

### C.2. AUTHORITY TO ESTABLISH RATES OF PAY AND PAYMENT

Authority shall be delegated to the Vice Chancellor Quality and Employee Development from the Governing Board to establish rates of pay and to authorize such payments that may not be specifically covered by this policy. Such action shall be reported to the Governing Board in an informational manner; and, where possible, a uniform rate shall be included in the policy the year following its establishment through this provision.

### C.3. TEACHING ASSIGNMENTS BEYOND THE REGULAR BASE CONTRACT

**C.3.1.** Except for Department/Division Chairs, during the contract year, faculty may not teach to exceed 6.0 load hours per semester in addition to their regular base contract. Deans of Instruction or designee(s) may approve additional load hours up to a maximum of 7.5 per semester under unusual circumstances. Addition to their contract for duties other than teaching are not included in this limit. For Department/Division chairpersons, teaching assignments beyond the regular base contract are subject to the provisions of Appendix D., Section D.1.3.

**C.3.2. Teaching Assignments Beyond Days of Accountability**

A teaching load (following completion of 195 days of accountability in a contract year) shall consist of not more than fifteen (15.0) load hours, of which not more than nine (9.0) load hours may be concurrent.

**C.3.3. Overload Rate**

During the academic year 1999-2000, Residential Faculty members and retired MCCCD Residential Faculty members shall be paid at the rate of five hundred forty dollars ($540) per load hour.

### C.4. SERVICE FACULTY ASSIGNMENTS BEYOND THE REGULAR BASE CONTRACT (INCLUSIVE OF SUMMER)

**C.4.1.** During their contract assignment, service faculty who perform identical or similar duties (other than academic advising) on a scheduled basis, in addition to their regular assignment, shall be paid at the rate of thirty-five dollars ($35) per clock hour for such work. Holidays that fall on the faculty member's regularly scheduled day will be paid. A service faculty member shall not be employed for more than six (6) additional clock hours per week in assignments the same as or similar to his/her regular duties.

**C.4.2.** For work performed outside of the base contract (before or after the contract year of 195 days of accountability), service faculty will be paid at thirty-five dollars ($35) per clock hour for the academic year 1999-2000 for performing such duties that are identical or similar to those that they perform during their regular contract assignments.

## C.5. PAY FOR COMMUNITY SERVICE ACTIVITIES (NONCREDIT)

A residential faculty member who works in the community services (noncredit) program beyond his/her base contract (including time periods which may be before or after the required 195 days of accountability) shall be paid at the rate of twenty-two dollars and fifty cents ($22.50) per clock hour for the academic year 1999-2000. No residential faculty member shall be so employed for more than six (6) hours per week.

## C.6. LOAD HOUR AND/OR TEACHING LIMITATIONS

It is the intent of this policy to assure maximum instructional capabilities and to assist faculty in their professional endeavors; and, therefore, load limitations listed in section C.3. of Appendix C shall include any combination of teaching assignments, service faculty assignments, and/or community service (noncredit) assignments.

## C.7. RESIDENTIAL FACULTY SERVING AS ACADEMIC ADVISORS

Residential faculty who serve, in addition to their regular base contracts, as advisors (including time periods which may be before or after the required 195 days of accountability) shall be paid at the rate of twenty-three dollars ($23) per clock hour for the academic year 1999-2000.

## C.8. RESIDENTIAL FACULTY PAY FOR EDUCATIONAL DEVELOPMENT AND/OR PROFESSIONAL GROWTH TYPE PROJECTS (NO STUDENT CONTACT)

**C.8.1.** Residential faculty employed to complete professional growth projects or to participate in educational development projects (no student involvement) in addition to their base contracts (including time periods that may be before or after the required 195 days of accountability) shall be paid at the rate of eighteen dollars ($18) per clock hour for the academic year 1999-2000. Such work is not to be included in the weekly limitation (see section C.3. of Appendix C) and shall be submitted on a Request for Personnel Services and paid on a time ticket or through an extended contract. All such work shall be completed after, and in addition to, the required hours of accountability.

**C.8.2.** Faculty who produce materials while performing such nonteaching activities as described above shall retain the right to the copyrights or patents for such materials. However, the District will retain the unlimited right for students and staff to use the materials without payment of royalties. This right will apply to any subsequent revisions of the materials.

## C.9. HONORARIUM PAYMENTS

Payment of an honorarium to members may be allowed under the following conditions:

**C.9.1.**

A guest appearance for a scheduled event.

**C.9.2.**

Shall be approved in advance through the College President.

**C.9.3.**

Shall not exceed one hundred dollars ($100) per appearance, which shall be interpreted to mean per date of appearance.

**C.9.4.** Honorarium payments exceeding one hundred dollars ($100) may be approved by the College President or designee for workshops and other appearances that exceed the normal time frame for a typical guest appearance.

## C.10. CO-OP/INTERNSHIP (HEALTH OCCUPATIONAL, CLINICAL AND PRACTICUM NOT INCLUDED IN THIS SECTION)

For 1999-2000, the rate of pay will be two hundred ten dollars ($210) per student.

**C.11. FORUM SERIES**

(Residential Faculty participation) Not to exceed four (4) presentations per year at five hundred dollars ($500) per performance.

**C.12. SUBSTITUTE PAY**

Faculty who serve as substitutes (in addition to their regular hours of accountability) in the instructional program (including the evening program) will be paid at the rate of fifteen dollars ($15) per each twenty-five (25) minutes or major portion thereof for the academic year 1999-2000.

**C.13. PAY FOR SUPERVISION OF THE EVENING PROGRAM**

Compensation will be at the rate of two-tenths (0.2) load hour per section, with concurrent sections calculated as a single section, not to exceed thirty (30) sections per semester.

**C.14. PAY FOR EVALUATION OF VISITING FACULTY**

When a faculty member evaluates a visiting faculty member serving in the evening program, he/she shall be paid at the rate of fifteen dollars ($15) per each twenty-five (25) minutes or major portion thereof for the evaluation visit for the academic year 1999-2000.

**C.15. NONCLASSROOM INSTRUCTIONAL ACTIVITIES**

Academic Year 1999-2000

| Activity | Pay | Additional Contract Weeks |
|---|---|---|
| Band, Director | 2,376 | 2 weeks @ $567.00 for each 30 hour week (With appropriate college approval may be released for three semester hours per academic year rather than receiving the stipend.) |
| Assistant(s) | 1,913 | 1 week @ $567.00 for each 40 hour week |
| Choir, Director(s) | 1,913 | (With appropriate college approval may be released for three semester hours per academic year rather than receiving the stipend.) |
| Speech Activities, | | |
| Director(s) | 2,376 | |
| Assistant(s) | 1,913 | |
| Theatre, Director(s) | 2,055 | per major production, not to exceed four (4) per academic year |
| Musical Theatre Director | 2,055 | per major production, not to exceed four (4) per academic year |
| Opera, Director(s) | 2,055 | per major production, not to exceed four (4) per academic year |
| Student Government Advisor(s) | 1,913 | |
| Intramural Director(s) | 1,913 | |
| Dance Concert Director | 2,055 | per major production, not to exceed four (4) per academic year |

**C.16. RADIO AND TELEVISION INSTRUCTION**

**C.16.1.**

Thirty-five (35) students in English composition classes, 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:

**C.16.1.1.** Radio Instruction (live or initial): One (1.0) load hour/credit hour.

**C.16.1.2.** Radio Instruction (residual): One-half (0.5) load hour/credit hour.

**C.16.1.3.** TV Instruction (live or initial): Two (2.0) load hours credit hours.

**C.16.1.4.** TV Instruction (residual): One-half (0.5) load hour/credit hour.

**C.16.2.**

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.

## C.17. COURSE MANAGERS

**C.17.1.**

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:

**C.17.2.**

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

## C.18. ATHLETIC STIPENDS

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

| | Stipend | Release Time |
|---|---|---|
| Assistant Athletic Director | $1,807 | |
| Archery | 4,075 | 1.5 load hours |
| Head Baseball & Softball Coach | 5,526 | 3.0 load hours |
| Assistant Baseball & Softball | 3,434 | |
| Head Basketball | 5,387 | 3.0 load hours |
| Assistant Basketball | 3,258 | 1.5 load hours |
| Cross Country | 3,434 | 1.5 load hours |
| Head Football Coach | 6,661 | 4.5 load hours |
| Assistant Football | 4,075 | 1.5 load hours |
| Golf | 3,755 | 1.5 load hours |
| Head Soccer | 4,711 | 3.0 load hours |
| Assistant Soccer | 2,938 | 1.5 load hours |
| Tennis | 3,755 | 1.5 load hours |
| Head Track Coach | 4,711 | 3.0 load hours |
| Assistant Track | 2,938 | 1.5 load hours |
| Head Volleyball | 4,570 | 3.0 load hours |
| Assistant Volleyball | 2,621 | 1.5 load hours |
| Head Wrestling | 5,387 | 3.0 load hours |
| Assistant Wrestling | 3,258 | 1.5 load hours |
| Trainer—Football | 1,700 | |
| Trainer—Basketball/Wrestling | 1,523 | |
| Trainer—Baseball/Track/Other | 958 | |
| Trainer—Women Volleyball/Cross Country | 958 | |
| Trainer—Women Basketball | 958 | |
| Trainer—Women Softball/Track and Field | 958 | |

## C.19. ATHLETIC DIRECTOR PAY AND REASSIGNED TIME

### C.19.1. Pay for Sport

| Men's Sports | | Women's Sports | |
|---|---|---|---|
| Football | $1,312 | Basketball | $1,312 |
| Basketball | 1,312 | Track | 918 |
| Soccer | 918 | Softball | 918 |
| Track | 918 | Volleyball | 918 |
| Baseball | 918 | Cross Country | 918 |
| Cross Country | 525 | Archery | 525 |
| Wrestling | 525 | Tennis | 525 |
| Tennis | 525 | Golf | 525 |
| Golf | 525 | | |

### C.19.2. Reassigned Time

**C.19.2.1.** 12 hours per year for 8 sports

**C.19.2.2.** 15 hours per year for 9 sports

### C.19.3. Summer Pay

**C.19.3.1.**

2 weeks prior to fall term (30 hours @ $22.50 per hour) $675 per week.

**C.19.3.2.**

2 weeks following spring term (30 hours @ $22.50 per hour) $675 per week.

**C.19.3.3.**

Additional weeks (30 hours @ $22.50 per hour) may be approved by the College President but are not guaranteed.

## C.20. OCCUPATIONAL PROGRAM COORDINATORS

Appropriate remuneration for members serving as Occupational Program Coordinators for active programs will be determined by the College President.

**APPENDIX D**

**DEPARTMENT/DIVISION CHAIRPERSONS/OCCUPATIONAL**

**PROGRAM COORDINATORS**

## D.1. DEPARTMENT/DIVISION CHAIRPERSONS

### D.1.1. Selection

Department/Division Chairpersons shall be selected from the membership of the department/division, as prescribed by the college plan, which has been developed by college Residential Faculty and submitted to the College President for approval. The college plan should describe the duties and responsibilities of the chairperson.

### D.1.2. Remuneration

Pay is determined at the rate of ten percent (10%) of the schedule base salary, plus an additional one percent (1%) of the schedule base for each Residential Faculty member of the department/division, including the chairperson, and one-half percent (1/2%) of the schedule base for each visiting staff member, each early/active retiree teaching within the department/division and each full-time staff member or equivalent supervised by the chair. Pay for part-time staff who are supervised and evaluated by the Department/Division Chairperson shall be prorated (e.g., two half-time staff members equal one full-time staff member).

### D.1.3. Overload Teaching

Department/Division Chairpersons will not teach on an overload basis during the day program. Exceptions, based on exigency, can be individually authorized by the appropriate operational Dean.

### D.1.4. Administrative Reassigned Time, Clerical Support, and Summer Extended Contract Hours as Related to Department/Division FTTE

#### D.1.4.1.

Administrative load reduction, clerical support, and summer extended contract hours will be determined by the number of FTTE in each department/division, adjusted as of the forty-fifth (45th) day of the fall semester. The number of FTTE in the department/division will be determined by dividing the total teaching load in the department/division by fifteen (15) and rounding up to the nearest whole number.

#### D.1.4.2.

Division/department reassigned time: clerical, support, and extended contract hours

| Day FTTE for fall semester | Reassigned per Year | Clerical Support to Department/Division | | Summer Extended Hrs |
|---|---|---|---|---|
| 4–8.99 | 6.0 | 1/4–1/2 | 9 mos | 24 |
| 9–16.99 | 9.0 | 1/2 | 9 mos | 33 |
| 17–26.99 | 12.0 | 1 | 9 1/2 mos | 42 |
| 27 & Above | 15.0 | 1-1-1/2 | 9 1/2 mos | 51 |

#### D.1.4.3.

The figures listed above may be supplemented by the College President. Modifications of secretarial help may be made by the College administration in consultation with the Department/Division involved.

**D.1.5. Summer Extended Contract Hours—Rates of Pay**

Extended summer contract hours, if authorized by the appropriate operational dean, will be paid at the rate of thirty-four dollars and fifty cents ($34.50) per clock hour for summer 1999 and thirty-five dollars ($35) per clock hours for summer 2000. (In most cases, there will be a requirement that the Department/Division Chairperson be at the college just prior to the beginning of the fall semester.)

**D.1.6. Department/Division Chair Evaluation**

Each department/division chair shall be evaluated in the spring of each year in a manner prescribed by the appropriate operational dean. The evaluation shall include a review of the current year as well as planning parameters for the following year. Additionally, each department/division chair shall be evaluated annually by the faculty members in the department/division in a manner to be specified in the college plan developed by the college residential faculty and approved by the College President.

**D.1.7. Colleges With Both Divisions and Departments**

Colleges with both departments and divisions will develop a college plan for reassigned time and chairperson pay. This college plan will be developed by the college residential faculty and submitted to the College President for approval. The parameters for these plans shall be in general conformity to those outlined in section D.1. of Appendix D. The Vice Chancellor Quality and Employee Development will review the plan for internal consistency.

**D.2. OCCUPATIONAL PROGRAM COORDINATOR**

**D.2.1.**

Those faculty members who are responsible for coordinating approved occupational programs may receive remuneration or reassigned time as determined by the College President.

**D.2.2.**

The College President may award reassigned time in lieu of pay. If reassigned time is taken, the faculty member will not teach on an overload basis during the day program without administrative approval.

**D.2.3.**

A residential faculty member may not receive pay and/or reassigned time as both a Department/Division Chairperson and an Occupational Program Coordinator.

**D.2.4. Occupational Program Coordinator Evaluation**

Each Occupational Program Coordinator shall be evaluated in the spring of each year in a manner prescribed by the appropriate operational Dean. The evaluation shall include a review of the current year as well as the planning parameters for the following year.

**APPENDIX E**

**Maricopa Community College District**
**Residential Faculty Salary Schedule**
**1999-2000**
**Effective 7/1/99**

**2%**
**Base Salary**
**Credit Hour .33% $117.54**
**Vertical Increment 7% 2,493**

| Step | MA | MA+12 | MA+20 | MA+24 | MA+36 | MA+40 | MA+48 | MA+60 | MA+75 | Ph.D. |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 (0) | 35,617 | 37,027 | 37,968 | 38,438 | 39,848 | 40,319 | 41,259 | 42,669 | 44,433 | 46,196 |
| 2 (1) | 38,110 | 39,520 | 40,461 | 40,931 | 42,341 | 42,812 | 43,752 | 45,162 | 46,926 | 48,689 |
| 3 (2) | 40,603 | 42,013 | 42,954 | 43,424 | 44,834 | 45,305 | 46,245 | 47,655 | 49,419 | 51,182 |
| 4 (3) | 43,096 | 44,506 | 45,447 | 45,917 | 47,327 | 47,798 | 48,738 | 50,148 | 51,912 | 53,675 |
| 5 (4) | 45,589 | 46,999 | 47,940 | 48,410 | 49,820 | 50,291 | 51,231 | 52,641 | 54,405 | 56,168 |
| 6 (5) | 48,082 | 49,492 | 50,433 | 50,903 | 52,313 | 52,784 | 53,724 | 55,134 | 56,898 | 58,661 |
| 7 (6) | 50,575 | 51,985 | 52,926 | 53,396 | 54,806 | 55,277 | 56,217 | 57,627 | 59,391 | 61,154 |
| 8 (7) | 53,068 | 54,478 | 55,419 | 55,889 | 57,299 | 57,770 | 58,710 | 60,120 | 61,884 | 63,647 |
| 9 (8) | 55,561 | 56,971 | 57,912 | 58,382 | 59,792 | 60,263 | 61,203 | 62,613 | 64,377 | 66,140 |
| 10 (9) | 58,054 | 59,464 | 60,405 | 60,875 | 62,285 | 62,756 | 63,696 | 65,106 | 66,870 | 68,633 |
| 11 (10) | 60,547 | 61,957 | 62,898 | 63,368 | 64,778 | 65,249 | 66,189 | 67,599 | 69,363 | 71,126 |
| 12 (11) | | | | 65,861 | 67,271 | 67,742 | 68,682 | 70,092 | 71,856 | 73,619 |

## APPENDIX F

## COMMON POLICIES

There are common policies adopted by the District Governing Board that apply to all employees in the District. There is agreement that the following policies will be removed from the Residential Faculty Policies and become part of the Common Policies. Until such time as these policies are formally adopted by the District Governing Board, they shall remain in force as contained in the 1989-90 Residential Faculty Policies.

Additions, changes, or deletions to the Common Policies will be in accordance with the procedural operations of the Common Policies Committee.

Employment Requirements
Military Leave
Jury Duty
Voting in Public Elections
Governing Board Rights
Arizona State Retirement Program
Social Security Program
Hiring of Relatives
Tax Sheltered Annuities
Industrial Compensation
Tuition Waivers
Employee Policy Manual Distribution
Early Retirement