FACULTY AGREEMENT

2022-2023

(Effective July 1, 2022)

Published by the Maricopa County Community College District, Human Resources Division

The Maricopa County Community College District does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status, or genetic information in employment or in the application, admissions, participation, access and treatment of persons in instructional programs and activities.

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PREAMBLE

This Faculty Agreement is entered into by and between the Governing Board of the Maricopa Community Colleges, the Interim Chancellor of the Maricopa Community Colleges (on behalf of the Administration), the Maricopa Community Colleges Faculty Association (on behalf of all Residential Faculty), and the Adjunct Faculty Association Employee Group (on behalf of all Adjunct Faculty). Each party recognizes the District's mission is to provide the highest quality of education to its students, and each acknowledges the responsibility and obligations of the other toward this mission. All parties pledge their commitment to supporting and maintaining the highest professional standards through adherence to this agreement.

At its regular meeting on March 22, 2022, the Governing Board adopted the FACT Dissolution Resolution in which the Chancellor was charged to "create an implement a new structure that overcomes current challenges and provides both Residential and Adjunct Faculty individual and appropriate voice and representation in policy recommendations, as required by shared governance and accreditation criteria, by no later than June 30,2022." The resolution further states that upon implementation of the new structure the currently existing FACT structure will be dissolved, but "For no period of time should a Faculty Agreement cease to be in effect" for either Residential or Adjunct Faculty.

This means that the 2022-2023 Faculty Agreement, effective July 1, 2022, will remain in effect until a new structure that meets the requirements of the Governing Board's resolution is fully implemented.

ARTICLE 1 DEFINITIONS

A

Appointive Status

Appointive status may be attained by a Residential Faculty member at the beginning of his/her sixth consecutive year calculated from the start date of the first probationary period. (Hereinafter called "Appointive Residential Faculty.")

B

Board

The term Board refers to the Governing Board of the Maricopa County Community College District.

C

Charter, Department/Division

The Charter is a document developed by each college's Departments and/or Divisions that reflects how the Department/Division has determined to organize itself and make decisions. The purpose of the Charter is to allow Departments and Divisions flexibility in their self-governance while ensuring transparency and participation as appropriate by all Residential and Adjunct Faculty within the unit. A Charter template outlines the required and recommended components of the Charter and is reviewed by the college's Faculty Senate.

College Faculty Staffing Advisory Committee

The College Faculty Staffing Advisory Committee will consult with Department/Division Chairs and other appropriate personnel in order to make recommendations on the staffing of Residential Faculty positions. This committee consists of the appropriate instructional administrator and at least four (4) Residential Faculty appointed by the Faculty Senate President. The instructional administrator will be a nonvoting member of this committee.

Relevant data related to the college will be provided to the committee by the appropriate college personnel as requested by the College Faculty Staffing Advisory Committee. Relevant data includes, but is not limited to, the Residential/Adjunct Faculty ratio by discipline, the FTTE/FTSE ratio by discipline, FTSE by discipline, headcount by discipline, and the number of budgeted Residential Faculty lines at the college. The committee's recommendations will be delivered to the College President.

College Plan

The College Plan is a document developed by each college's Residential Faculty, in collaboration with its Adjunct Faculty and Administration, and approved by the College President. It describes the selection, evaluation, duties, and responsibilities of the Department/Division Chair and the duties and responsibilities of other Faculty roles, including the occupational program director. Colleges with both divisions and departments will also describe the allocation of reassigned time and Chair pay. The College Plan may also contain other provisions as agreed upon. In no case may the College Plan conflict with the provisions of the Faculty Agreement.

Common Pages Committee

The Common Pages Committee is a Chancellor-approved District committee consisting of an official representative of each employee group.

Complainant

See Article 20 for definition.

D

Day

Unless otherwise stated, the term "day(s)" in the Faculty Agreement means calendar day(s).

Department/Division Chair

A Department/Division Chair is a Residential Faculty member with administrative functions. Rio Salado College's faculty model does not include Department/Division Chairs and so is exempt from this definition.

District

The term District refers to the Maricopa County Community College District.

F

Facilitator

See Article 20 for definition.

Faculty, Adjunct

Adjunct Faculty are Faculty members employed in an instructional or service capacity on a part-time, term-to-term, non-appointive basis.

Faculty, All

References to All Faculty include Residential Faculty and Adjunct Faculty as defined herein.

Faculty, Instructional

Instructional Faculty's designated responsibility is to serve as an instructor for a specific section of a course, or a number of different courses, offered within the District.

Faculty, Residential

Residential Faculty are Faculty members who hold probationary or appointive status.

Faculty, Service

Service Faculty's designated responsibility is to serve as a Counselor or Librarian, or to serve in an educational development role per the terms of a Special Services Assignment or a Request for Personal Services.

Faculty Administration Collaboration Team (FACT)

The Faculty Administration Collaboration Team (FACT) is the entity designated by the Governing Board, through the Chancellor, to make recommendations pertaining to the Faculty Agreement. FACT employs an interest-based problem-solving approach and includes an equal number of representatives from Residential Faculty, Adjunct Faculty, and the Administration.

Faculty Agreement

The Faculty Agreement is a document that outlines the current working conditions for a specific academic year for All Faculty as agreed upon by the Residential Faculty, Adjunct Faculty, and Administration, and presented to the Chancellor for approval by the Maricopa Community Colleges Governing Board.

Faculty Agreement Review Process

The Faculty Agreement Review Process exists for the purpose of interpretation and recommendation for change in the Faculty Agreement. (See Article 25.)

Faculty Senate Presidents

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

Faculty Service Areas (FSA)

A Faculty Service Area is the area or areas in which Faculty perform their duties. For Residential Faculty, the primary FSA is the FSA in which the majority of the Residential Faculty member's instructional load is taught over the most recently completed academic year. For Service Faculty, the primary FSA is the service area in which the faculty member has worked the majority of hours over the most recently completed academic year.

A secondary Faculty Service Area is any non-primary FSA in which a Residential Faculty meets the minimum hiring qualifications for the FSA. If an FSA has different requirements for Appointive Faculty than for Probationary Faculty, the Residential Faculty member must meet the minimum qualifications consistent with the member's appointive or probationary status.

Fall Full-Time Student Equivalent (FFTE)

The Fall Full-Time Student Equivalent (FFTE) is calculated by dividing the total number of attempted credits of all students (part-time and full-time) by 15, which would represent the total number of students if all students were enrolled full-time.

G

Governance, Faculty

Faculty are charged with determining the processes for implementing shared governance within the Faculty ranks. Residential Faculty have primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, Faculty status, and those aspects of integrated student support which relate to the educational process. Adjunct Faculty are encouraged to participate where the opportunity arises.

Governance, Shared

See Article 2 for definition.

Grievance

A Grievance is an alleged misapplication, misinterpretation, or violation of a specific provision(s) of the Faculty Agreement or Administrative Regulations that adversely affects the grievant. Initiation of a Grievance is the procedure by which a grievant may challenge a decision rendered by a supervisor. Matters not specifically covered by the Faculty Agreement or Administrative Regulations should be addressed through the Resolution of Controversy process.

The outcomes of the following items are not grieve-able:

- Article 21.5.2. Residential Faculty Member Dismissal - Probationary and Appointive
- Article 16 Retain and Retrain Policy
- Article 10.2.7. Increment and/or Salary Increase Withholding for Individual Faculty Members
- Article 13 Professional Growth
- Article 17 PARC Decision
- Title IX
- EEO

Grievance File

See Article 20 for definition.

Grievant

See Article 20 for definition.

I

Individual Development Plan (IDP)

The Individual Development Plan is an annual professional growth process through which Probationary Faculty document their instructional expertise, professional development, and service to the department/division, college, and district. The Peer Assistance and Review Committee (PARC) evaluates the IDP, and the IDP serves as the basis for recommendations related to probationary contract renewal and appointive status.

Instructional Councils

Instructional Councils are discipline/service area Faculty committees formed to improve communications and coordination among and between Faculty working in common instructional/service areas. Membership in the Instructional Councils will be appointed by the Department/Division Chair at each college with the consent of the majority of the Residential Faculty in the appropriate discipline. The appointee will be qualified in the appropriate discipline. The Department/Division Chairs will report the appointments to their college's Faculty Senate President. Policies governing Instructional Councils are found in the current "InstructionalCouncil Guidelines." Matters involving Instructional Councils are subject to Resolution ofControversy. (See Article 20.3.)

Interest-Based Problem Solving (IBPS)

A process of Problem Solving used by the ongoing Faculty Agreement development process that focuses on working together collaboratively to find solutions to issues.

Investigation

See Article 21 for definition.

J

Just Cause

See Article 21 for definition.

L

Load

An instructional load hour equivalent is a unit of measure used for the purposes of calculating required time for instruction, service, and accountability. One lecture hour (50 minutes based on Carnegie unit) equals 1.00 instructional clock hour equivalent. Instructional contact may be provided by either Instructional or Service Faculty. Faculty who are reassigned to non-instructional duties will be accountable to perform such duties for at least two clock hours per week for each load hour of reassignment.

M

Mediator

See Article 20 for definition.

Meetings for Problem Solving

See Article 20 for definition.

Memorandum of Understanding (MOU)

MOUs are district-wide agreements between the leadership of the Adjunct Faculty, the Faculty Association, and the Chancellor/Provost. MOUs are by nature reactive to external requirements and allow MCCCD to address issues that require timely response that cannot otherwise be addressed within the regular FACT process time frame.

O

Occupational Program Director (OPD)

The role and responsibilities of the Occupational Program Director shall be defined in the College Plan. Rio Salado College's faculty model does not include Occupational Program Directors and so is exempt from this definition.

P

Peer Assistance and Review Committee (PARC)

The Peer Assistance and Review Committee consists of the appropriate instructional administrator and at least four (4) trained, Appointive Residential Faculty appointed by the Faculty Senate President in collaboration with the appropriate college Vice President. PARC will evaluate all Probationary Residential Faculty Individual Development Plans and make recommendations to the College President related to the renewal of the probationary appointment, and when appropriate, the granting of appointive status.

President, Adjunct Faculty Association

The Adjunct Faculty Association President serves as the chair of the board and chief executive of the Adjunct Faculty Association and carries out the duties of the office as designated by the Adjunct Faculty Association Board.

President, Faculty Association

The Faculty Association President is the elected representative of all Residential Faculty.

Probationary Status

Probationary status is assigned to all Residential Faculty members who have not attained Appointive status. (Hereinafter called "Probationary Residential Faculty.")

In order to earn credit toward appointive status, a Probationary Residential Faculty must meet the following three conditions:

1. Undergo evaluation each calendar/academic year according to the procedures in Article 17.

2. Accumulate unpaid absences for less than 20% of his/her accountability days per semester.

3. Meet all conditions established in Article 17.

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

Program, Day

The Day Program delineates the 196 consecutive days between mid-August and mid- May of which 170 of those days shall be days of accountability, and 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.

Program, Evening

The Evening Program delineates the 196 consecutive days between mid-August and mid-May, of which 170 of those days shall be days of accountability, and shall be Monday through Friday and shall encompass programs taught and/or supervised beyond those hours defined by the Day Program.

Program, Summer Program

The Summer Program delineates the time between the day after the last day of spring accountability and the day before the first day of fall accountability.

R

Reassigned Time

Residential Faculty may be reassigned from teaching duties to fulfill other important roles within the college and district when such reassignment serves a public purpose for the district's benefit and the district's payments are reasonable in light of the benefits it receives.

Representation

See Article 20 for definition.

Residential Faculty Professional Growth Appeals Committee

The Faculty Professional Growth Policy Review Committee serves as the Faculty Professional Growth Appeals Committee. Appeal decisions will require a 2/3 majority vote of the committee. The basis for an appeal shall be to review potential salary placement errors. During an appeal, errors found both in favor of and against the appellant shall be corrected.

Residential Faculty Professional Growth Committee

The Residential Faculty Professional Growth Committee is a Chancellor-approved District committee consisting of the Provost, a representative from the Vice President of Academic Affairs Council, and two (2) Residential Faculty representatives from each college. The Residential Faculty representatives will be appointed by the Faculty Senate Presidents from each college. The Faculty Association President, or designee, will serve ex officio and be a non-voting member.

Residential/Adjunct Faculty Ratio

The residential/adjunct ratio is defined as follows:

$$\text{residential/adjunct ratio} = \frac{\text{residential load hours}}{\text{total load hours}} : \frac{\text{adjunct load hours}}{\text{total load hours}}$$

The total load hours in the formula above is the sum of Residential and Adjunct Faculty instructional load hours for the Fall and Spring semesters for the prior academic year (excluding Rio Salado). For this computation, residential overload hours and OYO/OSO instructional load hours are counted as residential load hours.

Resolution of Controversy (RoC)

A RoC process will be available for All Faculty to resolve workplace conflicts that are not grievances. This process may be used to resolve issues such as, but not limited to, poor communication, differing values, differing interests, scarce resources, adverse employment conditions, and personality clashes. Initiation of a RoC process is the procedure by which a complainant may challenge a decision rendered by a supervisor that is not grievable.

Retaliation

See Article 20 for definition.

S

Scope of Grievance or Resolution of Controversy

See Article 20 for definition.

Seniority

Seniority shall be based on continuing Residential Faculty employment and shall date from the time of first paid service as a Residential Faculty member (i.e., "tenure-track date" captured in HCM).

Supervisor

See Article 20 for definition.

T

Timelines

See Article 20 for definition.

V

Variance

Variances are a subset of MOUs that can apply at both the college, multi-college, or district-level. Variances are driven by internal interest in innovation and allow for piloting different approaches as ideas emerge. FACT approves variances, which can happen outside of the annual FACT process time frame, and variances can be approved for longer than the one-year period limit of MOUs.

W

Works Made for Hire Doctrine

Normally, under copyright law, those who create a copyrightable work, own that work. That is,

unless the creator is an employee who creates a work as part of their work responsibilities, in which case the work typically belongs to the employer under the Works Made for Hire Doctrine. MCCCD recognizes an academic exception to the Works Made for Hire Doctrine. Additional information is found in Article 4.

Written Decisions

See Article 20 for definition.

ARTICLE 2 FACULTY ROLE IN SHARED GOVERNANCE

Since 1966, higher education associations representing faculty, administration, and governing boards have endorsed shared governance as a staple of American higher education (American Association of University Professors, American Council on Education, and the Association of Governing Boards, 1966).

"Shared governance is one of the basic tenets of higher education, . . . and effective shared governance creates a healthy campus environment that can more easily act on needed change and emerging opportunity." (Association of Governing Boards, Shared Governance: Changing with the Times, 2017).

"Governance of a quality institution of higher education will include a significant role for faculty, in particular with regard to currency and sufficiency of the curriculum, expectations for student performance, qualifications of the instructional staff, and adequacy of resources for instructional support." (Higher Learning Commission).

At MCCCD, Shared Governance, while recognizing the non-delegable statutory duties of the Governing Board, nonetheless:

- reflects collaboration among faculty, staff, administrators, students, and the governing board;
- recognizes and values the expertise and responsibilities of faculty, staff, administrators, and the governing board;
- provides a venue and gives voice to common concerns, as well as to issues unique to specific groups;
- depends on open communication and transparency in planning and implementation;
- invites all constituencies to participate as true partners in problem solving; and
- supports the shared vision of a community of colleges – colleges for the community – working collectively and responsibly to meet the life-long learning needs of diverse students and communities.

2.1 Non-Delegable Board Duties

It is recognized that state and federal law vest the Board with certain powers and duties that may not be delegated, limited or abrogated by agreement with any party. If any clause or provision in this document should be found to be unenforceable or invalid, it shall not have an effect on any other clause in this Policy Document. The FACT process (regarding resolving disagreements) shall be used to arrive at a mutually satisfactory replacement for such provision.

2.2. Participation in Educational Policy Making

Faculty are charged with determining the processes for implementing Shared Governance within the faculty ranks. Residential Faculty have primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, Faculty status, and those aspects of integrated student support which relate to the educational process. Adjunct Faculty are encouraged to participate where the opportunity arises.

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

administrative regulations affecting All Faculty shall be discussed, before implementation, with All Faculty at the appropriate level. 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 All Faculty.

2.3. Governing Board Meetings

The Faculty Association President and the Adjunct Faculty Association President shall be accorded sufficient time at all regular Governing Board meetings to present Faculty views.

All Faculty, including the Faculty Association President, and the Adjunct 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 Faculty Association President and the Adjunct Faculty Association President at the same time and in the same form as those furnished the Governing Board.

2.4. Budget Formulation Participation

The Faculty Association, Adjunct Faculty Association, and All Faculty shall receive reasonable notice of District budget-formulation meetings. Representatives of the Faculty Association and Adjunct Faculty Association shall 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 Faculty Senate Presidents and College Adjunct Faculty Representatives or designees prior to their college's budget submission to CFAC. The Faculty Senate President or designee and College Adjunct Faculty Representative 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 Faculty Senate Presidents and Adjunct Faculty Association Representative before submission to CFAC.

The Faculty Association President, Adjunct Faculty Association President, Campus Adjunct Faculty Representatives, and the Faculty Senate Presidents shall have access, through their Faculty representatives on CFAC, to all budget development materials made available to CFAC members. The Faculty Association President and Adjunct Faculty Association President shall be provided, upon request, any available supporting materials related directly to issues brought before CFAC.

2.5. Faculty Work Assignments

The MCCCD assigns work to All Faculty for the direct benefit of the District and its students. All Faculty members serving in the governance roles designated herein shall be compensated for the time spent preparing for, and participating, in, college and district educational policy making (per 2.2) and other activities beneficial to achieving the District's vision, mission, and values.

Representative activities include but are not limited to:

- board meeting attendance (per 2.3.);
- budget formulation (per 2.4.);
- recruitment and selection committees (per. 5.6.);

- providing a supportive network for new and existing Residential and Adjunct Faculty that promotes greater satisfaction and retention of All Faculty;
- providing an additional channel of communication among and between All Faculty, the Governing Board, the Chancellor, and the Chancellor's Executive Council;
- identifying interests and concerns of the Residential and Adjunct Faculty that may otherwise go unrecognized, providing recommendations or strategies to address these interests or concerns, and participating in the Faculty Agreement Development process and other processes as needed; and
- collaborating with other employee groups, and other MCCCD groups and committees, to develop a climate that allows all students, Residential Faculty, Adjunct Faculty, and employees to succeed.

Work assignments will not be used to influence the outcomes of elections or otherwise violate applicable law.

2.5.1. Governance Roles Workload Hours

Workload hours will be as follows:

2.5.1. Governance Roles

District Governance	Workload Per Year
Faculty Association President*	30.0 Load Hours
Faculty Association President Elect	15.0 Load Hours
Faculty Association Past President	15.0 Load Hours
Adjunct Faculty Association - to be allocated among AFA Officers and Campus Representatives at the AFA's discretion.	60 Load Hour Equivalents 24 Load Hours
Residential Faculty FACT Members	12.0 Load Hours
Adjunct Faculty FACT Members	12.0 Load Hour Equivalents
* The Faculty Association President and the Adjunct Faculty Association President may also receive Load Hours in an amount to be determined annually by the Provost based on the volume of work to be accomplished over the summer.	

2.5.1.1. College Governance Roles

College Governance	Workload Per Year
Senate President	
Number of Residential Faculty at College	
0 – 199 Faculty	12.0 Load Hours
200 – 249 Faculty	15.0 Load Hours
250 or more Faculty	18.0 Load Hours
Adjunct Faculty Representative	Additional pay in an amount equivalent to 3.0 Load Hours

2.5.2. Residential Faculty Professional Growth Committee

The Residential Faculty Professional Growth Committee shall consist of two (2) subcommittees. The two subcommittees are Faculty Professional Growth/Sabbaticals and Travel. Each subcommittee Chair shall be selected by the Faculty Association Council of Presidents from among the members of the Residential Faculty Professional Growth Committee. Each Chair shall receive 3.0 load hours per year. At the end of each Academic year, each Chair will issue a written report outlining accomplishments, problems, and recommendations to the FPG Policy Review Committee and the Provost.

Each of the Residential Faculty Professional Growth Committee college representatives shall be awarded reassigned time according to the following scale:

2.5.2. Reassigned Time

Number of Residential Faculty at College	Reassigned Time per year
20 – 125	3.0 Load Hours
126 – 199	4.5 Load Hours
200 – 270	6.0 Load Hours
Over 270	9.0 Load Hours

Additional load reassignment may be granted by the Chief Human Resources Officer to Residential Faculty and the Faculty Association upon payment of all replacement costs to be computed at the overload rate given in Article 10.3.4.

ARTICLE 3 ACADEMIC FREEDOM

3.1 Academic Freedom

All Faculty are entitled to instructional freedom in discussing their subject with students, and they should exercise their best effort to ensure topics are relevant to their subject. Residential Faculty, in consultation with Adjunct Faculty, will determine curriculum and relevant subject matter for courses, recommend the appropriate pedagogy, textbooks, and other materials relevant to teaching their subject.

All Faculty shall maintain the right and responsibility to determine grades and other evaluations of student performance.

Outside of class, when Residential and Adjunct Faculty express themselves as citizens or as public employees, they shall be free from institutional censorship or discipline. When acting as citizens, Residential and Adjunct Faculty will exercise their best efforts to indicate that they are not speaking for the institution and to conduct themselves as scholars and representatives of higher education. When acting as public employees, Residential and Adjunct Faculty will be allowed to speak freely on all matters of institutional governance, as is necessary to support a robust system of shared governance.

All Faculty are entitled to freedom in research and in the publication of the results consistent with the provisions of Article 4 Intellectual Property Rights.

3.1.2. Committee on Academic Freedom

The Committee on Academic Freedom (CAF) is charged with providing academic freedom, education, and training, serving as a source of expertise for collegial dispute resolution, and for promoting a culture conducive to academic freedom and freedom of expression.

ARTICLE 4 INTELLECTUAL PROPERTY

MCCCD recognizes the academic exception of the Works Made for Hire Doctrine for All Faculty whose work, disseminated in print or electronically, is created independently at the Residential and Adjunct Faculty member's own initiative with the ordinary use of resources such as a library, office space and equipment, and computer and network facilities.

4.1. Works Commissioned or Sponsored by MCCCD

A work developed by Residential or Adjunct Faculty, disseminated in print or electronically, that has been commissioned or sponsored by MCCCD requires a signed written contract prior to the development of the work. MCCCD commissioned or sponsored works are defined as works with specified outcomes, that include the provision of compensation, such as additional financial payment or reassign time for the Residential or Adjunct Faculty developing the work, and may include the use of substantial MCCCD resources.

The contract for commissioned or sponsored works will include the following provisions:

- MCCCD can perform, communicate, or otherwise enjoy full use of commissioned or sponsored work for internal instructional, educational and administrative purposes without payment of royalty, license fee, or similar considerations.
- The Residential or Adjunct Faculty member who has developed the commissioned or sponsored work and seeks financial gain must obtain prior written approval from MCCCD for the use, sale, or licensing of it.
- Other provisions may be negotiated by the Residential or Adjunct Faculty member and MCCCD and added to the contract. These may include the ability to edit and control the presentation of the work, the ability to change and update materials over time, the ability to create derivative or related works, and the sharing of costs and revenues associated with the commercialization of such work.

4.2. Use of Royalty-Bearing Works Produced by Faculty

A Residential or Adjunct Faculty member shall not, in connection with any class, suggest or require that a student purchase instructional materials which the Residential or Adjunct Faculty member has produced, and from the purchase of which the Residential or Adjunct Faculty memberor the Residential or Adjunct Faculty member's designee is entitled to royalty or similar consideration, unless the materials have been:

- produced by a "recognized independent publisher," defined as a commercial entity in the business of publishing books, periodicals, and similar instructional materials, and which performs editorial, printing, distribution, marketing, and other functions typically associated with commercial publishing at the publisher's expense; and
- previously approved for students' purchase by the Vice President of Academic Affairs at the college where the Residential or Adjunct Faculty member teaches the class.

4.3. Prohibition Against Residential or Adjunct Faculty Compensation for Unpublished Works

A Residential or Adjunct Faculty member shall not have any financial interest in or receive compensation from the sale of any unpublished instructional materials required or suggested for a class that the Residential or Adjunct Faculty member teaches.

ARTICLE 5 PROFESSIONALISM AND ENGAGEMENT

5.1. Professional Code of Ethics for All Faculty

Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth**.** To this end, professors devote their energies to continuously developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

As teachers, professors encourage and protect the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors foster honest academic conduct and ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates, even when it leads to findings, practices, and conclusions that differ from their own. Professors acknowledge academic debt and strive to be objective in their professional judgment and supervision of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution and for maintaining the highest professional standards through a meaningful culture of peer review.

As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize respectfully and seek revision. Professors give priority to their paramount responsibilities within their institution when determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

As members of their community, professors maintain the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their College. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Working in collaboration with staff and Administration, Residential and Adjunct Faculty are the primary connection between students and the knowledge, skills, and habits of mind necessary for them to become informed, employable, and successful citizens.

5.2. In-Residence

Inherent in the role of Residential Faculty are the following: engagement with students; service on college and district committees; participation in shared governance; support and engagement of Faculty colleagues; awareness and understanding of the college culture; and availability to respond to and participate in essential college issues. In order to meet the professional obligations and expectations of Residential Faculty, a consistent, equitable, and reasonable availability of time spent at the college each week is necessary. Therefore, Residential Faculty must be physically present at their assigned locations, outside class instruction or primary non-instruction service responsibilities, two or more days per week. While all Residential Faculty must meet the in-residence requirement, some faculty roles, such as Service Faculty, may perform duties that require them to be present more often at specific locations each week to meet student and college needs.

Course modality should be based upon best practices of teaching and learning and the needs of students. The in-residence requirement applies to all Residential Faculty regardless of the modality of the courses that constitute their load. Residential Faculty schedules must reflect their instruction or primary service responsibilities per Section 5.4.

Exceptions to the in-residence requirement for Residential Faculty are limited and can be addressed locally by the VPAA or designee in consultation with the Department/Division Chair and Human Resources.

5.3. Residential Faculty Accountability/Professional Responsibilities

As full-time exempt employees, Residential Faculty support MCCCD's central mission of teaching and learning. It is inherent in the professional role of Residential Faculty that additional hours, outside of teaching, are necessary for the enrichment of the Colleges, District, and external communities.

Instructional Residential Faculty members consistently meet the accountability standard of thirty (30) hours of professional responsibilities per week, including but not limited to the following representative ways:

- meeting all classes as scheduled, including comprehensive course preparation and assessment;
- holding a minimum of five (5) scheduled student support hours reflective of the Residential Faculty member's teaching schedule, posting the time and location of scheduled student support hours so that they are publicly accessible to students;
- being in residence as defined in Article 5.2;
- participating in department, division, College, and/or District activities, including conducting course assessment and/or program development and review as defined in Article 1 and other assignments made pursuant to this section; and
- participating in a combination of the areas that meet the requirements of the Faculty Evaluation Plan (FEP) or the Peer Assistance and Review (PAR).
- Service Residential Faculty members consistently meet the accountability standard of thirty-five (35) hours of professional responsibilities per week, in the following representative ways:

- providing professional services to students and/or Residential Faculty;
- being in residence as defined in Article 1;
- participating in department, division, College, and/or District activities, including conducting course assessment and/or program development and review as defined in Article 1 and other assignments made pursuant to this section; and
- participating in a combination of the areas that meet therequirements of the Faculty Evaluation Plan (FEP) or the Peer Assistance and Review (PAR).

Residential Faculty may be required to participate in non-teaching events associated with professional responsibilities by the Chancellor or designee. Reasonable notification of such assignment 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 such as convocation and commencement, academic advisement, and such other activities as may reasonably be required for the full and proper discharge of the Residential Faculty member's responsibilities.

All Faculty shall meet their hours of accountability/professional responsibilities within the parameters of the day program as defined in Article 1 unless initially hired under different circumstances or amended by mutual consent to meet program or student need.

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

5.4. Faculty Assignments

It is customary for Instructional Residential Faculty to teach 15.0 load hours of classes per semester as a part of their 30 weekly hours of professional responsibilities. When Residential Faculty accepts faculty-appropriate, substantial, complex, non-teaching assignments to advance the mission of the College at the request of the Administration, the College President may reduce the teaching load of the Residential Faculty to provide needed time to achieve the assigned task. For each 1.0 load hour reduction in teaching, the instructional Residential Faculty member shall be accountable for two (2) hours of work per week.

Such work shall be part of the hours of accountability/professional responsibilities. Other paid activities beyond the base contract will not be considered part of the hours of accountability/professional responsibilities.

Service Faculty fulfill thirty-five (35) hours of professional responsibilities per week. Hours of accountability for Service Faculty who teach classes will be reduced at the rate of two hours and twenty minutes for each teaching load hour. To meet the thirty-five (35) hours per week of accountability/professional responsibilities, Service Faculty members are required to meet scheduled Department/Division assignments and other College/MCCCD-related activities as defined in Article 1.

When Service Faculty accept Faculty-appropriate, substantial, complex, non-teaching assignments to advance the mission of the College at the request of the administration, this work shall count towards their 35 hours per week of accountability/professional responsibilities.

5.5. Teaching and Nonteaching Assignments for Faculty

The Department/Division Chair and Residential or Adjunct Faculty members, in consultation with the appropriate Administrator, will determine teaching/service assignments with the final approval of the College President. Residential Faculty members will be permitted to teach/serve in the evening/weekend program to make their load.

Within accountability/professional responsibilities, all Residential Faculty members are required to share equitably responsibilities of teaching/service and non-teaching/non-service assignments.

The assignment of Residential or Adjunct Faculty to classes is based upon student need while recognizing instructor preferences and expertise. Residential Faculty have a right to 15.0 load hours per semester and are assigned this load on a priority basis.

Overload classes for Residential Faculty (when assigned) will be assigned after base load classes have been assigned to Residential Faculty. If desired by the Residential Faculty and approved by the Chair, or designee, Residential Faculty may be assigned up to 25.0 load hours per semester.

Adjunct Faculty may be assigned up to 9.0 load hours per semester. If desired by the Adjunct Faculty and approved by the Vice President of Academic Affairs, or designee, Adjunct Faculty may be assigned up to 12.0 load hours per semester depending upon course availability, understanding there may be Arizona State Retirement System contribution implications.

Chairs, or designees, seek to minimize instructor changes once assignments are made. The Chair shall inform the Vice President of Academic Affairs, or designee, of any Residential or Adjunct Faculty who are removed from a class within two weeks of the class start date for reasons other thanclass cancellation.

Any disputes between the Chair, or designee, and Residential or Adjunct Faculty regarding class assignments, will be resolved by invoking the use of the Resolution of Controversy Procedure: Level 1 and Level 2. Consistent with Level 2, the Vice President's decision is final.

The College President, or designee, shall develop a list of approved extracurricular assignments, with the advice and recommendation of the Faculty Senate President. Residential Faculty who maintain a work schedule outside normal hours of accountability will collaborate with their Department/Division Chair to create appropriate scheduling accommodations, including accommodations to ensure Residential and Adjunct Faculty members are not routinely required to be physically present more than five (5) days in any seven (7) day work week. If an alternate work schedule is created, the appropriate administrator will be notified.

5.6. Notification of Faculty and Exempt Non-Faculty Posted Vacancies

The Faculty Association President and Adjunct Faculty Association President shall receive printed or electronic notice of Residential Faculty and exempt non-Faculty (formerly MAT) personnel posted vacancies. Residential Faculty shall be advised, via electronic mail of Residential Faculty transfer opportunities by District Human Resources.

5.7. Recruitment and Selection of All Faculty

All new Residential and Adjunct Faculty must meet MCCCD minimum requirements and any additional standards as recommended by the relevant Instructional Council, approved by the Chancellor, or designee, and on file with the District Human Resources.

At the direction of appropriate college personnel and with the concurrence and assistance of Human Resources, individual Colleges will establish screening/selection processes to fill

Residential and Adjunct Faculty vacancies. Their processes will include the active participation of the appropriate members of the Faculty and/or other appropriate directors of employment. For Residential Faculty positions, college screening/interview 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/interviewing committee will forward a written, ranked list. (In the event the screening/interviewing 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.)

All Faculty who participate on screening/interviewing committees will undergo training offered through the District Human Resources Division prior to commencing a screening/interviewing process. Training updates will be provided by the District Human Resources Division as needed.

5.8. Faculty Screening of Administrative Personnel

Residential and Adjunct Faculty participation on screening and interviewing committees shall be utilized in the selection of new College and District administrative personnel. The College Senate Faculty President will recommend Residential Faculty to serve on screening and interviewing committees for College administrative personnel. The District Faculty Executive Council will recommend Residential Faculty to serve on screening and interviewing committees for District administrative personnel. The Adjunct Faculty Association will recommend Adjunct Faculty to serve on screening and interview committees for both College and District administrative personnel.

5.9. Exempt Employees Assigned to Residential Faculty

An exempt employee who has not previously held appointive status and is being assigned to Residential Faculty, must be certified in the discipline to which he/she is assigned, 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 Residential Faculty member prior to assignment as an exempt employee, he/she would meet the current hiring requirements if the assignment to Residential Faculty is in the same Residential Faculty position that the exempt employee previously held. The employee shall interview with the Department/Division Chair in the discipline. The Chair will forward a recommendation to the Vice President of Academic Affairs. The assignment must be approved by the College President, who will consult with the appropriate Vice President and Department/Division Chair, and the Faculty Senate President. The Department/Division Chair will informally consult members of that Department/Division. Such exempt employees shall be given credit toward the probationary period for any prior years with the District as a Residential Faculty member.

The FACT will develop a mutually satisfactory process for facilitating the transition of interested Residential Faculty members to the Administration in the 2020-21 FACT cycle.

5.10. Personal Rights

MCCCD recognizes that the personal lives of Residential and Adjunct Faculty members is not an appropriate concern of the MCCCD, provided it does not affect the Residential or Adjunct Faculty members' effectiveness in fulfilling professional obligation(s).

5.11. Membership in and Representation by Professional Organizations

Residential and Adjunct Faculty members have complete freedom in selecting the professional organizations they may join or refrain from joining.

5.12. Contract Year

The academic year for Residential Faculty shall consist of 196 consecutive days between mid-August and mid-May, of which 170 shall be days of accountability and shall be Monday through Friday. The contract year commences on July 1st and continues through June 30th.

Exceptions to the above may be made, by mutual agreement between the Faculty member and the College President, so long as the Residential Faculty member's work load is equivalent to that required in other sections of this policy manual. Such exceptions must also be approved by the Chief Human Resources Officer, or designee.

5.12.1. Prorated Extended Residential Faculty Contracts

Contract criteria include:

A. Mutually agreeable prorated Residential Faculty contracts of a duration greater than 196 days, may be approved by the College President after consultation with the Department/Division Chair of the involved discipline/service area.

B. The maximum length of a prorated extended contract is ten (10) weeks. To ensure consistency and equity in the proration of extended contracts, the provisions of Article 10.3.5 shall apply.

C. Instructional Faculty are to meet thirty (30) hours of professional responsibilities per week and Service Faculty are to meet thirty-five (35) hours of professional responsibilities per week during prorated extended contract periods.

D. The College President may prohibit a Residential Faculty member on an extended contract from accepting additional MCCCD contracts during the extended contract period.

5.12.2. 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, Veterans Day, Thanksgiving Break, Winter Break, Martin Luther King Jr. Day, Presidents' Day, Spring Break (five [5] days), and Memorial Day. The foregoing will be paid days only if they fall within the Residential or Adjunct Faculty members' contractual period.

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

5.12.3. Semester Preparation

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

ARTICLE 6 TOOLS FOR INNOVATION AND ADAPTABILITY

Just as consistency and stability are important virtues for large institutions, so too are the ability to innovate and adapt to better serve students or the institution. The Faculty Agreement provides the necessary consistency and stability and can also stimulate opportunities for adaptation and innovation. The following tools support innovation while still adhering to the language of the Faculty Agreement.

6.1. Memoranda of Understanding (MOUs)

As new opportunities and challenges arise, it may become necessary to revise an article in the Faculty Agreement or to consider a matter not contemplated by the Faculty Agreement in a more expedited time frame than can be addressed by the standard FACT procedures. Under such circumstances, the Provost by the direction of the Chancellor, the Faculty Association President, and the Adjunct Faculty Association President may sign an MOU to alter any section of the Faculty Agreement for a time not longer than one academic year pending Governing Board approval, at which time it may be considered for incorporation into the Faculty Agreement in the upcoming academic year through the standard FACT procedures. For an MOU to be considered, the Provost must notify the FACT of the issue under consideration and demonstrate that the issue cannot be addressed using the standard FACT procedures.

If the issue addressed by an MOU is determined to only apply at the local level for one or more Colleges but not the entire District, the MOU must be signed by the College President(s) in addition to the Provost, Faculty Association President, and Adjunct Faculty Association President.

All MOUs approved by the Governing Board will be included as addenda to the FacultyAgreement for as long as they are current. If an MOU is rejected by the Chancellor or the Governing Board, detailed and substantive feedback will be provided concerning the rejection.

6.1.1. Enhanced Variances to the Faculty Agreement

In general, MOUs are applied in situations where a rapid solution to external conditions is needed. MOUs can also be used to foster intentional innovative change through the Enhanced Variance process. If any provision(s) of the Faculty Agreement prove to be an impediment to a local institutional innovation, the innovators may apply for a variance to the Faculty Agreement, allowing them to operate under alternative guidelines for a pilot or proof of concept.

The FACT will develop and maintain an application for a variance to the existing Faculty Agreement that will require a College to provide specific information, including: (A) the length of time requested for the variance to be piloted (not to exceed four consecutive semesters not counting summer); (B) the impact the variance will have on the working conditions of Adjunct and Residential Faculty; (C) the alternative rules that will be applicable (if any); (D) the impact the variance will have on interactions with students; and (E) a justification for the request including goal and assessment metrics. The requested variance cannot negatively impact Residential or Adjunct Faculty base salaries as

established in the Faculty Agreement. To ensure complete constituent involvement, and for the variance application to be considered complete, it must be signed by the College's Faculty Senate President, the Adjunct Faculty Representative, and the College President.

Completed variance applications will be forwarded to the FACT for review at the next regularly scheduled meeting. The FACT may reject a variance application for the following reasons: (A) the information provided is not thorough enough to demonstrate thevariance meets the basic application criteria – specifically that the variance is actionable and measurable and will not have a detrimental impact on students and faculty; (B) the request exceeds the length of time limit; (C) the signature of the College Faculty Senate President, the Adjunct Faculty Representative, or College President is missing; (D) the variance requested is in violation of state or federal law; or (E) the FACT plans to proposenew Faculty Agreement language by the end of the semester in which the variance application is submitted that will substantially impact the variance request. If not approved,the FACT will return the variance application to the College President with an explanationfor non-approval so that the College has the ability to modify the variance application andresubmit the request. When approved by the FACT, the proposed variance will beforwarded to the Chancellor or designee to complete the MOU process outlined above. This process shall include approval by the Faculty Association President and the Adjunct Faculty Association President. If supported, the proposed variance will be included for approval on the next Governing Board meeting agenda. If approved by the Governing Board, the variance, including all information provided in the variance application, will bedocumented in the current Faculty Agreement under Appendix A: *Currently Approved Variances to the Faculty Agreement* as well as in the appropriate College Plan.

Each College with an approved variance will submit a variance evaluation form within 60 days of the end of the first semester and at the end of the approved variance time period; the College may also voluntarily complete a variance evaluation form at any time during the approved variance time period. Based upon the variance evaluation form(s), a College can decide to discontinue a variance and return to following the Faculty agreement after consultation with the College's Faculty Senate President and Adjunct Faculty Association Representative and then sending written notification to the FACT signed by the College President. The FACT will notify the Chancellor of the change and will remove the variance from the Faculty Agreement. Similarly, if a College fails to submit the variance evaluation form, it will be assumed the College no longer desires to operate under the variance and the FACT will notify the Chancellor and the College of the change and will remove the variance from the Faculty Agreement.

If a College would like to continue a variance past the approved time period, the College may resubmit a variance application and must attach the associated variance evaluation form(s). If approved again, the time period for a continued variance will be extended up to eight (8) consecutive primary semesters (not counting summer) unless incorporated into the Faculty Agreement. A College can also request a variance be approved for up to five years if the variance is directly associated with a state or federal grant for which the variance is critical. The FACT will review all variance evaluation forms and will identify variances that could prove to be valuable at scale across the District and consider incorporating these variances into future changes to the Faculty Agreement using the standard FACT procedures.

Any alternative rules approved by FACT that are put in place during the variance, will be considered part of the Faculty Agreement for the purpose of Faculty members operating

under the variance, including filing grievances and utilizing other conflict management provisions of the Faculty Agreement.

6.2. College Plan

The College Plan is a document developed by each College's Residential Faculty, in consultation with its Adjunct Faculty and Administration, and approved by the College President. It describes the selection, evaluation, duties, and responsibilities of the Department/Division Chair and the duties and responsibilities of other faculty roles, including the occupational program director. Colleges with both divisions and departments will also describe the allocation of reassigned time and Chair pay. The College Plan may also contain other provisions as agreed upon and provides opportunity for the College to pilot other innovative solutions to local challenges. When in conflict, the Faculty Agreement, including approved variances and MOUs, supersedes the CollegePlan.

6.3. Department/Division Charters

The Department/Division Charter is a document developed by each College's Residential Faculty, in consultation with its Adjunct Faculty, for each of the College's departments and/or divisions. The Charter is a tool available to assist in the design and development of innovative strategies in process and conflict resolution at the most local level. The Department/Division Charters will align with the College Plan.

ARTICLE 7 LEADERSHIP

7.1. Faculty Leadership

FACT acknowledges that while this policy went into effect July 1, 2021. Colleges needed time to scaffold the changes throughout the first year of implementation and the implementation was required to be completed by June 30, 2022.

Residential and Adjunct Faculty undertake leadership roles to promote student success and advance the missions of the Colleges. Formal leadership roles related to the operation of Departments and Divisions are detailed in this section and include Department/Division Chair and designees of the chair such as Department/Division Assistant Chair, Occupational Program Director, Academic Program Director, Service Program Director, Lab Technician Supervisor, Lead Faculty, Course Coordinator, Clinical Coordinator, and Adjunct Faculty Evaluator.

All individuals serving in leadership roles shall be available to faculty, staff, and students. The specific on-site days and hours will be determined in consultation with the Department/Division Chair, Occupational Program Director, Academic Program Director, Service Program Director, or appropriate Dean or Vice President. Hours will be scheduled and posted. All individuals serving in leadership roles shall be available via email, videoconferencing, and/or phone during hours determined in consultation with the Department/Division Chair, Occupational Program Director, Academic Program Director, Service Program Director or appropriate Dean or Vice President.

7.2. Department/Division Chair

The position of Department/Division Chair is a faculty leadership position held by a Residential Faculty member.

7.2.1. Eligibility

For *first consideration,* any eligible candidate who is a Residential Faculty member in the Department/Division with appointive status and in good standing may be selected for the position of Department/ Division Chair. If there are no Residential Faculty in the Department/Division who meet this eligibility requirement and are interested in serving in the Chair role, a *second consideration* of eligible candidates will include any Residential Faculty member with appointive status and in good standing at the College and any probationary Residential Faculty member in year two or later and in good standing within the Department/Division.

7.2.2. Election Process

The Residential Faculty of each Department/Division shall elect a Chair from among eligible candidates in a manner prescribed by the College Plan starting with the *first consideration* of eligible candidates. If there are no eligible candidates for first consideration, the Residential Faculty of the Department/Division will elect a Chair from among the *second consideration* of eligible candidates. If the election includes second consideration candidates, the elected candidate must receive at least 51% of the votes of the total number of Residential Faculty in the Department/Division.

Information from annual evaluations for Residential Faculty who have previously served as a Department/Division Chair, including feedback from Adjunct Faculty and department/division staff, will be collected by the Department/Division and provided to all Residential Faculty in advance of the election process. Information from the Adjunct Faculty Association's annual Adjunct Faculty survey will also be provided in advance.

7.2.3. Training

The role of Chairs is among the most important in any academic institution. To be successful in this role, significant support by the College is necessary. One method of support will be a comprehensive professional development program known as the Faculty Leadership Academy. The Faculty Leadership Academy will be designed through ongoing contributions of Chairs, feedback from those they lead, and input from other co-workers. The goal of this Academy is effective and principled decision-making in every situation by every Chair. Partners in the development and delivery of the Faculty Leadership Academy will include Residential Faculty, Adjunct Faculty, Administration, and MCLI. The Faculty Leadership Academy will include, but not be limited to, developing mastery in shared governance and academic leadership in complex organizations; adapting to a constantly evolving landscape in higher education; navigating administrative regulations and requirements; designing daily department/division operations; and solving employee relation challenges.

Ideally, the Faculty Leadership Academy training will be completed prior to serving in a Department/Division Chair role. Should the College Vice President and the Faculty Senate President agree that would be infeasible, the Faculty Leadership Academy will be completed within the first semester of service by the new Chair. Faculty Leadership Academy participants will receive a one-time stipend or FPG advancement upon completion of the program.

7.2.4. Duties

Department/Division Chairs are responsible for the supervision or management of a Department/Division within the College. Each Chair shall perform the following duties, in addition to any duties and responsibilities articulated in the College Plan unless such duties are reassigned to other supervisory faculty as outlined in Article 7.2.5. The Department/Division Chair will retain the non-delegable duties.

Non Delegable Duties

The Chair *may not* delegate the following duties:

1. Plan, manage, and oversee the Department/Division budget
2. Review and provide final approval for the evaluation of Adjunct Faculty
3. Review and provide final approval for Department/Division reports (e.g., annual reports, staffing requests, program reviews)
4. Facilitate Department/Division meetings
5. Address, manage, and work to resolve conflicts
6. Manage and work to resolve formally registered student concerns
7. Identify, select, and evaluate other supervisory and non-supervisory roles in accordance with procedures set forth in the College Plan

8. Communicate College and District objectives, policies, and procedures to Department/Division faculty and staff and to ensure adherence.

Delegable Duties

The Chair *may* delegate the following duties:

1. Manage program-specific budgets
2. Plan, manage, and oversee the Department/Division class schedule
3. Recruit, review and provide final approval for the selection of Adjunct Faculty
4. Participate as a representative for the Department/Division
5. Supervise and support Residential and Adjunct Faculty
6. Chair Residential Faculty position search committees
7. Evaluate Probationary Residential Faculty in accordance with the Faculty Agreement
8. Evaluate Adjunct Faculty
9. Supervise, support, and evaluate staff and temporary employees, according to the Staff Policy Manual
10. Supervisory duties including evening and summer supervision
11. Oversee occupational program (e.g., supervise faculty and staff, administer Advisory Council meetings)
12. Coordinate completion of required program reports (e.g., program reviews)
13. Plan, manage, and oversee the occupational program schedule

Job Title(s) with job assignments that are non-delegable

1. Department/Division Chair

Delegable duties can be assigned to all other Job Titles used by Departments/Divisions as determined by the College. *These can include but are not limited to:*

1. Assistant Chair
2. Evening Supervisor
3. Academic Program Director
4. Service Program Director
5. Lab Technician Supervisor
6. Lead Faculty
7. Course Coordinator
8. Clinical Coordinator
9. Adjunct Faculty Evaluator
10. Occupational Program Director

7.2.5. Compensation for Delegated Duties

Chair duties delegated to Residential and Adjunct Faculty within the Department/Division shall be appropriately compensated as determined collaboratively by the Chair, the Faculty member delegated the duty, and the VPAA, or designee. The College Plan will include a process by which the appropriateness of compensation for delegated work will be periodically reviewed to ensure relative consistency.

7.2.6 Department/Division Assistant Chairs/ Occupational Program Directors (OPD)

Based on the needs of the Department/Division, the Department/Division Chair may select one or more Assistant Chairs, in a manner prescribed in the College Plan, from the Faculty of the Department/Division. The Chair may revoke or renew delegated duties eachsemester according to the process outlined in the Department/Division Charter. Occupational program directors (OPDs) will be selected by Department/Division Chairs ina manner prescribed in the College Plan.

7.2.7 Remuneration

Stipends and reassigned time for department/division faculty leadership roles, including OPDs, are to be funded from each College's supervision budget. A given year's supervision budget is based on instructional load data from the prior year. Collegesupervision budgets can fall within a range that does not exceed or fall below 5% of the supervision budget formula below. For 2022-2023, each College will be allowed to maintainits current funding, regardless of whether it falls within the required range, but will be expected to either reduce spending to be within the 95-105% range by 2023-2024 or completean exemption process that will be developed by FACT.

A baseline supervision budget formula for each college will be determined using a base allocation of $336,100 and a supplemental allocation of $81 per instructional load hour for FY2023.

$$\text{Supervision Budget} = \$81 \times \text{Instructional Load} + \$336{,}100$$

The formula will be adjusted annually based on the most recent data available. The FY2024 formula will be based on the two most recent years of data. For subsequent years, the three most recent years of data will be used for the model.

The College Supervision Budget will be subdivided into two groups: Program Variability and Quantitative Factors.

7.2.7.1 Program Variability

Up to 10% of the College Supervision Budget may be set aside for program variability. These funds will be allocated to the departments/divisions to address supervision factors not adequately represented by instructional load. Such factors include but are not limited to additional funding for OPDs, special accreditation requirements, oversight of building spaces such as labs or libraries, number of FSAs within the department/division, supervision of non-Library/Counseling service faculty, and number of campuses where services are provided.

7.2.7.2. Quantitative Factors

At least 90% of the College Supervision Budget will be allocated to departments/divisions based on the quantitative factors of Fall Full-Time Student Equivalent (FFTE) (for Library and Counseling Faculty supervision)and Fall/Spring instructional load (for Instructional Faculty Supervision).

7.2.7.3. Determining Department/Division share of Quantitative Factors Allocation

The Faculty Supervision Allocation will be distributed across departments/divisions with a base allocation for each department/division ranging between 30% and 40% of the Quantitative Factors portion of the budget and the balance of the supervision funds being distributed proportionally based on load (for Instructional Faculty) or load equivalents (for Library and Counseling Faculty). The VPAA (or designee) in consultation with the Department/Division Chairs, will determine the base allocation for each Department/Division.

7.2.7.4. Load and Load Equivalents

The total number of Instructional Residential Faculty required by policy is equal to 60% of the Fall/Spring instructional load divided by 30 load hours. The total number of Residential Library Faculty required by policy is equal to Fall Full-Time Student Equivalent (FFTE) (inclusive of dual enrollment) divided by 1,000. The total number of Residential Counseling Faculty required by policy is equal to FFTE (inclusive of dual enrollment) divided by 1,000.

Since the contractual load for each Instructional Residential Faculty is 30 load hours total for the Fall and Spring semesters, each full-time Instructional Residential Faculty represents 30 load hours of work.

To establish parity between Instructional Faculty and Library/Counseling Faculty, each Library or Counseling Residential Faculty is defined to represent 30 load-equivalent hours of work.

Because 30 load-equivalent hours represents 60% of the work performed by Residential and Adjunct Library and Counseling Faculty, 50 load-equivalent hours represents 100% of the work performed by Residential and Adjunct Library and Counseling Faculty. The total amount of load-equivalents for Residential and Adjunct Library Faculty is determined by multiplying the number of Residential Library Faculty required by policy by 50 load-equivalents. The total amount of load-equivalents for Residential and Adjunct Counseling Faculty is determined by multiplying the number of Residential Counseling Faculty requiredby policy by 50 load-equivalents.

For Instructional Faculty, total load hours represent 100% of the work performed

by Residential and Adjunct Instructional Faculty.

Although some Library and Counseling Faculty generate load by teaching classes, the load-equivalents methodology already accounts for that time. To avoid double-counting, only load-equivalents are used to represent Library and Counseling Faculty workload.

7.2.7.5. Distribution Based on Load and Load Equivalents

The workload of a department/division is represented by the sum of the load and load-equivalents of the Residential and Adjunct Faculty working in the department/division. The balance of the Quantitative Factors portion of the budget after the department/division base allocation is deducted is distributed proportionally based on the total amount of load and load-equivalents in each department/division.

The Quantitative Factors percentage allocation for Instructional Residential Faculty supervision is figured by determining what percentage of the Residential Faculty required by policy are Instructional Faculty.

The Instructional Faculty Supervision Allocation will be distributed across instructional departments/divisions with a base allocation for each department/division ranging between 30% and 40% of the Instructional Faculty budget and the balance of the supervision funds being distributed proportionally based on instructional load. The VPAA (or designee) in consultation with the Department/Division Chairs, will determine the base allocation for each Department/Division.

The compensation for the Department/Division Chair listed above, is provided to perform the non-delegable and delegable duties in 7.2.4. If a Department/Division Chair chooses to solely perform all the delegable duties, he or she will receive the full compensation. A minimum of 60% of the Division's supervision budget, will be allocated to the Chair as compensation for non-delegable duties; any amount of the supervision budget allocated to the Chair over 60% to compensate for delegable duties, must be used for Chair reassigned time. If the Department/Division Chair determines to delegate any or all of these delegable duties to other Residential and/or Adjunct Faculty appointed to the leadership roles described herein, those faculty will be compensated commensurately based upon the duties they perform with the amount remaining in the Division's supervision budget.

The percentage of the budget allotted to OPDs must be determined between the Department/Division Chair, the VPAA or designee, and the OPD as appropriate.

7.2.7.6. Department/Division Chair Percentage Allocation

A department/division's supervision budget is the sum of the base allocation and the load/load-equivalents allocation.

Compensation for the Department/Division Chair is provided to perform the non-delegable duties and delegable duties in 7.2.4. If a Department Chair chooses to solely perform all the delegable duties, he or she will receive the full amount of the supervision budget. By default, a minimum of 60% of the department/division/s supervision budget will be allocated to the Chair as compensation for non-delegable duties; however, in unique situations it may be appropriate to allocate a lesser percentage to the Chair.

If it is proposed that the Chair receive less than 60% of the department/division supervision budget, a committee consisting of the Faculty Senate President, the affected Department/Division Chair, and the Vice President of Academic Affairs (or designee) will convene to discuss the proposal. By mutual consent, additional parties may be added to the committee. The committee will seek to reach consensus on the appropriate percentage allocation for the Department/Division Chair. In the absence of agreement, the Vice President of Academic Affairs (or designee) will determine the percentage of the department/division supervision budget which will be allocated to the Chair.

In addition to the reassigned time allocated within the 60% for the Chair, any amount of the supervision budget allocated to the Chair over 60% to compensate for delegable duties must be used for Chair reassigned time. If the Department/Division Chair determines to delegate any of all of these delegable duties to other Residential and/or Adjunct Faculty appointed to the leadership roles described herein, those faculty will be compensated commensurately based upon the duties they perform with the amount remaining in the Division's supervision budget.

7.2.7.7 Department/Division Chair Work In Accountability and Summer Terms

Department/Division Chairs, or designees, will be expected to work 40 hours between the end of accountability in May and the start of faculty accountability in August. Compensation for the department/division duties will be paid at the rate of fifty-three dollars ($53.00) per hour.

The size and complexity of some departments/divisions may necessitate additional summer work. When the Chair, or designee, and Vice President of Academic Affairs (VPAA), or designee, reach consensus on the need for additional work, the individual performing the work will be given an extended contract and paid at a rate of fifty-three dollars ($53.00) per hour. All extended contracts must be coordinated with and approved by the Vice President of Academic Affairs (VPAA), or designee.

In no case will a Department/Division Chair, or designee, be expected or required to perform summer work without appropriate compensation. In the absence of an extended contract, the supervisor of the Chair, or designee, shall perform the duties assigned to the Chair, or designee.

7.2.8 Overload Teaching

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

7.2.9 Administrative Reassigned Time and Clerical Support

Administrative load reduction and clerical support will be determined by the number of day FTTE in each Department/Division. The number of FTTE in the Department/Division will be determined by dividing the amount of load and load-equivalents in the Department/Division for Fall and Spring by 30 and rounding up to the nearest whole number.

Load and Load-Equivalents for Fall and Spring	Number of FFTE	Reassigned Time per Year	Clerical Support Positions
120-480	4 – 16	9.0	1.0
481-1,020	17 – 34	15.0	1.0 – 1.5
1,020 and above	35 +	18.0	2.0

The figures listed in the table may be supplemented by the College President. Modifications of clerical support help may be made by the College administration in consultation with the department/division involved.

7.2.10. Term Limits

The length of the term of Department/Division Chair and the number of consecutive terms a Chair is permitted to serve in a department/division shall be specified in the College Plan.

7.2.11. Department/Division Charter

The department/division Faculty shall create a charter which describes operational processes including, but not limited to, the process of identification and selection of departmental/divisional leadership roles, book selection, course assignments, meeting schedule, adjunct rights and support, and expectations of faculty within the department/division. Consultation with the Dean and/or VPAA is highly encouraged. The Charter shall be drafted in the Spring 2021 semester and submitted no later than September 1, 2021, to the Faculty Senate for review and adoption by no later than November 1, 2021. Once adopted, the charters will become effective January 1, 2022, made publicly available online by the Faculty Senate, and included in an Appendix to the College Plan.

Every College charter will include the process for reappointment of Adjunct Faculty members. After having been reappointed beyond an initial term, an Adjunct Faculty member who is subsequently notified of non-reappointment, will be advised of the reasons by their Department/Division Chair or assigned faculty supervisor that contributed to the decision upon request. Upon the Adjunct Faculty member's written request, the reasons will be confirmed in writing by the Department/Division Chair or assigned faculty supervisor.

7.2.12. Department/Division Faculty Leadership Evaluation

Each Department/Division Chair shall be evaluated annually by the appropriate Vice President, or designee, Residential Faculty members, Adjunct Faculty members, and staff in the Department/Division in a manner prescribed bythe College Plan. The evaluation shall include a review of the current year as well as plansfor the following year. The annual evaluations of the Department/Division Chair will be completed no less than thirty (30) days prior to the Department/Division Chair elections using a 360-review process.

Faculty leaders performing delegated duties, including Occupational Program Directors (OPDs), will be evaluated as prescribed in the College Plan.

7.2.13. Removal of a Department/Division Chair

Should circumstances warrant, a Department/Division Chair may be removed through the following two methods: administrative removal and faculty recall vote.

7.2.13.1. Administrative Removal of a Department/Division Chair

If a situation arises where there appears to be a need for the removal of a Department/Division Chair based upon a failure to fulfill the required duties, the Administrative Evaluation process will be followed as outlined in Article 20.6. Examples where the Administrative Evaluation process may be used by the Vice President of Academic Affairs (VPAA) to remove a Department/Division Chair include, but are not limited to, the following reasons:

- Failing to effectively fulfill the duties listed above,
- Committing a violation of Administrative Regulations and/or Board Policies, or
- Failing to honor the Faculty Professional Code of Ethics.

Once the Administrative Evaluation process has been completed, if it is determined that the Department/Division Chair will be removed from the assignment, the Residential Faculty within the department/division will recommend an Acting Chair to the VPAA. The VPAA shall appoint an Acting Chair who will serve up until a selection process for a new Department/Division Chair can be completed. The selection process for a new Chair will commence no later than the first week of accountability after the removal of the Chair.

If a Residential Faculty is removed from the Department/Division Chair assignment, the individual will be ineligible for consideration in the electionprocess for a new Chair for at least one full Chair term. The length of this ineligibility will be based upon the nature of the misconduct justifying the removal.The VPAA will be responsible for determining and communicating the length of the ineligibility period.

7.2.13.2. Recall of a Department/Division Chair by Residential Faculty Vote

A Department/Division Chair may also be recalled from the assignment by a recall vote of the Residential Faculty within the Department/Division. A Residential Faculty recall vote may be used under a variety of circumstances when evidence of

failed leadership on the part of the Chair is apparent. A request for a recall vote for a specific Department/Division Chair may be held up to twice in a semester.

Adjunct Faculty will be allowed to participate individually and collectively in an advisory capacity in the recall process, and this information will be made available to Residential Faculty in the Department/Division before the vote is cast.

The recall process will proceed as follows:

1. Initiation. Any Residential Faculty member in a Department/Division may confidentially request in writing to the VPAA that a recall vote be held.
2. Timeline. Within seven (7) accountability days, the VPAA will notify all Residential Faculty in the Department/Division, simultaneously with the Department/Division Chair, of the request for a recall vote. The vote will be held within fourteen (14) accountability days of the notification in consultation with the Faculty Senate and following the voting process outlined in the College Plan.
3. Results. At least sixty percent (60%) of Residential Faculty, or a simple majority where there are four or fewer Residential Faculty in the Department/Division, of the Residential Faculty eligible to vote, must vote in favor of the recall for the Department/Division Chair to be removed.
4. Transition. When the recall vote supports the recall of the Department/Division Chair, the Residential Faculty within the department/division will recommend an Acting Chair to the VPAA. The VPAA shall appoint an Acting Chair who will serve up until an election process for a new Department/Division Chair can be completed. The election process for a new Chair will commence no later than the first week of accountability after the recall of the Chair.
5. Eligibility Restrictions. If a Residential Faculty is recalled from the Department/Division Chair assignment, the individual will be ineligible for consideration in the election process for a new Chair for one full Chair term.

7.2.14. Colleges with Both Divisions and Departments

Colleges with both divisions and departments will develop a College Plan for reassigned time and Chair pay. The College Plan will include the selection process along with the roles and duties of Department/Division Chairs. The parameters for these plans shall be ingeneral conformity to those outlined in 7.1. The Chief Human Resources Officer will review the plan for internal consistency.

ARTICLE 8 FACULTY ROLE

All Faculty are central to the success of the students they serve. As primary stewards of the learning environment, All Faculty have responsibility for student learning experiences. Teaching excellence has a direct impact on student success.

All Faculty are committed to serving the College and wider community. Examples include, but are not limited to: ensuring the academic quality and rigor of the curriculum; collaborating in shared governance; participation on hiring committees; working with relevant stakeholders in the development of instructional materials; selecting and acquiring library and other research-focused resources; and mentoring and advising students.

8.1. Residential Faculty Instructional Load During Academic Year

A full-time load for a Residential Instructional Faculty member will be thirty (30) instructional load hours per academic year. Satisfying Residential Faculty minimum instructional load requirements takes priority over instructional load assigned to Adjunct Faculty, given comparable qualifications. Instructional load will normally be split between two (2) consecutive semesters. Exceptions to this norm will be permitted by mutual agreement between the Residential Faculty member and the appropriate Vice President. Lecture and lab hours are to be on a one-to-one basis. P.E. activity classes will be given 1.0 instructional load for each instructional period.

8.1.1. Large Classes

Load for large classes is determined as shown in the table.

8.1.1 Large Classes

Type	Students Enrolled	Load
Regular Lecture Classes	Up to 59	Regular Load
	60 – 89	1.5 X Regular Load
	90 & Over	2 X Regular Load
Math Classes	Up to 52	Regular Load
	53 – 75	1.5 X Regular Load
	76 & Over	2 X Regular Load
English Composition Classes	Up to 44	Regular Load
	45 – 59	1.5 X Regular Load
	60 & Over	2 X Regular Load

8.1.2. Lecture Classes with Varied Class Durations

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 shallcount as 0.67 student each. A 5-week/1-credit student shall count as 0.33 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 Regular Load.)

8.1.3. Field-Trip Courses

8.1.3.1. During Faculty member dates of accountability.

Load equals 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 rate as set forth in Article 10 Overload Rate.

*Maximum of 1.0 load for any field trip.

8.1.3.2. Outside Faculty member dates of accountability.

Load equals 1.0 load for the first five (5) days and 0.17 load per day of field trip in excess of five (5) days.

8.1.4. Overload, Underload, and Experimental Loading

When a Faculty member agrees to an overload, their compensation will be based on load hours in excess of fifteen (15.0) per semester or thirty (30.0) per academic year as specified in 10.3.

If the total teaching load for a Faculty member is below thirty (30.0) load hours for the academic year, his/her contract amount will be adjusted to reflect this deficiency.

Experimental loading may be utilized in occupational programs, interdisciplinary programs, or other specialized programs, if approved by the Provost in consultation with the Chief Human Resources Officer, or designee. Members involved in experimental programs retain full rights under the Faculty Agreement.

8.1.5. Residential Instructional Faculty Load Limits

During the academic year, Residential Instructional Faculty may not exceed twenty-five (25.0) load hours per semester for the total workload (teaching and non-teaching). Additions to the Residential Faculty contract for duties for teaching and non-teaching special services contract assignments approved by College presidents, or designees, are included in this limit and are considered to be above the regular base contract of fifteen (15.0) load hours per semester. Residential Faculty members who are assigned additional overload hours will need to comply with reporting requirements. For Department/Division Chairs, overload assignments beyond the regular base contract are subject to the provisions of Article 7. Exceptions to the load limit must be approved by the College President.

It is the intent of this policy to assure maximum instructional capabilities and to assist Faculty in their professional endeavors; therefore, load limitations listed above shall include any combination of teaching assignments, Service Faculty assignments, and/or community service (non-credit) assignments.

8.1.6. Residential Service Faculty Load Limits

Service Faculty may not exceed twelve (12) additional clock hours per week in assignments the same as or similar to their regular duties. College presidents, or designee, may approve

additional clock hours not to exceed fifteen (15) clock hours per week. For Service Faculty who have instructional load hours, Instructional Faculty load limits shall apply.

8.2. Adjunct Faculty Instructional Load Limits

Adjunct Faculty may be assigned up to 9.0 load hours per semester during the academic year. With the permission of the Vice President of Academic Affairs, or designee, Adjunct Faculty may be assigned up to 12.0 load hours per semester inclusive of summer.

8.3. Residential Instructional and Service Faculty Assignments Outside of Fall and Spring Semesters

All Residential Faculty workload assignments outside of Fall Semester and Spring Semester shall consist of not more than forty (40) hours per week. This limit shall include all teaching and non-teaching assignments (e.g., Service Faculty hours, professional development activities, and supervisory activities). This provision does not apply to Faculty working on a prorated contract (5.11.1.) and is subject to approval by the appropriate administrator.

Teaching assignments outside of Fall Semester and Spring Semester will be limited to no more than thirty-six (36) instructional contact hours per week. Effective with the summer 2023 term, the instructional contact hours limitation will be thirty (30) hours.

1. Department/Division Chairs may approve up to 11.0 load hours per Residential Faculty per term.
2. Vice Presidents of Academic Affairs, or designees, may approve up to 22.0 load hours per Residential Faculty per term.
3. College Presidents may approve load hours greater than 22.0 per Residential Faculty per term provided that the 36 instructional contact hour per week limitation is not exceeded.

For the purpose of this policy, Instructional contact hours will be defined as sixteen (16) times the number of periods per week a course meets during a regular (16 week) semester. The number of periods a course meets (inclusive of lecture and associated labs) can be found in the course bank on The Center for Curriculum & Transfer Articulation website.

To determine the number of instructional contact hours a course meets during terms shorter than 16 weeks, divide the number of instructional contact hours by the number of weeks and round up to the nearest whole number.

Examples are provided for illustrative purposes only. Refer to the table on the next page for more information.

ENG101 meets for 3 periods each week during a regular semester and therefore has 48 instructional contact hours (16 x 3 = 48). For shorter term lengths, divide 48 by the proposed term; for a 5-week term: 48 / 5 = 9.6 which rounds up to 10. This course would meet for 10 instructional contact hours per week.

BIO100 meets for 6 periods each week during a regular semester and therefore has 96 instructional contact hours (16 x 6 = 96). For shorter term lengths, divide 96 by the proposed term; for a 5- week term: 96 / 5 = 19.2 which rounds up to 20. This course would meet for 20 instructional contact hours per week.

Use the table below to determine the number of instructional contact hours a course meets.

1. The vertical axis is the number of load hours as stated in the course bank.

2. The horizontal axis is the proposed number of weeks a course would meet.
3. The intersection of these axes is the number of instructional contact hours the course would meet during the proposed term length.

		Proposed Number of Weeks a Course Will Meet													
Number of Load Hours as Stated in the Course Bank		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	INSTRUCTIONAL CONTACT HOURS PER WEEK
	1	16	8	6	4	4	3	3	2	2	2	2	2	2	
	2	*	16	11	8	7	6	5	4	4	4	3	3	3	
	3	*	24	16	12	10	8	7	6	6	5	5	4	4	
	4	*	*	22	16	13	11	10	8	8	7	6	6	5	
	5	*	*	27	20	16	14	12	10	9	8	8	7	7	
	6	*	*	*	24	20	16	14	12	11	10	9	8	8	
	7	*	*	*	28	23	19	16	14	13	12	11	10	9	
	8	*	*	*	*	26	22	19	16	15	13	12	11	10	
	9	*	*	*	*	29	24	21	18	16	15	14	12	12	
	10	*	*	*	*	*	27	23	20	18	16	15	14	13	
	11	*	*	*	*	*	30	26	22	20	18	16	15	14	
	12	*	*	*	*	*	*	28	24	22	20	18	16	15	
	13	*	*	*	*	*	*	30	26	24	21	19	18	16	
	14	*	*	*	*	*	*	*	28	25	23	21	19	18	
	15	*	*	*	*	*	*	*	30	27	24	22	20	19	
	16	*	*	*	*	*	*	*	*	29	26	24	22	20	
	17	*	*	*	*	*	*	*	*	*	28	25	23	21	
	18	*	*	*	*	*	*	*	*	*	29	27	24	23	
	19	*	*	*	*	*	*	*	*	*	*	28	26	24	
	20	*	*	*	*	*	*	*	*	*	*	30	27	25	
	21	*	*	*	*	*	*	*	*	*	*	*	28	26	
	22	*	*	*	*	*	*	*	*	*	*	*	30	28	
	23	*	*	*	*	*	*	*	*	*	*	*	*	29	
	24	*	*	*	*	*	*	*	*	*	*	*	*	30	
	25	*	*	*	*	*	*	*	*	*	*	*	*	*	
	26	*	*	*	*	*	*	*	*	*	*	*	*	*	
	27	*	*	*	*	*	*	*	*	*	*	*	*	*	
	28	*	*	*	*	*	*	*	*	*	*	*	*	*	
	29	*	*	*	*	*	*	*	*	*	*	*	*	*	

ARTICLE 9 WORKING ENVIRONMENT AND SUPPORT

A working environment that is supportive of All Faculty in advancing student success, is essential for the achievement of organizational goals.

9.1. Time for Meetings

All Faculty are encouraged to participate in meetings and grievance proceedings. Such meetings must normally not conflict with the scheduled assignment of those Faculty involved.

9.2. Use of District Facilities

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

9.3. Use of District Equipment

All Faculty shall have the right to use District equipment for District business. The District will make supplies available at its cost for such purposes.

9.4. Office Space

Office space will be provided for the Residential Faculty at their location of assignment. A designated workspace/co-working space will be provided for Adjunct Faculty at each location of assignment.

The Faculty Association President and the Adjunct 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.

9.5. Mail

All Faculty will have use of intra-District mail facilities, including electronic mail, within current guidelines and policies.

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

9.6. Class Interruptions by District Employees

The safety and welfare of District employees and students are paramount. Classes will only be interrupted in situations needing immediate attention. These will not be used for the purpose of the Faculty member evaluation.

ARTICLE 10 COMPENSATION

Maricopa County Community College District realizes that its most valuable resource is its people. We acknowledge that pay, benefits, and professional development serve as motivating drivers in attracting and preserving a highly talented and accomplished workforce. Therefore, the District's compensation system is built upon affirmation of performance in its framework. Through a comprehensive compensation approach, MCCCD is able to balance the needs and aspirations of the workforce with the strategic and fiscal goals of its organizational community.

10.1. Compensation Philosophy

The District's compensation program supports five (5) primary goals:

1. Build and sustain an engaged and talented workforce through progressive career mobility programs;
2. Provide ethical stewardship in the use and administration of public resources;
3. Maintain a compensation model that values multiple aspects of the organizational environment, and recognizes innovative practices and market trends;
4. Uphold fair and equitable pay practices;
5. Value individual and organizational achievements in maintaining a high-performance culture.

10.2. Salary Progression

Residential and Adjunct Faculty contribute to student success through excellence in instruction, ongoing professional development, and organizational service/engagement. As Adjunct and Residential Faculty demonstrate excellence in each of these areas, this excellence is recognized with increased compensation for Faculty.

10.2.1. Residential Faculty Salary Progression

In order for employees to excel, they must be rewarded and recognized through a compensation system that is consistent and sustainable. This is a fundamental cost of doing business. The compensation system must be predictable and informed by faculty performance. This commitment to our employees will be defined by District Finance and Human Resources recommendations and included in the annual budgeting process.

10.2.2. Adjunct Faculty Pay Progression

Similar to Residential Faculty progression, the Adjunct Faculty compensation system must also be predictable and informed by Adjunct Faculty performance. The hourly rates for Adjunct Faculty in the three (3) compensation levels will be as stated below starting AY 2022-2023:

1. Level 1: Adjunct rate: base rate per load hour ($1,012)
2. Level 2: Adjunct rate: base rate plus 5% per load hour ($1,062.60)
3. Level 3: Adjunct rate: base rate plus 10% per load hour ($1,113.20)

By default, all Adjunct Faculty will be initially placed on Level 1. In order for an Adjunct Faculty to be eligible to advance to a higher level, he/she must meet the requirements and

timeline outlined in Article 19. When an Adjunct Faculty is advanced to a higher level, he/she will not be paid less than the minimum amount designated per load hour.

In order to promote professional development in support of high-quality instruction, Adjunct Faculty may voluntarily participate in a three (3) level program that will include pay progression at each level as described in Article 19.

Residential Faculty that separate and return as Adjunct Faculty will be paid at the highest overload rate for which they qualified as Residential Faculty (10.4.3.).

10.3. Compensation and Hiring Practices

10.3.1. Faculty Hiring Qualifications

For academic disciplines, a Master's degree or higher with 18 graduate semester hours in the teaching field or a Master's degree or higher in the teaching field is required.

For occupational disciplines, a combination of education and/or experience is required to qualify. A faculty may qualify with any of the following:

- Five years of occupational experience in the field to be taught OR
- Three years of occupational experience in the field to be taught and a Bachelor's degree OR
- A Master's degree with 24 upper division and/or graduate credits in the field to be taught OR
- A Journeyman certification in the field to be taught

For academic and occupational disciplines, Instructional Councils may propose alternative qualifications consistent with accreditation guidelines and subject to Provost approval.

10.3.2. Full-time Faculty Initial Salary Placement

Faculty salaries are composed of two components: Experience Pay and Professional Growth Pay.

Initial Experience Pay. For new faculty hires, Experience Pay is based on the number of years of full-time equivalent teaching/work experience relevant to the teaching field.

Faculty may receive salary placement credit for teaching/work experience beyond the number of years required to meet minimum qualifications. The number of years of full-time teaching experience, K-12 teaching experience, and occupational experience will be counted. An accumulation of adjunct teaching experience will be counted with thirty (30) load hours being equivalent to one year of full-time teaching experience. An accumulation of two thousand (2000) hours of documented full or part-time employment equals one (1) year of occupational experience. All fractional parts will be counted with the total amount of experience being rounded to the nearest year. It is the responsibility of the candidate/employee to provide adequate verification of work experience to the District Division of Human Resources.

Between FY22 and FY26, a new salary system will be phased in for Residential Faculty. The

table shows the initial placement step and Experience Pay based on years of experience beyond the minimum required for the position. The shown salary amounts are in line with the Multiyear Strategic Compensation Plan; however, these amounts may be adjusted during implementation.

Years	FY22 Step	FY22 Base	FY23 Step	FY23 Base (4.13% inc)	FY24 Step	FY24 Base (4.13% inc)	FY25 Step	FY25 Base (4.12% inc)	FY26 Step	FY26 Base (4.12 % inc)
0	1	47,734	1	49,705	1	51,758	1	53,891	0	52,199
1	1	47,734	1	49,705	1	51,758	1	53,891	0	52,199
2	1	47,734	1	49,705	1	51,758	1	53,891	1	56,111
3	1	47,734	1	49,705	1	51,758	1	53,891	1	56,111
4	2	51,062	2	53,171	2	55,367	2	57,648	2	60,023
5	3	54,390	3	56,637	3	58,976	3	61,406	2	60,023
6	4	57,719	4	60,102	4	62,585	3	61,406	3	63,936
7	5	61,047	5	63,568	4	62,585	4	65,163	3	63,936
8	6	64,375	5	63,568	5	66,193	4	65,163	4	67,848
9	6	64,375	6	67,034	5	66,193	5	68,921	4	67,848
10	7	67,703	6	67,034	6	69,802	5	68,921	5	71,760
11	7	67,703	7	70,500	6	69,802	6	72,678	5	71,760
12	8	71,032	7	70,500	7	73,411	6	72,678	6	75,672
13	8	71,032	8	73,965	7	73,411	7	76,436	6	75,672
14	9	74,360	8	73,965	8	77,020	7	76,436	7	79,585
15	9	74,360	9	77,431	8	77,020	8	80,193	7	79,585
16	10	77,688	9	77,431	9	80,629	8	80,193	8	83,497
17			10	80,897	9	80,629	9	83,951	8	83,497
18					10	84,238	9	83,951	9	87,409
19							10	87,708	9	87,409
20									10	91,322

Additional Years of Experience. The Chief Human Resources Officer, or designee, in consultation with the Provost, may credit a faculty member with additional years of experience. Consideration for extra years of experience will be given in those cases where the applicant selected by the College President is unwilling to accept the position strictly on the basis of the salary that was offered. When consideration is given for crediting additional years of experience, the Provost, or designee, shall convene an ad hoc committee consisting of the following persons or their designees: Faculty Association President, Faculty Senate President at the affected College, and the College President at the affected College. The Provost will chair the committee and will be entitled to a vote. Additional years of experience will be credited only if there is unanimity among the committee members.

Initial Professional Growth Pay. Faculty in academic or occupational disciplines who qualify based on a graduate degree receive initial salary placement credit for all graduate credits beyond 36 credits, regardless of discipline. Faculty in occupational disciplines who qualify based on criteria other than a graduate degree receive salary placement credit for all graduate credits. Faculty without a doctorate degree receive salary placement credit for up to 85 graduate credits beyond the baseline number of graduate credits required for the position. Faculty with doctorate degrees receive initial professional growth pay placement credit for 90 graduate credits beyond the baseline number of graduate credits required for the position. 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 will be counted.

For FY23, initial Professional Growth pay placement will be determined in accordance with the following formulas. For faculty without doctorates in academic or occupational disciplines who qualify based on a graduate degree

$$P = 163.31(g - 36)$$

and for faculty in occupational disciplines who qualify based on criteria other than a graduate degree

$$P = 163.31g$$

where g is the number of earned graduate credits. For faculty with doctorates, initial Professional Growth pay placement is equivalent to 90 times the credit value. During the transition to the new salary system, the credit value will increase as shown: FY23 ($163.31), FY24 ($164.57), FY25 ($165.99), and FY26 ($167.60). These rates are subject to change during implementation.

For FY23, Professional Growth pay placement will vary from $0 to $14,698 depending upon the number of earned graduate credits of the faculty member.

10.3.3 Salary Placement Review Board

The purpose of the review process is to solely determine and resolve any errors that were made in the initial placement of a Residential Faculty member. A Residential Faculty member may within the first twelve (12) months of employment as a Residential Faculty member, appeal his/her vertical and/or horizontal placement to the Faculty Association President; after this time period, no requests will be considered. If the Residential Faculty member's appeal occurs within the first twelve (12) months of their employment, the Faculty Association President will convene a review committee to review his/her initial salary placement as prescribed by the District Human Resources Division 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 Faculty Professional Growth Committee and one (1) member from the appropriate Instructional Council. The fourth member will be the respective Faculty Senate President or designee.

The committee will; (1) review the case documents submitted by the concerned Faculty member; (2) meet with the Chief Human Resources Officer, or designee, to discuss the case; and (3) make written recommendations to the CHRO, or designee. The CHRO, or designee, upon receiving the written recommendation, will communicate, in writing, his/her decision within fifteen (15) business days.

10.3.4 Professional Growth PayProgression After Initial Placement

Residential Faculty can increase their salaries by earning additional graduate credits and approved professional growth credits consistent with Faculty Professional Growth Committee guidelines. Resultant salary adjustments are made annually during the Fall semester and are retroactive to the first day of Fall accountability. The maximum number of credits for Professional Growth Pay advancement for Faculty without a doctorate degree is eighty-five (85) credits. The maximum number of credits for Professional Growth Pay advancement for Faculty with a doctorate will increase as follows: FY23 – 90 credits, FY24 – 93 credits, FY25 – 96 credits, and FY26 – 99 credits.

Residential Faculty who earn doctorates after their initial salary placement are advanced to 90 credits of Professional Growth Pay effective the date the transcript showing the earned doctorate is received by District Human Resources – Compensation.

10.3.5 Vertical Movement on the Salary Schedule

Subject to annual recommendation by the Chancellor and approval by the Governing Board, 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.

10.3.6 Increment and/or Salary Increase Withholding for Individual Faculty Members

Upon recommendation of the Vice President of Academic Affairs, the College President may withhold the recommendation for vertical advancementor salary increases for any of the following reasons, following the process outlined in Article 21.2:

10.3.6.1 Failure to follow the best practices of teaching and learning as outlined in the

Standard Operating Procedure 10.3.7.

10.3.6.2 Failure to document sustained engagement through the IDP (Article 17) or FEP (Article 18) process.

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

10.3.6.4 Lack of adherence to the adopted policies of the MCCCD.

Notification must be made prior to April 15th.

Any individual Residential Faculty member denied an increment or salary increase, may appeal no later than April 20th to the Chief Human Resources Officer, or designee. Within fifteen business (15) days of such appeal, the Provost shall convene a review committee. The committee will be composed of the Provost, the President of the College, and two (2) members from the Residential Faculty appointed by the Faculty Senate President. The Residential Faculty member may be present at the hearing, along with a representative of their choice. If a College does not have a Faculty Senate President, the College President will convene the Residential Faculty to elect the Faculty representatives. The committee will review the evidence and forward a recommendation to the Chancellor. The Chancellor will review the evidence, consider the advice of the committee, and render a final decision no later than May 15th.

10.3.7 Restrictions and Exceptions to Advancement

In order for a Residential Faculty member to be advanced one (1) vertical step on the salary schedule, that Residential 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.

10.3.8 Other Paid Duties and Benefits

All other paid duties, rates of pay, as well as other benefits, for Faculty shall be included in Articles 7, 10, 11, and 13 of this Faculty Agreement.

10.3.9 Employment for Less Than Contract Year

For Residential Faculty members working less than 196 days of the contract year, pay shall be prorated on the basis of the number of contract daysfor which the member is employed.

10.3.10 Employment for Less Than One Hundred Percent (100%) Time

Residential Faculty members may be employed by MCCCD to work less than a full contract load, but in no instance less than seventy-five percent (75%) of the full contract

load. Those members employed to work less than a full contract load shall receive or earn pro-rated salary, and be required to meet all accountability and professional responsibilities on a prorated basis.

10.3.11 One-Year-Only (OYO) and One-Semester-Only (OSO) Faculty

OYO/OSO faculty may be hired only to address one of the following situations:

1. To backfill a Residential Faculty line when the incumbent is reassigned to a non-faculty position or is on sabbatical or leave.
2. To launch a new program at a College when no Residential Faculty exist at the College that are qualified in the program area. The program may be staffed by OYO/OSO faculty up to a maximum of six semesters while it is determined if the program is viable.
3. To backfill a Residential Faculty line vacated due to a retirement or separation when there is insufficient time between the vacating of the line and the first day of the semester in which the new hire will need to begin teaching.
4. To backfill a Residential Faculty line when a search process for a Residential Faculty new hire has failed (i.e., no preferred candidates offered the job accepted the position).
5. To provide time for the College to enter the appropriate faculty hiring cycle.

Exceptions may be made with the authorization of the College President or designee in consultation with the Faculty Senate President or designee. If the Faculty Senate President or designee is unavailable for consultation, the College President will notify the Faculty Senate President of the decision and rationale. The number of OYO/OSO faculty at the College will not exceed 2% of the total number of filled Residential Faculty positions or two (2) positions, whichever is greater, at any time during the academic year. In calculating the permissible number of OYO/OSO positions, standard rounding rules will apply. After six (6) consecutive semesters for the same assignment at the same College have been completed, and if the position is to be continued as a full-time position, the College will post and fill a Residential Faculty position. If the College decides to not post and fill a Residential Faculty position, the College may use Adjunct Faculty to address the need. Any extension beyond the six (6) consecutive semester limitation, must be approved by the Chief Human Resources Officer.

OYO/OSO experience will count towards salary placement for Residential Faculty but will not count towards the probationary period, sabbatical eligibility, and seniority.

10.3.12 Substitution

Qualified substitutes may be employed when deemed necessary by the Department/Division Chair, or designee. Qualified Residential or Adjunct Faculty members may be employed as substitutes. (See 10.3.14.)

10.3.13 Hiring Practices—Employment Requirements

Prior to assuming their duties, all Residential Faculty members will file a loyalty oath as

required by the Arizona Revised Statutes.

10.4. Extra Pay for Extra Duty

10.4.1. Introduction

Extra pay for extra duty refers to any assignments listed in 10.4 that a Residential Faculty could perform in addition to the base load. Residential Faculty are to be given first consideration when extra pay for extra duty assignments are staffed. First consideration does not imply or guarantee an assignment.

Pay rates contained herein are tied to the Base Rate of $1,012. This Base Rate will increase by at least the same percentage as the salary schedule.

10.4.2. Service Faculty Overload Rate

During their contract assignment, Service Faculty who are assigned identical or similar duties (other than academic advising) on a scheduled basis, in addition to their regular assignment, shall be paid at the Base Rate divided by 19 per clock hour for such work.

10.4.3. Residential Faculty Overload Rate

Residential Faculty members shall be paid at the Adjunct Faculty rate, with Probationary Faculty being placed at level 2, and Appointive Faculty being placed at level 3 as outlined in 10.2.2.

10.4.4. Payment for Instructional and Service Faculty Assignments Outside of Fall and Spring Semesters (Winter intersession, Spring intersession, Summer term)

Residential Faculty on prorated extended contracts will be paid as specified in 10.4.5. Residential Faculty (not on prorated extended contracts) will be paid at the Service Faculty or Instructional Faculty Overload Rate, as appropriate.

10.4.5. Prorated Extended Contract Rate

The weekly pay rate for additional weeks beyond the 196-day (39-full-week) academic year specified in 5.11.1., shall be equal to the Residential Faculty member's base salary (as specified by the salary schedule in this section) divided by 39 weeks.

10.4.6. Pay for Select Activities

A Residential or Adjunct Faculty member (not on a prorated extended contract) shall be paid at a clock hour rate equal to the Base Rate divided by 32.

The following activities will be included in the weekly clock hours limitation:

- Community services (non-credit)
- Faculty serving as academic advisors

The following activities will not be included in the weekly limitation:

- Educational development
- Professional growth projects
- Committees outside of accountability

Residential Faculty members on prorated extended contracts will be paid as specified in 10.4.5.

10.4.7. Honorarium Payments

Payment of an honorarium to Residential or Adjunct Faculty members may be allowed under the following conditions:

- A guest appearance for a scheduled event.
- Shall be approved in advance through the College President.
- Shall not exceed Base Rate divided by 9 per appearance, which shall be interpreted to mean per date of appearance.
- Honorarium payments exceeding the Base Rate divided by 9 may be approved by the College President ordesignee for workshops and other appearances that exceed the normal time frame for a typical guest appearance.

Honorariums will not be included in the weekly limitation.

10.4.8. Co-Op/Internship (Health Occupational, Clinical and Practicum Not Included in this Section)

The rate of pay per student will be the Base Rate divided by 3

10.4.9. Forum Series

Residential or Adjunct Faculty may deliver no more than four (4) presentations per year at the Base Rate divided by 2 per presentation.

10.4.10. Substitute Pay

Residential or Adjunct 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 a clock hour rate equal to the Base Rate divided by 48 for each 25-minutes or major portion thereof.

10.4.11. Pay for Supervision of Dual Enrollment

Compensation for supervision of dual enrollment is the Base Rate divided by 6 per Dual Enrollment Instructor.

10.4.12. Pay for Evaluation of Dual Enrollment Instructors

A Residential or Adjunct Faculty member assigned to evaluate a Dual Enrollment Instructor will be paid will be paid per evaluation at the Base Rate divided by 8.

10.4.13. Other Instructional Activities

10.4.13 Other Instructional Activities

Activity	Compensation	Additional Detail
Band Director	3.25 times Base Rate	Stipend may be exchanged for 3.0 load hours of reassigned time. Additional 30-hour weeks outside of accountability pay 1.25 times Base Rate per week
Speech Activities Director	3.25 times Base Rate	
Choir Director	2.75 times Base Rate	Stipend may be exchanged for 3.0 load hours of reassigned time.
Director (Theater, Musical Theater, Opera, Dance Concert)	2.75 times Base Rate	Per major production not to exceed four (4) per academic year
Intramural Director	2.75 times Base Rate	
Assistant Director (Band, Speech)	2.75 times Base Rate	Additional 30-hour weeks outside of accountability pay 1.00 times Base Rate per week
Student Government Advisor	2.75 times Base Rate	

10.4.14. Athletic Stipends

Faculty serving as athletic coaches, directors, and trainers will receive stipends and reassigned time according to the following schedule:

Assistant Athletic Directors	**Stipend**	**Reassigned Time**
Assistant Athletic Director	2.50 times Base Rate	None

Head Coaches	**Stipend**	**Reassigned Time**
Baseball/Softball, Basketball	7.50 times Base Rate	3.0 load hours per year
Soccer, Track	6.50 times Base Rate	3.0 load hours per year
Volleyball	6.25 times Base Rate	3.0 load hours per year
Golf, Tennis	5.25 times Base Rate	1.5 load hours per year
Cross-Country	4.75 times Base Rate	1.5 load hours per year

Assistant Coaches	**Stipend**	**Reassigned Time**
Baseball/Softball	4.75 times Base Rate	None
Basketball	4.50 times Base Rate	None
Soccer, Track	4.00 times Base Rate	None
Volleyball	3.50 times Base Rate	None

Trainer		None
Wrestling, Baseball	2.00 times Base Rate	None
All other sports	1.25 times Base Rate	None

10.4.15. Athletic Director Pay and Reassigned Time

10.4.15.1. Pay per Sport

Faculty serving as athletic directors will receive stipends and reassigned time according to the following schedule:

Sports	Stipend
Basketball	1.75 times Base Rate
Soccer, Track, Baseball/Softball, Volleyball	1.25 times Base Rate
Cross-Country, Golf, Tennis	0.75 times Base Rate

10.4.15.2. Reassigned Time

- Twelve (12) hours per year for eight (8) sports.
- Fifteen (15) hours per year for nine (9) sports.

10.4.15.3. Summer Pay

- Two (2) weeks prior to fall semester at 1.00 times Base Rate per week.
- Two (2) weeks following spring semester at 1.00 times Base Rate per week.
- Additional weeks may be approvedby the College President but are not guaranteed.
- Weeks shall consist of 30 work hours

10.4.16. Occupational Program Directors

Occupational Program Directors will be compensated for delegable duties (7.2.4.) from the Supervision Budget (7.2.7). Compensation may include reassigned time, stipend, or both.

10.5. 2022-2023 Residential Faculty Salary Schedule

Faculty base pay includes two components: Experience Pay and Professional Growth Pay. Each additional step beyond Step 1 is valued at $3,465.70. Each professional growth credit is valued at $163.31. Faculty with doctorates are credited with 90 professional growth credits. Base pay salary components are rounded to the nearest dollar. The initial salary placement zone is highlighted in grey.

		Experience Pay + Professional Growth Pay					
FY23 Step	Experience Pay (EP)	EP + 15	EP + 30	EP + 45	EP + 60	EP + 75	EP + 90*
1	49,705	52,155	54,604	57,054	59,504	61,953	64,403
2	53,171	55,620	58,070	60,520	62,969	65,419	67,869
3	56,636	59,086	61,536	63,985	66,435	68,885	71,334
4	60,102	62,552	65,001	67,451	69,901	72,350	74,800
5	63,568	66,017	68,467	70,917	73,366	75,816	78,266
6	67,034	69,483	71,933	74,382	76,832	79,282	81,731

7	70,499	72,949	75,399	77,848	80,298	82,747	85,197
8	73,965	76,415	78,864	81,314	83,764	86,213	88,663
9	77,431	79,880	82,330	84,780	87,229	89,679	92,129
10	80,896	83,346	85,796	88,245	90,695	93,145	95,594
11	84,362	86,812	89,261	91,711	94,161	96,610	99,060
12	87,828	90,277	92,727	95,177	97,626	100,076	102,526
13	91,293	93,743	96,193	98,642	101,092	103,542	105,991
14	94,759	97,209	99,658	102,108	104,558	107,007	109,457

* Maximum credits for Faculty with Doctorates will increase to 93 in FY24, 96 in FY25, and 99 in FY26.

10.6. Process for Recommendations Regarding Compensation and Benefits Items

Through Governing Board Policy 2.7 Staff Compensation and Benefits, the Board directs the Chancellor to "implement an employee classification and compensation strategy and benefit plan that align with MCCCD's Compensation Philosophy" and to "attract, retain, and promote a high quality diverse workforce through competitive and progressive pay structures that are externally competitive at the market median, internally equitable, and support a fiscally responsible pay and benefit program."

Residential and Adjunct Faculty have voice in shaping the Strategic Compensation Plan through participation in the Compensation Advisory Committee. Residential Faculty have voice in shaping the benefits program through participation in the Employee Benefits Advisory Committee. These committees may bring forward recommendations to FACT including but not limited to:

- cost of living adjustments
- steps
- professional growth funding
- flex benefits

These recommendations are informed by financial forecasts, fiscal constraints, and market salary studies and in compliance with legal and policy requirements.

Memoranda of Understanding may be used as appropriate to facilitate compensation and benefit policy changes aligned with the Strategic Compensation Plan and Governing Board Policy 2.7. Changes documented in Memoranda of Understanding will be integrated into the next version of the Faculty Agreement, as appropriate.

10.7. Pay Rates for July 1, 2022, through June 30, 2023

Salary changes will affect any Faculty hourly wage or benefit including but not limited to: Benefit Credits 11.2 and Extra Pay for Extra Duty 10.3.

Section	Description	Pay Rate	Unit
10.4.1.	**Base Rate**	$1,012.00	per load hour
10.4.2	**Service Faculty Overload Rate**	$53.00	per clock hour
10.4.3.	**Instructional Faculty Overload Rate**		
	Instructional Probationary Faculty	$1,062.60	per load hour
	Instructional Appointive Faculty	$1,113.20	per load hour
10.4.4	**Assignments Outside of Fall and Spring**		
	See 10.4.3 rates for Faculty not on prorated extended contracts		

10.4.5	**Prorated Extended Contract Rate**	varies	
10.4.6	**Pay for Select Activities**	$31.63	per clock hour
10.4.7	**Honorarium Payments**	$112.44	per event
10.4.8	**Co-Op/Internship**	$337.33	per student
10.4.9	**Forum Series**	$506.00	per presentation
10.4.10	**Substitute Pay**	$21.08	per 25-minutes or major portion thereof
10.4.11	**Pay for Supervision of Dual Enrollment**	$168.67	per dual enrollment instructor
10.4.12	**Pay for Evaluation of Dual Enrollment Instructors**	$126.50	per dual enrollment instructor
10.4.13	**OTHER INSTRUCTIONAL ACTIVITIES**	**Stipend**	**Unit**
	Band Director	$3,289.00	
	Assistant Band Director	$2,783.00	
	Choir Director	$2,783.00	
	Speech Activities Director	$3,289.00	
	Assistant Speech Director	$2,783.00	
	Theater Director	$2,783.00	per major production
	Musical Theater Director	$2,783.00	per major production
	Opera Director	$2,783.00	per major production
	Student Government Advisor	$2,783.00	
	Intramural Director	$2,783.00	
	Dance Concert Director	$2,783.00	per major production
10.4.14	**ATHLETIC STIPENDS**	**Stipend**	
	Assistant Athletic Director	$2,530.00	
	Head Coaches	**Stipend**	**Annual Reassigned Time**
	Baseball/Softball	$7,590.00	3.00
	Basketball	$7,590.00	3.00
	Cross-Country	$4,807.00	1.50
	Golf	$5,313.00	1.50
	Soccer	$6,578.00	3.00
	Tennis	$5,313.00	1.50
	Track	$6,578.00	3.00
	Volleyball	$6,325.00	3.00
	Asst Coaches	**Stipend**	
	Baseball/Softball	$4,807.00	

	Basketball	$4,554.00	
	Soccer	$4,048.00	
	Track	$4,048.00	
	Volleyball	$3,542.00	
	Trainers	**Stipend**	
	Wrestling	$2,024.00	
	Baseball	$2,024.00	
	All other sports	$1,265.00	
10.4.15	**Athletic Director**	**Stipend**	
	Basketball	$1,771.00	
	Soccer	$1,265.00	
	Track	$1,265.00	
	Baseball/Softball	$1,265.00	
	Volleyball	$1,265.00	
	Cross Country	$759.00	
	Tennis	$759.00	
	Golf	$759.00	
	Summer Pay	$1,012.00	

ARTICLE 11 BENEFITS

11.1. Dues for Faculty Association and Adjunct Faculty Association

Faculty who elect to join the Faculty Association or Adjunct 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.

11.2. Employee Benefits Advisory Council (EBAC)

The Faculty Associations will have two (2) representatives on the District-wide Employee Benefits Advisory Council.

11.3. Employee Benefits Program

The District will contribute benefit credits toward the employee's Flexible Benefits Program. Flex credits will be allocated to both the "core" and "buy up" PPO options. The level of Flex credits will be based upon the tier of medical coverage elected or the waiving of medical coverage.

11.3 Employee Benefits

Medical coverage	Benefits
Waiver	$ 1,000
Employee only	$ 8,016
Employee and child/children	$14,169
Employee and spouse	$16,465
Employee and Domestic Partner	$16,465
Employee and family	$20,140

The Flexible Benefits coverage provided by the District for Residential Faculty members in the course of their employment, will also be provided in the same manner for those Residential Faculty members while on sabbatical or other paid leaves of absences.

11.4. Insurance

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

11.4.1. Income Disability Coverage

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

11.4.2. Term Life Insurance

The District will provide basic life insurance coverage of twenty thousand dollars ($20,000) to Residential Faculty. The Residential Faculty member may purchase additional life insurance according to the Flexible Benefits Program.

11.5. Insurance Coverage During a Disability

11.5.1. Insurance Coverage During a Medical Leave of Absence

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

11.5.1 Insurance Coverage

Years of Service	Premium Payment*
Zero (0) to Five (5)	Six (6) months
Six (6) to Ten (10)	Twelve (12) months
Over ten (10)	Eighteen (18) months

* includes FMLA

11.5.2. 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 (24) weeks in a 12-month period. After twenty-four (24) weeks, the employee may continue to pay for the insurance coverage selected during the approved leave of absence.

11.6. Reimbursement for Unused Sick Leave: Retirement or Death While Actively Employed

A Residential Faculty member who has a minimum of ten (10) years of satisfactory service (without a break in service) at the time of death or retirement from the District, shall have his/her final pre-retirement 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.

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

Years of Service at Death or Retirement	Maximum Number of Unused Accumulated Sick Days Allowed
Ten (10) or more	Two hundred (200)

For the purpose of implementing this section, and for payment of unused sick leave, retirement shall apply to those Residential Faculty members who are retirement-eligible in the Arizona State Retirement System. This option may not be exercised more than once in the District.

11.7. Travel Expenses

Residential and Adjunct Faculty members traveling on prior-approved College business shall be reimbursed for expenses, as stated in current travel procedures.

ARTICLE 12 FACULTY LEAVES

12.1. Leaves of Absence

For all leave calculations, a day shall consist of six (6) hours for Instructional Residential Faculty and 7 hours for Service Residential Faculty. With the exception of sick time, faculty leaves in this section do not apply to semester-to-semester contracted Adjunct Faculty.

12.1.1. Sick Leave

Residential Faculty members on a nine (9) month contract are granted ten (10) days of sick leave per year. Other Residential Faculty are allowed days proportionate to the number of months of annual employment. Residential 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 Residential Faculty members as earned. Each Residential Faculty member shall be given an accounting of sick leave upon written request to the District Division of Human Resources.

Adjunct Faculty members are granted one (1) hour of sick time for every 30 hours worked. Sick time is carried between semesters, up to 9 months. Adjunct Faculty can use up to 40 hours of accrued sick time to cover classes, as needed.

All Faculty may request the use of sick leave in the following circumstances:

i. Illness or injury of the employee.

ii. Illness or injury of an employee's immediate family member that requires the employee's attendance and personal care.

iii. Medical appointments of the employee or the employee's immediate family that require the employee's attendance and personal care.

iv. Absence due to domestic violence, sexual violence, abuse, or stalking are allowed under this policy in compliance with A.R.S. § 23-373.

v. Other circumstances as identified in A.R.S. § 23-373.

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 Faculty member fail to appear at the beginning of the contract year or instructional assignment 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.

The Chief Human Resources Officer, or designee, may, at the request of the College President or appropriate District official, require satisfactory evidence to substantiate absences of three or more consecutive days, as required by state or federal law and may require, under applicable law, 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.

12.1.2. Bereavement Leave and Catastrophic Illness/Imminent Death Leave

Bereavement Leave: Bereavement Leave may be used up to five (5) business days 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/partner's father, mother, grandfather, grandmother, or in-laws in any one incident.

Catastrophic Illness/Imminent Death: Catastrophic Illness/Imminent Death Leave may be used up to five (5) business days, due to the Catastrophic Illness/Imminent Death of an employee's spouse/partner or family member of the employee or employee's spouse/partner, to include the following: 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 a sudden illness/injury that is seriously incapacitating such as those that have the potential for permanent disability or extensive hospitalization/confinement or death and requires immediate action.

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.

Travel for Leave Utilization: In addition, travel time outside the state, not to exceed five (5) business days for Catastrophic Illness/Imminent Death and not to exceed five (5) business days for Bereavement in any one incident, may be charged against accrued sick leave.

12.2. Personal Leave

Residential Faculty accrue Personal Leave of four (4) days per calendar year (24 hours for Instructional Residential Faculty, 28 hours for Service Residential Faculty). Personal Leave is non-cumulative. Residential Faculty employed less than full time, are allowed Personal Leave days prorated in the same manner as their salaries. Faculty on prorated extended contracts are allowed Personal Leave days prorated in the same manner as their salaries. Personal Leave does not require approval. As much advance notice as possible should be given for scheduling purposes.Personal Leave is not to be used to routinely come in late or leave early from work. Personal Leave will be charged to the employee's sick leave. Adjunct Faculty do not accrue Personal Leave.

12.3. Leave for Professional or Civic Duty

All Faculty members may be granted leave to participate in a professional or civic duty without loss of compensation. Prior written notice shall be provided to their Department/Division Chair. If a Faculty member receives compensation for a professional or civic activity, while in paid status, such compensation shall be deposited with the College Fiscal Officer or appropriate District official.

12.4. Family and Medical Leave

Family and Medical Leave will be provided to regular full-time and regular part-time eligible employees who have worked for MCCCD a minimum of one year and worked a minimum of 1250 hours over the year. FMLA is not to exceed twelve (12) weeks within a twelve (12)-month period for adoption or childbirth, to care for an ill child, parent, or spouse/partner, 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 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.

For the duration of Family and Medical Leave, employees will neither seek nor be actively employed in outside employment during their hours of accountability. The Chief Human Resources Officer, or designee, may grant exceptions for extenuating circumstances for individuals adversely affected by these provisions.

12.5. 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 nine (9) months with less than ten (10) years of service, and up to fifteen (15) months with ten (10) or more years of service). A physician's statement, acceptable to the appropriate Human Resources 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 for the employee. An employee whois granted a leave under this section will return to the position that he/she left. Failure to return from a Medical Leave of Absence will result in automatic termination.

For the duration of Medical Leave, employees will neither seek nor be actively employed in outside employment during their hours of accountability. The Chief Human Resources Officer, or designee, may grant exceptions for extenuating circumstances for individuals adversely affected by these provisions.

12.6. Medical Leave for Job-Related Disability

Any Faculty 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 designated by the District for the medical review.

12.7. Leave of Absence for Personal Reasons

Should an employee not be eligible for a Family and Medical Leave, a Leave of Absence for Personal Reasons may be requested in up to one-semester increments and must be approved by the appropriate supervisor and College President/Vice Chancellor with concurrence of the Chief Human Resources Officer, or CHRO's designee. 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 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 Leave of Absence for Personal Reasons will result in automatic termination.

If known in advance, an employee may request a Leave of Absence for Personal Reasons longer than one semester with approval from the supervisor and College President/Vice Chancellor with concurrence from the Chief Human Resources Officer, or CHRO's designee. A Leave of Absence for Personal Reasons will have a cap of two semesters. The supervisor, College President/Vice Chancellor, and the Chief Human Resources Officer, or designee, may grant exceptions for extenuating circumstances.

12.8. Sabbatical Leave

Sabbatical Leave may be granted to qualified members of the Residential Faculty. The administration and conditions of Sabbatical Leave shall be governed by the policy as stated in this section.

12.8.1. Purpose of Leave

Sabbatical Leaves are granted to qualified Residential Faculty members for intellectual stimulation normally 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 Colleges by improving Residential Faculty competency.

12.8.2. Administration of Sabbatical Leave Policy

The Faculty Professional Growth Committee shall administer the Sabbatical Leave policy. The duties of the Sabbatical Leave Subcommittee shall be to prepare application forms; to screen application forms; and to make recommendations for Sabbatical Leaves to the Faculty Professional Growth (FPG) Committee. The Subcommittee shall consist of the Faculty Professional Growth Committee Chair, one (1) Residential Faculty representative from each of the Colleges, and two (2) Vice Presidents of Academic Affairs, or designees. If an FPG Sabbatical and Advancements Representative wishes to apply for a Sabbatical Leave, the representative must resign from the committee prior to applying.

12.8.3. Application and Recommendation Procedures

The Office of the Chief Human Resources Officer shall publish, by May 1st, an informational listing of persons eligible for sabbatical leave for the following year.

Applications must be submitted to the appropriate Vice President of Academic Affairs for forwarding to the Sabbatical Leave Subcommittee no later than October 1st. If October 1 falls on a weekend, the due date is the Friday prior to October 1st. The Subcommittee may request additional written or oral explanations of proposals.

The Subcommittee shall submit its recommendations to the Faculty Professional Growth Committee. The Faculty Professional Growth Committee shall present its list of recommendations to the Provost prior to December 30th. The Faculty Association President will receive a copy of this list.

The Provost will determine those Residential Faculty members approved for Sabbatical Leave and will provide the determinations to the applicants, Professional Growth Committee, and Faculty Association President by January 31.

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

12.8.4. Criteria for Sabbatical Selection

Criteria for sabbatical selection will include, but will not be limited to, the following:

- Completing resident requirement for an advanced degree
- Completion of advanced degrees

- Curriculum and materials development
- Planned and approved travel related to the subject field
- Practical training of job experience in a subject-related field
- Research and publication
- Updating knowledge in subject field

12.8.5. Conflicts

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

12.8.6. Compensation and Financial Arrangements

A Residential 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.

If the sabbatical activity includes remuneration from other than the MCCCD, the sabbatical proposal must clearly state all financial arrangements. The Faculty 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.

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. All other Residential Faculty benefits shall accrue.

The Residential 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 Residential 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 Residential Faculty member on sabbatical will retain his/her status as a member of the Arizona State Retirement System according to the regulation of that system.

12.8.7. Policy

12.8.7.1. Eligibility

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

A Residential Faculty member is eligible for an additional Sabbatical Leave after completing twelve (12) consecutive semesters following the prior sabbatical.

12.8.7.2. Consideration and Criteria for Evaluation

Every eligible Residential Faculty member following specified Faculty Professional Growth procedures shall be given equal consideration in granting Sabbatical Leaves except as outlined in 12.8.5.

The Sabbatical Leave Subcommittee recommends the Residential Faculty of each College to be granted Sabbatical Leave based upon criteria in 12.8.4. and available funding for Sabbatical Leaves.

12.8.7.3. Remuneration from MCCCD

Members on Sabbatical Leave may not receive any additional remuneration from MCCCD other than registration fees, conference fees, or reimbursement for travel funds directly related to their Sabbatical Leave. Residential Faculty who reside at another location to complete the sabbatical are eligible for travel funding to and from the sabbatical location. Residential Faculty who reside at another location to complete the sabbatical are not eligible for housing expenses or per diem while in residence. Residential Faculty requesting professional growth funds as part of their Sabbatical Leave must include these items as part of their sabbatical proposal. Residential Faculty members on sabbatical are eligible for, but not guaranteed, registration, conference, and travel funds. Approval of a sabbatical proposal does not guarantee funding of professional growth funds.

12.8.7.4. Voluntary or Paid Service to MCCCD

Members on sabbatical leave may not participate in voluntary or paid services to the District or to College/District Faculty Governance unless permission is granted by the Faculty Professional Growth Committee and the Provost. ResidentialFaculty members on Sabbatical Leave may participate in voting activities related to their employment.

12.8.7.5. Short-Term Sabbatical

A short-term sabbatical may be granted only if the purpose of the sabbatical 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.

12.8.7.6. Changes to Sabbatical Proposal

Any change in the sabbatical proposal must be formally approved by the Provost upon the recommendation of the Faculty Professional Growth Committee.

12.8.7.7. Failure to Follow or Complete Sabbatical

Residential 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 Faculty Professional Growth Committee and the Provost. The Chief Human Resources Officer, or designee, and the Faculty Association President will also be notified. Contract benefits will be governed by the benefit and disability provisions of the Faculty Agreement.

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 Faculty Senate President, and the Chair of the Faculty Professional Growth Committee. The committee will provide, without recommendation, its findings to the Chancellor, who will determine appropriate action.

12.8.8. 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 Provost, the College President, and the Faculty 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.

12.8.9. Return from Sabbatical

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

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.

12.8.10. Publication During Sabbatical

When a Residential Faculty 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.

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

12.9. Professional Unpaid Leave

Professional unpaid leaves are those leaves that are recommended by the Faculty Professional Growth Committee, approved by the Chancellor or designee, and relate to the Residential Faculty member's assigned duties. Therefore, the Residential Faculty 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 this section.

12.9.1. 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 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.

12.9.2. Administration of Professional Unpaid Leave Policy

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

12.9.3. Application Procedures

Applications for Professional Unpaid Leaves must be submitted to the appropriate Vice President for forwarding to the Faculty Professional Growth Committee preferably by February 15th and shall include:

- a statement of objectives of the proposed leave
- a statement relating the proposed leave to assigned duties
- a letter from the Department/Division Chair
- a letter from the College President or designee
- if work related, a letter stating duties and responsibilities

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

12.9.4. Recommendation Procedures

The Faculty Professional Growth Committee shall present its list of recommendations to the Chancellor, the Provost, and the Faculty Association President before April 1st.

The Provost will determine those Residential Faculty members approved for Professional Unpaid Leave and will provide the determinations to the applicants, Professional Growth Committee, and Faculty Association President by May 1.

12.9.5. Criteria for Professional Unpaid Leave

Criteria for Professional Unpaid Leave selection will include, but will not be limited to, the following:

- completing resident requirement for an advanced degree
- completion of advanced degrees
- curriculum and materials development
- planned and approved travel related to the subject field
- practical training of job experience in a subject-related field
- research and publication
- updating knowledge in subject field

12.9.6. Policy

12.9.6.1. Approval of Proposal Changes

Any change in a Professional Unpaid Leave Proposal must be formally approved by the Provost.

12.9.6.2. Failure to Follow Proposal

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 Faculty Senate President, and the Chair of the Faculty 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 Senate President, the College President will convene the Residential Faculty to elect the Residential Faculty representative.

12.9.7. Performance Reports

12.9.7.1. Statement Initiating Start of Leave

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

12.9.7.2. Final Report

Within sixty (60) days after returning, a final report stating benefits and professional growth acquired shall be sent to the Faculty Professional Growth Committee, the Provost, and the College President.

12.9.7.3. Failure to Meet Requirements or Complete Leave

Failure to meet requirements as stated in 12.9.6.1., 12.9.7.1., and 12.9.7.2. shall cause the Professional Unpaid Leave to revert to the classification of Personal Unpaid Leave.

A Residential 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 Faculty Professional Growth Committee. The Residential Faculty member's contract benefits will be governed by the benefit and disability provisions of the Faculty Agreement.

ARTICLE 13 PROFESSIONAL GROWTH

MCCCD recognizes the value of professional growth as it pertains to the continued development of teaching and learning. Residential Faculty may choose to advance on the salary schedule or receive reimbursement for various types of activities directly related to professional development. Faculty Professional Growth (FPG) has developed a set of policies and procedures that relate to advancement and reimbursement. All requests for salary advancement and/or reimbursement must adhere to the policies and procedures.

The policy is essentially a method of recognizing the efforts of Residential Faculty as they engage in professional activities related to their service to the District. The policy does not allow for compensation to be provided for activities considered to be a part of a Residential Faculty member's job duties.

Because of the great variety of activities that are recognized and the even greater range of individual requests, it may be necessary to apply interpretive judgment to determine whether the request adheres to the policy. Part of the responsibility of the FPG Committee is to make such determinations.

These guidelines will be prepared and reviewed annually by the FPG Committee and the Policy Review Committee. The guidelines will be approved annually by the Faculty Executive Council.

13.1. Professional Growth Advancement - General Information

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 with the District Human Resources Division by September 15th of the contract year.

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 member's hire is deemed to be a condition of their employment that is used in determining their initial placement on the salary schedule and, therefore, is not eligible for advancement under Professional Growth. Inclusion of coursework for horizontal placement may be appealed under 10.3.4. Salary Placement Review Board.

Some activities may require prior approval from the Faculty Professional Growth Committee.

The Faculty 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 Faculty 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 Department/Division Chairs. Other potential conflicts of interest will be treated in a similar manner.

13.2. Policy for Horizontal Advancement on the Salary Schedule

13.2.1. Approval of Individual College Courses

13.2.1.1. Graduate Courses Within Subject Field Policy

Graduate-level courses for which credit is granted, and not previously taken within the subject field, are acceptable if approved.

13.2.1.2. Undergraduate Courses Within Subject Field

Undergraduate courses within the subject field will be acceptable if approved.

13.2.1.3. 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 Faculty member. Courses required for the correction of Maricopa Community Colleges' Faculty hiring qualifications deficiencies, will not be accepted for advancement on the salary schedule, e.g., "The Community College" course.

13.2.1.4. Undergraduate Courses Not Within Subject Field

Undergraduate courses not within the subject field may be acceptable if approved.

13.2.1.5. Approval of College Courses While Pursuing a Degree

- **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.

- **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 Vice President.

13.2.2. Approval of Non Academic Activity

The maximum nonacademic activity credit allowed to advance on the salary schedule will be limited to fifty-seven (57) credit hours of the total eighty-five (85) hours possible. A clear and complete description of the nonacademic activity must be submitted with the request for credit approval. The Faculty Professional Growth Committee may request documentation and/or verification of the activity.

13.2.2.1. Travel

One (1) credit will be granted for each consecutive ten (10) days of travel. The maximum credit allowable in the area is twelve (12) credit hours.

13.2.2.2. Work Experience

The work experience must be directly related to the Faculty member's field of responsibility, and one (1) credit will be granted for each thirty-five (35) clock hours of work experience.

13.2.2.3. Clinics, Conferences, Workshops and Seminars

One (1) credit hour will be granted for each eighteen (18) hours in clinics, conferences, workshops, or seminars.

13.2.2.4. 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 Faculty member, and these activities must occur outside the regular hours of accountability.

13.3. Professional Growth Projects

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

- 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.
- Develop projects or programs for one or more Faculty members to improve knowledge, skills, or attitudes in a particular area.

13.4. Professional Growth Travel and Expenses

The Chancellor, with Governing Board approval, will allocate to the Faculty 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 Faculty Professional Growth policies.

13.5. Denial of Professional Growth

Denial of sabbatical leave, professional unpaid leave, or professional growth travel and/or fees by the Faculty Professional Growth Committee, is not grievable under the Faculty Agreement as outlined in Article 20. Members shall have the right to appeal decisions of the Faculty Professional Growth Committee on aforementioned activities to the Faculty Professional Growth Appeals Committee.

13.6. Clerical Support

Clerical support will be provided for the Faculty Professional Growth Committee through the Office of the Provost. The Provost will be expected to provide no less than one full time, regular, twelve (12) 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.

13.7. Professional Growth Budget For Residential Faculty

The annual budget for professional growth for Residential Faculty will be no less than the amount allocated the previous fiscal year and will consider increases relative to the number of additional Residential Faculty positions.

Monies allocated for the fiscal year will be fungible among the Professional Growth accounts. The Faculty Professional Growth Committee will make a recommendation to transfer funds to the Provost, who will approve the transfer.

Unused Professional Growth monies may be carried forward to the next fiscal year.

13.8. Professional Growth Budget For Adjunct Faculty

The Adjunct Faculty professional growth budget is funded through Maricopa Center For Learning And Innovation (MCLI). All Adjunct Faculty, plus current OYO and OSO, whether instructional or service, may apply for funding assistance on reimbursement basis to attend conferences, seminars, workshops, and professional meetings that are directly related to, and will enhance and/or update, the Adjunct Faculty's teaching skills and the learning of the Adjunct Faculty's students. The Adjunct Faculty Professional Growth Program is administered by the MCLI. For more details refer to: http://mcli.maricopa.edu/adjunct-fpg. [From Adjunct Faculty Handbook]

Adjunct Faculty may receive up to $750 within a fiscal year, depending on course load, in funding for approved professional growth activities including travel.

Adjunct Faculty who have taught for at least four semesters with MCCCD, and who have reasonable assurance of future course assignments, can apply for AFPG between assignments.

13.9. No Pay Deduction For Participation In Professional Growth

All Faculty who participate in approved professional growth activities enhance their expertise as faculty in addressing the needs of students. Because the institution derives a benefit from the professional growth of its faculty, the pay of Adjunct and Residential Faculty is not docked for classes or other professional responsibilities missed due to participation in approved professional growth activities.

ARTICLE 14 RESIDENTIAL FACULTY POSITIONS

14.1. Methodology for the Number of Residential Faculty Positions

Residential Instructional Faculty authorized positions at any College are based on total instructional load for the most recently completed Fall and Spring semesters in the same academic year. Load is converted to full-time teacher equivalents (FTTE) by dividing total instructional load by 30. Library Faculty and Counseling Faculty authorized positions are based on Fall Full-Time Student Equivalent (FFTE).

14.1.1. Instructional Faculty

At the individual Colleges, a minimum of 60% of the total instructional load shall be taught by Residential Faculty. The residential/adjunct ratio (as defined in Article 1) for the individual Colleges will be calculated each Fall semester. During the eight to ten (8 – 10) year implementation phase commencing in Fall 2013, Colleges shall increase the number of filled Residential Faculty lines every year until the percentage of instructional load taught by Residential Faculty reaches and is maintained at 60% or higher. The guiding principles for the implementation plan as identified by the FACT team will inform the implementation phase.

14.1.2. Library and Counseling Faculty

At the individual Colleges, there will be a minimum of one (1) Residential Library Faculty and one (1) Residential Counseling Faculty per 1000 FTSE. The Library and Counseling Faculty ratios (as defined in Article 1.) for the individual Colleges will be calculated each Fall semester based on Fall Full-Time Student Equivalent (FFTE). Duringthe eight to ten (8 – 10) year implementation phase commencing in Fall 2014, Colleges shall increase the number of filled Residential Library and Counseling Faculty lines until the 1000:1 ratios are attained. Implementation plan guiding principles identified by FACTwill inform the implementation phase.

14.1.3. Allocation of Residential Faculty Lines at the Colleges

As a part of its normal deliberations, the College Staffing Advisory Committee will seek to allocate residential faculty lines with an appropriate balance between departments/divisions to ensure that 60% of the total instructional load at each College is taught by Residential Faculty and the Library and Counseling Faculty ratios are achieved.

ARTICLE 15 RESIDENTIAL FACULTY TRANSFER PROCESS

A Residential 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.

15.1. Faculty-Requested Transfers

15.1.1. Factors for Consideration

In the case of a Faculty-requested transfer, the following factors will be considered.

- The preference of the Faculty member for a particular College;
- Protecting the employment of Appointive Faculty members in the event of overstaffing in the present assignment; and/or
- Meeting the staffing needs educationally and/or numerically of another College/facility.

15.1.2. Transfer Decision-Making Process

All parties concerned will provide input into the transfer decision including, but not limited to, the following: College Presidents, Vice Presidents, Department/Division Chairs of the appropriate Colleges, in addition to the Faculty member requesting transfer.

The determination of transfer will be based upon, but not limited to, the following criteria: (a) willingness of transferee/receiving College (division, department and administration); (b) reciprocal need for transfer; (c) academic qualifications of transferee; and (d) mutual Presidential agreement.

Before the determination of transfer is considered, the transfer opportunity will be communicated to all Residential Faculty in the District. Once communication has occurred, all transfer requests will be considered. When the conditions above are met, a voluntary transfer can be approved.

15.2. Institution-Initiated Transfers

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

In such instances, decisions to reassign Faculty will be authorized by the College President(s) who are involved, with the concurrence of the Chief Human Resources Officer, or designee. The Faculty member(s) will be advised as far in advance as possible of any decision to implement an involuntary transfer.

Affected Faculty members shall have the right to appeal (in writing) such reassignment. Such appeal must be delivered to the Chief Human Resources Officer, or designee, within fifteen (15) business days of the original notice of reassignment. Chief Human Resources Officer, or designee, will review the circumstances of the reassignment, determine whether to sustain the appeal or not,

and notify the Faculty member and provide a decision in writing within thirty (30) calendar days of receipt of the appeal. The Faculty member will have the right to appeal the decision of the Chief Human Resources Officer, or designee, to the Chancellor for a final decision. Such appeal must be delivered to the Chancellor within fifteen (15) business days of written notification of the Vice Chancellor's decision. The Chancellor will advise the affected Faculty member and the affected College President(s) of his/her decision regarding the transfer appeal within thirty (30) business days of the receipt of the appeal. In the event the reassignment location has not been finalized, an update will be provided in writing every thirty (30) business days.

ARTICLE 16 RETAIN AND RETRAIN POLICY

16.1 Purpose

The purpose of this policy is to provide a process by which Residential Faculty may be retained as district employees as an alternative to layoff in the event of a planned reduction-in-force at a College. This policy is not to be used to address faculty performance concerns.

16.2. Faculty Service Areas

Instructional Councils are accountable for recommending Faculty Service Areas (FSA) (i.e. instructional disciplines and/or service areas). All areas of specialty overseen by an Instructional Council may be grouped into a single Faculty Service Area or into multiple Faculty Service Areas as determined by the Instructional Council.

Instructional Councils determine the minimum qualifications necessary for faculty to teach or work in each FSA. Instructional Councils assign all courses in the course bank to one or more FSA.

The Provost is the approval authority for all FSA designations recommended by Instructional Councils. By March 1 of each academic year, each Instructional Council shall provide the Provost with written FSA recommendations. The Provost will review and approve final FSA designations for the following academic year by March 15.

Residential Faculty are deemed qualified in any FSA in which they meet the minimum qualifications. The primary FSA of instructional faculty is the FSA in which the majority of the faculty member's instructional load is taught over the most recently completed academic year. For Service Faculty, the primary FSA is the service area in which the faculty member has worked the majority of hours over the most recently completed academic year.

Secondary FSAs are all non-primary FSAs in which a faculty member meets the minimum qualifications.

The appropriate Vice President, or designee, at each College shall review and approve final FSA assignments by April 15. Residential Faculty may appeal the determination to the Provost by May 1.

Under-Ratio FSAs at a College are FSAs in which the addition of one Residential Faculty will not cause the percentage of instructional load in the FSA taught by Residential Faculty to exceed the applicable faculty ratios identified in Article 1.

By October 1, the Provost will provide the list of Under-Ratio FSAs at each College to all Residential Faculty.

16.3. Reduction-in-Force Decision Making Process

The College President will convene a meeting with the appropriate Vice President, Faculty Senate Leadership, Department/Division Chair with responsibility for the FSA, and all ResidentialFaculty within the FSA to review data and identify potential solutions where a reduction-in-forceis being considered. The meeting will be facilitated by a neutral party trained in interest-based decision making and not employed at the College upon the request of any participant convened forthe meeting.

16.3.1. Data Analysis

In the meeting, the analysis that has led the College President to conclude that a reduction-in-force in the FSA at that College may be necessary will be shared. The analysis will include but is not limited to the following:

- Relationship of the FSA to the mission, vision, values, and strategic plan of the College and district
- External requirement for the services provided by the FSA such as accreditation or intergovernmental agreements
- Annual instructional load (as applicable)
- Percentage of annual instructional load taught by Residential Faculty (as applicable)
- Fall Full-Time Student Equivalent (FFTE) inclusive of dualenrollment
- Number of Residential Faculty teaching/working in the FSA
- Number of Residential Faculty whose primary FSA is the FSA being analyzed
- Revenue trends over five years for the FSA including but not limited to tuition and fees
- Expenditure trends over five years for the FSA including but not limited to personnel and capital
- Account balances for any fees accounts within the FSA
- Cost/benefit analysis of reducing all non-Residential Faculty plus one Residential Faculty within the FSA
- An explanation of the problem that reducing the number of faculty in the FSA would solve
- The list of potential Residential Faculty that are at risk of layoff as determined by the Vice Chancellor of Human Resources
- Other relevant information, as requested

16.3.2. Identification of a Preferred Solution

The facilitator will assist the group in the following:

- Understanding the history of the FSA
- Identifying the problem that needs to be solved
- Determining the parties' interests
- Generating options for solutions
- Applying agreed-upon criteria to evaluate possible solutions
- Reaching consensus on a preferred solution

Potential solutions could include:

- Formal solicitation of voluntary retirements of Residential Faculty members in the FSA, in inverse order of potential layoff
- Moving one or more Residential Faculty in the affected FSA to a secondary FSA at the College in which the faculty member is qualified. The secondary FSA would become the primary FSA for the affected faculty member in the subsequent year
- Voluntary transfers of one or more Residential Faculty members in the affected FSA to vacant faculty positions at other Colleges pursuant to 15.1.
- Multiple College assignments to include day and evening assignments

If the preferred solution includes a recommendation that no non-Residential Faculty be hired and one or more Residential Faculty members within the FSA be reduced, the parties will jointly prepare and submit a written reduction-in-force plan to the Chancellor no later than October 1. If approved by the Chancellor, the plan will go into effect on July 1 of the subsequent fiscal year.

16.3.3. Process to Resolve an Impasse

If the parties are unable to reach consensus on a preferred solution and the College President believes not hiring any non-Residential Faculty and a reduction of one or more Residential Faculty in the FSA is necessary, the College President will prepare and submit a written reduction-in-force plan to the Chancellor no later than October 1. At least seven (7) days in advance of the submission of the plan to the Chancellor, the written reduction-in-force plan will be shared with the Residential Faculty in the FSA and the Faculty Senate President. The faculty in the FSA may submit a written statement to the Chancellor related to the proposed reduction plan. If approved by the Chancellor, the plan will go into effect on July 1 of the subsequent fiscal year.

16.4. Determining the Residential Faculty Affected by a Reduction-in-Force Plan

If the alternatives to a reduction-in-force do not sufficiently address the problem to be solved, the Chancellor shall determine the number of occupied Residential Faculty positions within an FSA to be reduced and the Residential Faculty members to be laid off pursuant to the following four-step process:

- The Chancellor will review the final recommendation and determine the FSA(s) and number of Residential Faculty positions in each FSA to be reduced.
- The final reduction-in-force plan shall be submitted to the Chancellor for approval.
- The Chancellor will provide the plan to the Chief Human Resources Officer, who will review the plan and determine the specific

Residential Faculty member(s) to be laid off based on the criteria provided herein.

- Upon approval of the reduction-in-force plan by the Chancellor, layoffs of identified Residential Faculty members shall be implemented by District Human Resources.

16.6. Layoff Order for Reduction-in-Force

No non-Residential Faculty (e.g. Adjuncts, OSOs, OYOs) shall be employed by the College in the FSA(s) in which Residential Faculty are to be laid off. The layoff order for Residential Faculty will be in inverse order of seniority, where seniority is determined by the first date of Residential Faculty employment (i.e. tenure track date). In the event that two faculty in the FSA have the same tenure track date, the following criteria will be used in the numbered order below until a tie no longer exists to determine which faculty member is the most senior.

1. The Residential Faculty member with the greatest number of fall/spring semesters teaching/working in the FSA at the College will be most senior.
2. The Residential Faculty member who is furthest to the right on the salary schedule will be the most senior.
3. If a tie in seniority still exists after applying the aforementioned criteria, the Chief Human Resources Officer shall randomly select which faculty member will be said to have the greatest seniority.

The Residential Faculty members in the FSA at the College to be laid off shall be notified by the Chief Human Resources Officer no later than December 1.

16.7. Retaining and Retraining Faculty Identified for Layoff

16.7.1. Plan to Retain

No later than the last day of Fall Semester, a committee composed of the Residential Faculty member who has been identified for layoff, the appropriate Department/Division Chair, the Faculty Senate President, and the appropriate Vice President (or designee), shall meet with the purpose of developing a plan to retain the faculty member scheduled for layoff as an employee in the District.

Options for the plan may include but are not limited to transferring to another College as Residential Faculty in any Under-Ratio FSA in which the Residential Faculty member is qualified or retraining to become qualified in an Under-Ratio FSA before transferring to another faculty position.

16.7.2. Transfer to Another College without Retraining

Probationary Faculty whose most recent Peer Assistance and Review recommendation was Renew and all Appointive Faculty may:

- Request a voluntary transfer to faculty positions at any other MCCCD College in which the faculty member is qualified in inverse order of proposed layoff pursuant 15.1.1.
- Request a transfer into any Under-Ratio FSA at any other MCCCD College in which the faculty member is qualified.

Within 15 accountability days of such a request, the faculty member will be interviewed by the College. If the faculty member meets the minimum qualifications of a Residential Faculty position in the FSA, they will be hired into the position, assuming funding as described in this section is available, unless the President of the receiving College can demonstrate that the Residential Faculty is not willing or able to perform the essential functions of the position as constituted in the FSA at that College.

If the faculty member is transferred, the gaining College shall contribute the equivalent of 30.0 load hours at the adjunct rate to the cost of the new faculty line. The balance of the transferred Residential Faculty member's salary shall be transferred from the District to the gaining College as a part of the budgeted residential/adjunct 60:40 ratio implementation plan. The ability to transfer under this process is contingent upon budgeted funds for the residential/adjunct 60:40 ratio implementation plan.

16.8. Retraining

Appointive Faculty identified for layoff, who are not transferred per 16.7.2. above, are eligible to be retrained as described hereafter.

The committee identified in 16.7.1., will seek to determine what additional coursework or other training will be required for the faculty member to become qualified in an Under-Ratio FSA selected by the Residential Faculty member.

If the committee determines that it is feasible for the Residential Faculty Member to become qualified in the selected Under-Ratio FSA within 12 months of the scheduled date of the layoff and the Residential Faculty member is willing to pursue retraining, the committee will submit a training plan to the Chief Human Resources Officer for review. The CHRO, upon verifying the plan, will result in the Residential Faculty member becoming qualified in an Under-Ratio FSA, will approve the plan and notify the committee, the Provost, and the College President of the College where the Residential Faculty member will transfer upon becoming qualified in the Under-Ratio FSA.

If the Residential Faculty member has not become qualified in the selected Under-Ratio FSA by the scheduled layoff date at the College, the Residential Faculty member will be placed on a retrainment leave for up to 12 months, after the Residential Faculty member expresses intent to complete the retraining plan.

A Residential Faculty member’s salary and benefits during any retrainment leave shall be funded entirely by Faculty Professional Growth funding.

The benefits and obligations for retrainment leave shall be the same as those described in Article 13, 12.8.6., 12.8.7., 12.8.8., and 12.8.9.

Upon becoming qualified in the selected Under-Ratio FSA, the Residential Faculty member will transfer into the selected Under- Ratio FSA at the previously identified College pursuant 16.7.2.

If the retrained Residential Faculty member fails to become qualified in the Under-Ratio FSA, the member shall then be subject to layoff and will be required to repay the salary paid to the member during the retrainment leave. If the retrained member obtains retraining and is placed in the Under-Ratio FSA but works less than two (2) academic years in the Under-Ratio FSA after retraining, the member will be required to repay the salary paid during the retrainment leave.

16.9. Appeal Process

16.9.1. Verification of Policy Application

A Residential Faculty member who has been notified that the member is scheduled to be laid off may appeal, if the employee believes this retain and retrain policy was violated. The affected employee must submit a written request specifying the improper application of the policy to the CHRO, or designee, within five (5) business days of the receipt of notice of layoff. Upon receipt of the request, the CHRO shall convene an AppealCommittee made up of the Faculty Association President, the Director of the HR Solutions Center and MCCCD General Counsel, or designees. The Appeal Committee shall meet within ten (10) business days of the request to verify that the reduction-in-force decision making process was followed (16.3), that alternatives to a reduction-in-force were considered (16.4), that the least senior faculty member was selected for layoff (16.6), and that the Residential Faculty member was provided the option of transfer or retrain and transfer (16.7). The Appeal Committee shall determine if the policy was followed. If the Appeal Committee determines the policy was followed, the layoff decision will stand. If the Appeal Committee determines the policy was not followed, the committee will report any variances to the Vice Chancellor of Human Resources.

If the Vice Chancellor of Human Resources concurs that the policy was not followed, appropriate remedial action will be taken.

16.9.2. Illegal Discrimination

In situations involving allegations of discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status, age, disability, veteran status, or genetic information, the review of the layoff shall be conducted by the MCCCD EEO/AA Manager, who shall submit a recommendation to the Vice Chancellor of Human Resources, who shall make a final decision.

16.9.3. Notification of the Outcome of an Appeal

The Chief Human Resources Officer, or designee, shall issue a written decision regarding the appeal to the affected employee, Faculty Association President, and College President within five days of receiving either the recommendation of the Appeal Committee or the EEO/AA Manager. The decision is final and cannot be grieved under the grievance procedure in this manual.

16.10. Effect of Layoff

16.10.1. Employment

Residential Faculty scheduled for layoff who do not transfer to another College or accept a retrainment leave will be laid off pursuant to this policy and are deemed separated from service with MCCCD effective June 30 of the current fiscal year. Eligible employees shall be paid for accrued but unused sick leave pursuant to 11.6.

16.10.2. Insurance Benefits

Laid-off employees may continue to receive insurance benefits according to district policy and law if they are not reemployed by MCCCD.

16.10.3. Tuition Waiver

Residential Faculty and their spouses and dependents may continue to receive tuition waivers for any MCCCD course that begins before July 1 of the subsequent fiscal year.

16.10.4. Retirement Status/Withdrawal of Employee Contributions

Laid-off Residential Faculty stop earning retirement service credits effective July 1 of the subsequent fiscal year. They may elect to withdraw the employee portion of retirement contributions pursuant to state law, which may include the employee portion and employer portion based on credited service, as of July 1 of the subsequent fiscal year without affecting reemployment rights. Should the employee withdraw employee contributions and resume employment with MCCCD within 24 months of the layoff effective date, the previously forfeited credited service may be repurchased as permitted by state law by paying an amount equal to the amount of withdrawn contributions plus interest to ASRS within 60 days of rehire date. Affected employees are urged to consult with District HR staff and ASRS about the consequences of withdrawing employee contributions.

16.10.5. Rights During Layoff Notice Period

Between the December 1 layoff notification date and the June 30 layoff implementation date, the Residential Faculty member shall retain all rights of a Residential Faculty member including but not limited to salary and benefits.

16.10.6. Recall Rights

Laid-off Residential Faculty members shall be placed on a recall list for three (3) years following the June 30 effective date of layoff. If the FSA at the College becomes an Under-Ratio FSA and if the College decides to hire any other Residential Faculty or OYO/OSO faculty in the FSA, the laid-off Residential Faculty member will be recalled in inverse order of layoff (last person laid off will be the first person recalled). If a laid-off Residential Faculty member accepts any other full-time permanent position within MCCCD, the member will be removed from the recall list. While on a recall list, a laid-off Residential Faculty member shall be considered an internal candidate when applying for all vacant MCCCD employment positions.

ARTICLE 17 PROBATIONARY RESIDENTIAL FACULTY PEER ASSISTANCE AND REVIEW

Faculty are committed to quality teaching and to providing professional service to students, colleagues, and the District. Faculty agree to adhere to, support, and implement the following Probationary Faculty evaluation policies and procedures.

17.1. Purpose

The rigorous Individual Development Plan (IDP) process is intended to provide significant professional growth and development for the Probationary Faculty member in an environment of support and encouragement from Faculty Developers, Department/Division Chairs, Faculty Mentors, Instructional Administrators, and others. Probationary Faculty document their instructional/primary work expertise, service to college and community, and professional development through the IDP. Probationary Faculty submit an IDP annually for a period of five (5) years.

The IDP and Peer Assistance and Review (PAR) process will not be used to address issues related to a Probationary Faculty member's employment outside the scope stated above. As such, it is not a punitive process nor the appropriate avenue to address professionalism and conduct standards, or ethical behavior, disciplinary, and administrative issues. It is the responsibility of the Department/Division Chair and/or appropriate administrator(s) to use the administrative review process (see Article 20.6.) to address any issues that fall outside of instructional/primary work expertise, service to college/district, and professional development.

17.1.2. Areas for Evaluation

The IDP includes the following areas for evaluation: instruction/primary work activity; service to department/division, college, and district; and professional development. Evidence for each annual IDP shall only include activities from the one-year period of the IDP.

17.1.2.1. Instruction or Primary Work Activity

To document instructional excellence or excellence in primary work activity, Probationary Faculty submit the following required elements:

17.1.2.1.1. Instructional/primary work activity evaluation from trained Chief Academic Affairs Officer or designee

17.1.2.1.2. Instructional/primary work activity evaluation from trained Department/ Division Chair/Program Director or designee

17.1.2.1.3. Instructional/primary work activity observation and feedback from peer(s)

17.1.2.1.4. Results from Student Evaluation Forms (or Participant Evaluation Forms for faculty who do not work directly with students)

17.1.2.1.5. Narrative demonstrating a personal reflection on instructional/primary work activities effectiveness in light of the evaluations, observations, and feedback

During Probationary Years 1 and 2, evaluations and observations will be completed once per semester. During Probationary Years 3 – 5, evaluations and observations will be completed once per year. (Article 17.1.5.)

17.1.2.2. Service to Department/ Division, College, and District

To document service to department/division, college, and district, Probationary Faculty submit evidence of service and provide a personal reflection on service activities and contributions. Some examples are provided below.

17.1.2.2.1. Listing of committee/task force membership and description of contributions

17.1.2.2.2. Description of participation in special projects/initiatives such as special events or curriculum development/revision

17.1.2.2.3. Description of community service activities such as working with local business and industry, recruitment, service learning, outreach events, advisory board participation, outreach to K-12 partners, outreach to university partners, and volunteer activities

17.1.2.3. Professional Development

To document professional development, Probationary Faculty submit evidence of professional development and provide a personal reflection on professional development activities and achievements. Some examples are provided below.

17.1.2.3.1. College-level courses completed

17.1.2.3.2. Workshops and conferences attended

17.1.2.3.3. Books or articles published

17.1.2.3.4. Presentations given

17.1.3. Peer Assistance and Review (PAR) Team Participants

The PAR Team meets regularly to discuss the Probationary Faculty member's progress in developing the IDP.

17.1.3.1. PAR Team for Year 1

17.1.3.1.1. The Probationary Faculty member.

17.1.3.1.2. One, preferably two, trained Appointive Faculty peers (or other professional colleague) chosen by the Probationary Faculty member. Peers will be selected with the assistance of the Faculty Developer in consultation with the Chief Academic Affairs Officer or designee and the Faculty Senate President. Peers may be selected from outside the faculty member's discipline, department, or college.

17.1.3.1.3. The college's Faculty Developer and PAR Facilitator, if this role is separate from the Faculty Developer.

17.1.3.2. PAR Team for Years 2 – 5

17.1.3.2.1. The Probationary Faculty member.

17.1.3.2.2. One, preferably two, trained Appointive Faculty peers (or other professional colleague) chosen by the Probationary Faculty member. Peers will be selected with the assistance of the Faculty Developer in consultation with the Chief Academic Affairs Officer or designee and the Faculty Senate President. Peers may be selected from outside the faculty member's discipline, department, or college.

17.1.3.3 PAR Team Training

The Faculty Developers Council (FDC) will create, maintain, and administer training for PAR Team members.

17.1.4. Peer Assistance and Review Committee (PARC)

The PARC consists of the appropriate instructional administrator and at least four (4) trained, Appointive Faculty appointed by the Faculty Senate President in collaboration with the Chief Academic Affairs Officer. The PARC will evaluate all Probationary Faculty Individual Development Plans (IDPs) and make recommendations to the College President related to the renewal of the probationary appointment, and when appropriate, the granting of Appointive status. For the first four IDPs of each Probationary Faculty member, the PARC will offer one of the following recommendations by consensus:

- Recommend **Renew**: Recommend renew indicates that the faculty member has demonstrated proficiency in instruction/primary work activity based upon the College's rubric; service to department/division, college, and district; and professional development.

- Recommend **Renew with Development:** Recommend renew with development indicates that the faculty member has demonstrated some growth in instruction/primary work activity; service to department/division, college, and district; and/or professional development. However, there are critical and essential areas of opportunity the faculty member must address to achieve proficiency based upon the College's rubric. The faculty member will benefit from intentional and specific mentorship and professional development.
- Recommend **Nonrenew**: Recommend nonrenew indicates that the faculty member did not demonstrate evidence of progress towards proficiency or competency in instruction/primary work activity; service to department/division, college, and district; and/or professional development.

Upon review of the fifth IDP of a Probationary Faculty member, the PARC will recommend by consensus one of the following:

- recommend renew with development and extension of probationary period by no more than one year (see RFP 17.1.7.3.)
- recommend for Appointive status
- recommend nonrenew

17.1.4.1. Faculty Developers Council

The Faculty Developers Council (FDC) will create, maintain, and administer training for PARC members. That training will occur annually before PARC convenes to review IDPs and determine recommendations.

17.1.4.2.

PARC is to create a recommendation based on the Probationary Faculty member's current year IDP only, and based only on information in the IDP. The reflection document summarizing an existing Renew with Development process will be included in the next year's IDP and will be reviewed in determining if the areas of development have been adequately addressed.

17.1.4.3.

PARC will provide each Probationary Faculty member written feedback to support the recommendation from the PARC.

17.1.4.4.

A Probationary Faculty member actively and thoughtfully participating in PAR and the IDP process cannot receive a nonrenew recommendation without a prior renew with development recommendation unless concerns of such weight occur as to merit a nonrew recommendation. In the first year that PARC identifies concerns that it feels could lead to nonrenewal, it will make the recommendation of renew with development and refer its concerns to the appropriate administrator for the administrative evaluation review process as applicable. Nonrenew recommendations not meeting this requirement will automatically become a renew with development

recommendation. It is the Chief Academic Affairs Officer's responsibility in conjunction with the Faculty Senate representative to ensure these criteria are met before the recommendation goes to the College President.

17.1.4.5.
An Appointive Faculty Senate leadership representative (President Elect, current President, past President, or designee by current President) will be included in PARC discussions about potential renew with development~~, renew with concern,~~ or nonrenew recommendations as an observer (or as a PARC member if necessary) and has the designated role of upholding the policies outlined in the Faculty Agreement.

17.1.4.6.
Each college must create an IDP review rubric and provide that rubric to Probationary Faculty members by the third Friday of October each year.

17.1.4.7.
PAR Facilitators, as part of the Faculty Developers Council, will serve as an overseeing body to yearly approve college PARC rubrics with the purpose of ensuring consistent and appropriate PAR process application. PAR Facilitators will approve rubrics by the last Friday of September each year. A Faculty Developer may fill this role if the Faculty Developer also serves as the PAR Facilitator.

17.1.4.8.
All faculty PARC participants (voting and non-voting) shall be appointive faculty.

17.1.5. Timeline

17.1.5.1. Year 1
The focus of the first year is for the Probationary Faculty to be actively involved in the New Faculty Experience at the college.

August: Probationary Faculty participate in New Faculty Experience. PAR Teams identified.

September – December: Instructional evaluations, observation(s), and follow-up meetings occur. Initial draft of IDP created in consultation with PAR team. PAR team meeting(s) are conducted. Faculty Developer keeps appropriate Chief Academic Affairs Officer informed of progress. IDP rubric approved and disseminated by the third Friday in October.

January – March: Updated draft of IDP submitted to PAR team no later than the end of the week of accountability. Instructional evaluations, observation(s), and follow-up meetings occur. PAR team meeting(s) are

conducted. Final draft of IDP submitted to the PARC by the fourth Friday in March.

April: PARC evaluates all IDPs submitted by Probationary Faculty. Recommendation submitted to College President and Probationary Faculty informed by the third Friday in April.

May: College President announces renew, renew with development, or intent to nonrenew decision by May 1.

17.1.5.2. Year 2

August – December: Instructional evaluations, observation(s), and follow-up meetings occur. Initial draft of IDP created in consultation with PAR team. PAR team meeting(s) are conducted. Faculty Developer keeps appropriate Chief Academic Affairs Officer informed of progress. IDP rubric approved and disseminated by the third Friday in October.

January – March: Updated draft of IDP submitted to PAR team no later than the end of the week of accountability. Instructional evaluations, observation(s), and follow-up meetings occur. PAR team meeting(s) are conducted. Final draft of IDP submitted to the PARC by the fourth Friday in March.

April: PARC evaluates all IDPs submitted by Probationary Faculty. Recommendation submitted to College President and Probationary Faculty informed by the third Friday in April.

May: College President announces renew, renew with development, or intent to nonrenew decision by May 1.

17.1.5.3. Years 3 – 5

August – March: Instructional evaluations, observation(s), and follow-up meetings occur a minimum of once per year. Initial draft of IDP created in consultation with PAR team. PAR team meeting(s) are conducted. Faculty Developer keeps appropriate Chief Academic Affairs Officer informed of progress. IDP rubric approved and disseminated by the third Friday in October. Updated draft of IDP submitted to PAR team no later than the end of the week of Spring accountability. Final draft of IDP submitted to the PARC by the fourth Friday in March.

April: PARC evaluates all IDPs submitted by Probationary Faculty. Recommendation submitted to College President and Probationary Faculty informed by the third Friday in April.

May: For Years 3 and 4, the College President announces renew, renew with development, or intent to nonrenew by May 1.

For Year 5, the College President forwards recommendation for Appointive status, renew with development, or nonrenew to the Chancellor by May 1.

17.1.5.4. Faculty Hired Mid-Year

17.1.5.4.1. The first IDP for faculty hired mid-year will include evidence from Spring semester and the entire following year, with their first IDP being submitted in March of their third regular semester.

17.1.5.4.1.1. For example: A faculty member hired Spring of 2021 would submit the first IDP in March of 2022.

17.1.5.4.1.2. After the submission of the first IDP, faculty hired mid-year will follow the Timeline of all Probationary Faculty.

17.1.5.4.2. Participation in the year-long New Faculty Experience will begin in the first Fall semester after being hired.

17.1.5.4.3. The fifth and final IDP for faculty hired mid-year will occur in their fifth Fall semester, with the IDP being submitted by the first Friday in November, and will only include evidence since their fourth IDP. The IDP rubric used for this PARC review will be the same used in the previous Spring semester.

17.1.5.4.3.1. PARC recommendation submitted to the College President and Probationary Faculty informed by the third Monday in November.

17.1.5.4.3.2. College President announces Appointive status, renew with development, or intent to nonrenew decision by December 1.

17.1.5.4.4. Upon review of the fifth IDP, which shall occur at the end of the Probationary Faculty's fifth Fall semester, the College President will make a recommendation for Appointive status, renew with development, or nonrenew. If approved by the Chancellor, Appointive status will be awarded January 1 of the following calendar year.

17.1.6. Rebuttal of PARC Recommendation

Probationary Faculty who receive a recommendation of renew with development, or nonrenew from the PARC may send the College President a written rebuttal to the recommendation. Such rebuttal must be received within five (5) business days of the notification of the recommendation.

17.1.7. College President Response to PARC Recommendation

17.1.7.1. Renew

If, after reviewing the PARC recommendation, a College President determines that the Probationary Faculty member should be renewed, the Probationary Faculty member's employment shall continue for the subsequent academic year.

17.1.7.2. Renew with Development

If, after reviewing the PARC recommendation, a College President determines that the Probationary Faculty member should be renewed with development the Probationary Faculty member shall complete the~~respective~~ Renew with Development Process Process (Article 17.1.8)

17.1.7.3. Recommend for Appointive Status

After reviewing the PARC recommendation resulting from the evaluation of the fifth IDP, if a College President determines that the Probationary Faculty member should be recommended for Appointive status, a recommendation to grant Appointive status will be sent to the Chancellor. If the College President determines not to recommend for Appointive status, the President may either renew with development (and extend the probationary period by no more than one additional year) or recommend nonrenew to the Chancellor.

17.1.7.4. Nonrenew

17.1.7.4.1. While Residential Faculty are originally employed with the intention that they are continuing employees, the Chancellor (upon the advice of a College President) may determine that a Probationary Faculty member's contract not be renewed.

17.1.7.4.2. If, after reviewing the PARC recommendation, the College President determines the Probationary Faculty member should not be renewed, the College President shall recommend to the Chancellor in writing that the Probationary Faculty member not be renewed. The recommendation shall include the reasons for nonrenewal.

17.1.7.4.3. If the Chancellor agrees that the Probationary Faculty member should not be renewed, the Chancellor or designee will deliver the notice of intent to nonrenew by delivering it personally to the Faculty 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 MCCCD records no later than May 15. The notification shall include the reasons for nonrenewal.

17.1.7.4.4. Probationary Faculty who are nonrenewed are no longer employed as Residential Faculty.

17.1.7.5. Change to Recommendation
If, after reviewing the PARC recommendation, a College President decides it is necessary or appropriate to make a change to a PARC recommendation, then the College President will provide specific documentation that justifies the change of the recommendation. This documentation is provided to the Probationary Faculty member, PARC, and Faculty Developer, and a copy is archived in the Probationary Faculty member's official personnel file.

17.1.8. Renew with Development

A Probationary Faculty member who receives a renew with development recommendation will complete the Renew with Development process during the next academic year. The Renew with Development process is designed to provide additional support to the Probationary Faculty member, as indicated in PARC feedback, in the areas of instruction/primary work, service, and professional development.

17.1.8.1.
The process begins in April after PARC recommendations are delivered and ends in March of the following year before submission of the IDP.

17.1.8.2.
The process is supported by a team including, at a minimum, the Probationary Faculty member, the PAR facilitator (or the Faculty Developer, if the Faculty Developer fills the PAR facilitator role), the Chief Academic Affairs Officer, the Faculty Senate President, and the Department/Division Chair.

17.1.8.2.1. The role of the team is to provide guidance and support to the Probationary Faculty member throughout the next academic year as they work to develop in the areas of PAR and the specifically-identified PARC feedback.

17.1.8.2.2. In their initial meeting, the team will develop a list of suggestions that would help the Probationary Faculty member grow in the areas specifically identified in the PARC feedback.

17.1.8.2.3. The PAR facilitator (or the Faculty Developer, if the Faculty Developer fills the PAR facilitator role) oversees the Renew with Development process which shall include regular check-ins with the Probationary Faculty member.

17.1.8.3.
The Renew with Development process shall be based on the PARC feedback and designed by the identified process team. The process may include items suggested by the team during the initial meeting or other ideas

similar in spirit or development potential. Recommendations must be as clear, specific, and measurable as possible.

17.1.8.4.
Before submission of the next IDP, the Probationary Faculty member completes the process by providing a written reflection to the Renew with Development team members detailing how the actions taken during the process resulted in growth.

17.1.8.5.
PAR Facilitators (or Faculty Developers, if the Faculty Developer fills the PAR facilitator role), as part of the Faculty Developers Council, will serve as an overseeing body of the Renew with Development Process procedure documents from each college with the purpose of ensuring consistent and appropriate process application. PAR Facilitators (or Faculty Developers, if the Faculty Developer fills the PAR facilitator role) will acquire all Renew with Development procedural documents from the process team by the first Friday in December.

17.1.9. Storage of PAR Process Documents

The Probationary Faculty member's Chief Academic Affairs Officer instructional/ primary work activity evaluations, Department/Division Chair evaluations, student evaluations, and Individual Development Plan (IDP) will be maintained at the local college. The PARC's and College President's recommendations will be maintained in the Faculty member's official personnel file. (See RFP 3.9.4)

17.1.10. Continuation of PAR Task Force

The PAR Task Force may be called yearly by FACT to reconvene and make suggested changes to the PAR Process.

ARTICLE 18 RESIDENTIAL FACULTY EVALUATION PLAN FOR INSTRUCTIONAL IMPROVEMENT

Residential Faculty are committed to quality teaching and instruction and are employed to provide professional services to students, colleagues and the MCCCD Residential Faculty support and implement the following self-evaluation policies and procedures. The objectives of the evaluation program are as follows:

- To improve teaching performance.
- To advise Residential Faculty members regularly and specifically of their strengths and weaknesses, progress, and overall status.
- To maintain continuity with advances in the respective disciplines.
- To continually seek effective and updated methodologies, the application of which provide increased comprehension of the discipline.

18.1. Time Frame

Although the FEP can begin at any time, the appropriate college Vice President or designee, through the appropriate Department/Division Chair, will be responsible for notifying Residential Faculty early in the fall semester of the evaluation year. The FEP must be completed and submitted to the appropriate college Vice President or designee by June 30th of the evaluation year.

Appointive Faculty must complete or review and update a plan every third year (or more often if the Faculty member desires).

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

18.2. Areas for Evaluation

To complete an FEP, each Residential Faculty must engage in a self-examination of the three Required Areas and at least two of the Elective Areas. Examples of the following areas can be found in the Faculty Evaluation Plan guidelines.

1. 18.2.1. Required Areas

- Teaching, Learning, and/or Service
- Course Assessment and/or Program Development/Revision
- Governance and/or Committee Participation at the College and/or District levels

2. 18.2.2. Elective Areas

- Professional Development
- Acquisition of New Skills
- Enhancement of Diversity and Inclusion
- College Level Assessment of Learning Outcomes

- Service to the Community

3. 18.2.3. Related Areas

In addition to an assessment of these "Three Required Areas and Two Elective Areas," other "Related Areas" may also be selected by the Residential Faculty to review, in order to bring into better focus their full professional involvement at the college or within the MCCCD. See the FEP guidelines for examples.

18.3. Participants

The team will consist of:

- The Residential Faculty to be assessed will be the director of, and active participant in, the designing and implementation of his/her FEP. He/She will carry the major responsibility for gathering the information about and completing the plan to the best of the person's ability.
- An FEP committee member (to be chosen by the Faculty member) may be outside the Faculty member's discipline, department, or college.
- A third person will be chosen from the following: Another professional colleague, Department/Division Chair, college Vice President, Faculty/Staff Development Specialist, and advisory committee member or alumnus.

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

18.4. Verification of Compliance

At the conclusion of the process, the individual team members (referenced in 18.3) will review the documents submitted by the Residential Faculty member to indicate his/her performance and goals in the areas outlined in the FEP and then discuss them with the Faculty member. An "FEP Summary Endorsement Sheet" will be signed by the individual team members and also by the Department/Division Chair and appropriate Vice President, or designee, to verify the work and indicate compliance with the process. A copy of the FEP Summary Endorsement Sheet will be filed with the appropriate Vice President or designee.

18.5. FEP Guidelines Modification

The FEP guidelines may be modified by a majority of votes cast by the Residential Faculty, provided any modifications do not violate the policies and procedures outlined in this Article.

ARTICLE 19 ADJUNCT FACULTY EVALUATION AND PROFESSIONAL DEVELOPMENT

Professional development is the cornerstone of instructional excellence as demonstrated by the District's outstanding Adjunct Faculty workforce. Not only are Adjunct Faculty subject matter experts in the fields in which they teach, they are also committed to maintaining advanced skills in all instructional modalities. All Faculty are expected to provide exceptional instruction and/or service, and this is contingent upon Faculty continuing to strengthen their practice throughout their career, expanding current knowledge and practices within their area(s) of expertise as established by external regulating bodies related to their discipline. Adjunct Faculty are expected to complete all trainings and/or workshops required by district, state, or federal mandate.

Professional development will be available through a variety of methods supporting not only the skills development of individual Adjunct Faculty but also advancing the District's achievement of its student learning and success goals.

MCCCD understands the importance of professional development of Adjunct Faculty and its impact on student learning and success. As a result, the District provides Adjunct Faculty with many opportunities and resources for professional development. The District also acknowledges significant investments of Adjunct Faculty in professional development in alignment with its mission and goals through promotion within the Adjunct Faculty Salary Tier Structure. Professional development funding promotes Adjunct Faculty behaviors deemed most beneficial to the organization.

The purpose of the Adjunct Faculty evaluation process is to verify demonstrated proficiency in the Adjunct Faculty's instruction and/or primary work responsibilities within an environment of support and encouragement. The evaluation process can both recognize high performance resulting from an Adjunct Faculty's professional development and/or recommend areas of professional development in areas where improvement is needed.

19.1 Adjunct Faculty Evaluations

The objectives of the Adjunct employee evaluation process are to ensure teaching efficacy and to advise Adjunct Faculty members regularly and specifically of their strengths and opportunities for growth, progress, and overall status.

Colleges will be required to provide a copy of their adjunct faculty evaluation form to District Human Resources for review. Evaluations will include performance data as appropriate and a review of the Adjunct Faculty member's course evaluations as completed by enrolled students.

19.1.1 Time Frame

Adjunct Faculty members will be evaluated by a member of College Faculty leadership as detailed in Article 7 their first semester of teaching at the College and once a year or any time they teach a new class.

Within 15 accountability days of the review date, the evaluator and the Adjunct Faculty member will meet to reflect on the evaluation. Results of the evaluation shall be provided in writing to the Adjunct Faculty member.

19.2 Adjunct Faculty Participation in Professional Development

MCCCD, through the Maricopa Center for Learning and Innovation (MCLI), and the Colleges,

through the Centers for Teaching and Learning (CTL), provide resources for Adjunct Faculty to support professional growth in their instructional and/or service roles. As stakeholders, Adjunct Faculty may be consulted regarding Adjunct Faculty professional growth interests.

19. 3 Professional Growth Budget for Adjunct Faculty

Adjunct Faculty may receive up to $750 within a fiscal year, depending on course load, in funding for approved professional growth activities including travel. Adjunct faculty may also request this funding for time spent in professional growth activities as outlined below in Section 19.4.

Adjunct Faculty who have taught for at least four semesters with MCCCD, and who have reasonable assurance of future course assignments, can also apply for Adjunct Faculty professional growth dollars between assignments, up to $750 as indicated above.

19.4 Acknowledgment of Adjunct Faculty Professional Development

Adjunct Faculty professional development will be acknowledged through the Salary Tier Structure and/or payment for time spent in professional development classes approved by the Faculty Professional Growth (FPG) Committee.

19.4.1 Promotion on Adjunct Faculty Salary Tier Structure

Adjunct Faculty will be able to advance to Level 2 on the Salary Tier Structure by completing 25 clock hours of professional development activities and to Level 3 by completing an additional 25 clock hours. The 25 clock hours of professional development for each level must be completed from the existing inventory of professional development activities approved by the FPG Committee.

The FPG Funds cannot be used to support participation in clock hours applied toward advancement in the Salary Tier Structure. Adjunct Faculty who are eligible for Staff Professional Growth Funds cannot apply those funds toward advancement on the Adjunct Faculty Salary Tier Structure. Residential Faculty members teaching overload are compensated according to Article 10.4.4.

19.4.2 Compensation for Time Completing FPG Committee-Approved Professional Development

The Adjunct Faculty professional growth budget is administered through MCLI and each College's Center for Teaching and Learning (CTL). All Adjunct Faculty, plus current OYO and OSO, whether instructional or service, may apply for funding assistance for:

- Clock hours utilized for completing professional development activities that have already been approved by the FPG Committee;

- Reimbursement for participation in conferences, seminars, workshops, and professional meetings that are directly related to, and will enhance and/or update, the Adjunct Faculty's teaching skills and the learning of the Adjunct Faculty's students.

- Professional development activities that utilize FPG Funds cannot be applied towards advancement in the Salary Tier Structure. The implementation process for Adjunct

Faculty Professional Development compensation will be available no later than January 1, 2023.

ARTICLE 20 CONFLICT RESOLUTION

The intent of this policy is to provide Faculty and Administration a clear path to resolving differences. Conflict is both an inevitable part of the workplace and an opportunity for improvement. Every conflict is unique and may require a distinct path to resolution. MCCCD is committed to offering the Faculty access to the District's coordinated network of options for the good faith review and resolution of workplace conflicts. These options include:

- An informal process to encourage prompt resolution of disputes. The informal step may include consultation, facilitated discussions, or mediation; and
- A formal process for conflicts not resolved through informal efforts, including facilitated discussion, mediation, and review by the College President and Chancellor.

The Grievance procedures established in this section are not 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 or Resolution of Controversy may also be instituted in an administrative action before a governmental board or agency. The provisions of Article 22 still apply.

Issues not covered by this policy:

- Claims that involve accusations of harassment, or violations of the Americans with Disability Act (ADA) or other EEO issues, should be reported to the Office of Equal Employment Opportunity. See Administrative Regulation 5: Non-Discrimination for more information.
- Title IX claims shall be reported to the Vice President of Student Affairs and to the District Title IX Director. See Administrative Regulation 5: Non- Discrimination for more information.
- Alleged violations of law, mismanagement, gross waste of monies or abuse of authority refer to Administrative Regulation 6.20: Whistleblower Protection.
- Allegations regarding perceived impairment of a faculty member that is manifesting in the workplace, should be reported to District Human Resources.
- Allegations of criminal conduct or perceived violations of workplace violence should be reported to Public Safety Department. See Administrative Regulation 6.21: Workplace Violence Prevention for more information.

20.1. Definitions

Grievance

A Grievance is an alleged misapplication, misinterpretation, or violation of a specific provision(s) of the Faculty Agreement or Administrative Regulations that adversely affects the grievant, as defined below. Initiation of a Grievance is the procedure by which a grievant may challenge a decision rendered by a supervisor, as defined below. Matters not specifically covered by the Faculty Agreement or Administrative Regulations should be addressed through the Resolution of Controversy process, as defined below.

Grievant

A grievant is a faculty member or members covered by the Faculty Agreement who initiates the Grievance process as described in 20.3. If the aggrieved party is the College Faculty Senate,

Adjunct Faculty Association, or Faculty Association, the Grievance will be initiated at the appropriate level.

Resolution of Controversy (RoC)
All Faculty shall be accorded professional and courteous treatment by their colleagues and supervisors. A Resolution of Controversy (RoC) will be available for Residential Faculty to resolve workplace conflicts that are not Grievances. This process may be used to resolve issues such as, but not limited to, poor communication, different values, differing interests, scarce resources, adverse employment conditions, and personality clashes. Initiation of a Resolution of Controversy is the procedure by which a complainant may challenge a decision rendered by a supervisor, as defined below.
An Adjunct Faculty member who needs to resolve workplace conflicts should work with their supervisor.

Complainant
A complainant is a Residential Faculty member or members covered by the Faculty Agreement who initiates the Resolution of Controversy (RoC) process. If the aggrieved party is the College Faculty Senate or Faculty Association, the Resolution of Controversy will be initiated at the appropriate level.

Supervisor
A supervisor is an individual with the authority to render a decision under the Faculty Agreement or Administrative Regulations. For the purposes of this policy, it is assumed that Grievances or RoC may challenge decisions made by employees of the District Support Services Office when acting in a supervisory capacity and the levels will proceed according to their respective reporting structures.

20.2. Core Elements of the Conflict Management System

Facilitator
A facilitator is a trained, neutral third party that may, upon request and agreement of all parties, facilitate problem-solving meetings at the informal or formal level.

Grievance File
All documents, communications, and records dealing with the processing of a formal Grievance or RoC shall be maintained in a separate Grievance file by District Human Resources and shall not be kept in the personnel file of any participant. Tracking and documenting all Grievances and RoCs will be the responsibility of District Human Resources. A member shall have access to all documents pertaining to their Grievance or RoC and shall be provided copies of same within five (5) accountability days.

Investigation
Prior to initiating any investigation of a Residential Faculty member, District or College leadership must contact District Human Resources. District or College leadership should proceed according to District Human Resources Guidelines, which will include notifying the Faculty Senate President or Faculty Association President, and informing the Residential Faculty member being investigated unless such notification would jeopardize the integrity of the investigation or harm the institution.

Just Cause
No Residential Faculty member shall be disciplined, reprimanded, suspended, or reduced in assignment or compensation without just cause.
Just cause refers to those situations/instances where a Residential Faculty member has demonstrated incompetence or dishonesty in teaching, to substantial and manifest neglect of duty, or to personal conduct which substantially impairs the individual's fulfillment of their institutional responsibilities.

Mediator
A mediator is a trained, certified and neutral third party who may, as defined in 20.3., mediate the formal or informal process, following the steps outlined in 20.5.

Meetings for problem-solving
All meetings and hearings under this procedure shall be conducted in private and shall include relevant parties, their designated or selected representatives and a facilitator or mediator, if requested. The intent of the conflict management system is to provide confidential resolution of Grievances and complaints. However, Governing Board policy or state or federal law may preempt this good-faith intent.

Representation
A Faculty member may be accompanied by another employee, such as the Faculty Senate President, to meetings under this policy. The employee will be provided time to attend the meetings within their accountability time. When any 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.

Retaliation
Faculty and Administration are prohibited from retaliating against any individual for using the conflict management system. Retaliation or retribution by any employee against any person who files a complaint may result in disciplinary action up to and including termination. Similarly, if it is determined that the complaint is materially false and that it was made in bad faith, the complaining party may be subject to disciplinary action up to and including termination or expulsion. Any employee who believes that retaliation is occurring shall report such actions to Human Resources.

Scope of Grievance or Resolution of Controversy
Disputed issues which were not presented in writing at the prior Grievance or RoC level may not be asserted at the next higher level.

Timelines
Timelines may be extended through mutual agreement. Failure of the Administration to render a decision within the prescribed timelines automatically elevates the Grievance or RoC to the next level. Failure of the grievant or complainant to elevate the Grievance or RoC within the prescribed timelines ends the process. Every effort shall be made to resolve Grievances and RoCs prior to the end of the academic year. Resolution of Grievances and RoCs may require continuation into the next academic year, if the process is not complete by the date on which accountability ends. Such

continuation will suspend all procedural timelines until resumption of faculty accountability. In consultation with District Human Resources, the parties may mutually agree to continue during non-accountability periods. Initiation of either process under this section within the prescribed timelines will be deemed sufficient to toll the matter without prejudice to the grievant/complainant.

Written Decisions
Decisions rendered at all levels of the conflict management system shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest. Decisions that are unsatisfactory to the aggrieved person may be elevated through the conflict management system.

20.3. Procedures for Grievances or Resolutions of Controversy

20.3.1. Level One: Informal Process

Many Grievances or Resolutions of Controversy (RoC) can be efficiently resolved through direct communication or negotiation with colleagues, supervisors or appropriate administrators. Depending upon the specific organizational hierarchy, there may be multiple supervisory levels to attempt to resolve the Grievance or RoC prior to escalating the conflict to the formal level. These may include, but are not limited to Occupational Program Directors, Division/ Department Chairs, or Deans. By mutual agreement all supervisory levels may meet during the informal step to resolve the issues in a single meeting and parties may request a neutral facilitator or mediator (see 20.5.) to assist in the discussion.

Within twenty-five (25) accountability days of the occurrence of the act or omission giving rise to the Grievance or RoC or within twenty-five (25) accountability days of the date when the grievant or complainant should reasonably have known of the act or omission, the employee shall present the Grievance orally or in writing to his/her immediate supervisor. For a Grievance, the grievant shall cite the specific section of the Faculty Agreement or Administrative Regulation which has allegedly been misapplied, misinterpreted, or violated. For a RoC, the complainant shall specify the nature of the complaint. The purpose of bringing the matter to the attention of the immediate supervisor is to resolve the matter at the lowest level.

The supervisor or administrator has five (5) accountability days to schedule the problem-solving meeting. The actual problem-solving meeting will be held within ten (10) accountability days of scheduling the meeting. A decision will be rendered within five (5) accountability days of the problem-solving meeting. The decision will be rendered in writing to the grievant or complainant.

If other levels of supervision before Level One of the Formal Process (Appropriate Vice President) exist and are appropriate, then the grievant or complainant is required to informally proceed to the next level. The timeline noted above will be followed by both parties. By mutual agreement all supervisory levels may meet during Level One to resolve the issues in a single meeting.

20.3.2. Formal Process

20.3.2.1. Level Two: Appropriate Vice President

If the grievant or complainant is not satisfied with the disposition of the alleged Grievance or Resolution of Controversy (RoC) at the informal level, the grievant or complainant may file a Grievance or RoC, in writing, within ten (10) accountability days with the Vice President who is the immediate supervisor of the person to whom Grievance or RoC was taken at the informal level. If the grievant or complainant elects not to file the Grievance or RoC in writing within ten (10) accountability days, the Grievance or RoC will be considered terminated.

The Vice President has five (5) accountability days to schedule the formal meeting. The actual problem-solving meeting will be held within ten (10) accountability days of scheduling the meeting. A written decision will be rendered within fifteen (15) accountability days of the problem-solving meeting. If no decision is rendered within fifteen (15) accountability days after the problem-solving meeting, the Grievance or Resolution of Controversy is automatically forwarded to the next level.

20.3.2.2. Level Three: College President

If the grievant or complainant is not satisfied with the disposition of the Grievance or Resolution of Controversy (RoC), the grievant or complainant may, within five (5) accountability days of the decision of the appropriate Vice President, forward the written Grievance or RoC and the response received from the Vice President, to the College President. If the grievant or complainant elects not to forward the Grievance or RoC in writing within five (5) accountability days of the decision of the Vice President, the Grievance or RoC will be considered terminated.

The College President has five (5) accountability days to schedule the problem-solving meeting. The actual problem-solving meeting will be held within ten (10) accountability days of scheduling the meeting. The College President will issue a written response to the grievant or complainant and to the Faculty Senate President within fifteen (15) accountability days after the problem-solving meeting. If no decision is rendered within fifteen (15) accountability days after the problem-solving meeting, the Grievance or RoC is automatically forwarded to the next level.

20.3.2.3. Level Four: Chancellor

If the grievant or complainant is not satisfied with the disposition of the Grievance or Resolution of Controversy (RoC), the grievant or complainant may, within five (5) accountability days of the decision of the College President, forward the written Grievance or RoC and the response received from the College President, to the Chancellor. The Chancellor has five (5) accountability days to schedule the problem- solving meeting. The actual problem-solving meeting will be held within ten (10) accountability days of scheduling the meeting. The Chancellor will issue a written response to the grievant or complainant and to the Faculty Senate President within fifteen (15) accountability days after the problem-solving meeting. The decision of the Chancellor is final and binding.

20.4. Grievances or Resolutions of Controversy by Action of Vice Chancellors or Chancellor

If the Grievance or Resolution of Controversy (RoC) is the result of conduct of a Vice Chancellor, the grievant or complainant will request a meeting with the appropriate Vice Chancellor in an effort to resolve the conflict. The Vice Chancellor has five (5) accountability days to schedule the problem-solving meeting. The actual problem-solving meeting will be held within ten (10) accountability days of scheduling the meeting. The Vice Chancellor will issue a written response to the grievant or complainant and to the Faculty Association President within fifteen (15) accountability days after the problem-solving meeting.

If the grievant or complainant is not satisfied with the disposition of the Grievance or RoC, the grievant or complainant may, within five (5) accountability days of the meeting with the Vice Chancellor, may file a Grievance or RoC, in writing, to the Chancellor. The Chancellor has five (5) accountability days to schedule the problem-solving meeting. The actual problem-solving meeting will be held within ten (10) accountability days of scheduling the meeting. The Chancellor will issue a written response to the grievant or complainant and to the Faculty Association President within fifteen (15) accountability days after the meeting. The decision of the Chancellor is final.

If the Grievance or Resolution of Controversy (RoC) is the result of conduct of the Chancellor, the grievant or complainant will request a meeting with the Chancellor in an effort to resolve the conflict. The Chancellor has five (5) accountability days to schedule the meeting. The actual problem-solving meeting will be held within ten (10) accountability days of scheduling the meeting. The Chancellor will issue a written response to the grievant or complainant and to the Faculty Association President within fifteen (15) accountability days after the meeting.

20.5. Mediation Process

If all parties agree to mediate the Grievance or Resolution of Controversy (RoC), the Faculty Senate President or Faculty Association President will request that the Office of the Chief Human Resources Officer contact the mediation service. The Mediator (trained, certified, and neutral) will mediate, conciliate, and coordinate communication among disputing parties. Timelines may be extended by mutual agreement.

The Mediator shall coordinate meetings and/or the exchange of correspondence between the disputing parties. The Mediator shall establish the time, date, and place of each meeting, giving at least 48 hours notice. If all parties agree, mediation can occur with less than 48 hours notice.

The Mediator shall forward copies of the complaint and the mediation guidelines to the disputing parties. All mediation meetings shall be closed and confidential.

If the matter is resolved through mediation, the Mediator shall prepare an Agreement within five (5) accountability days of the completion of the mediation stating:

- The names of the parties
- That the mediation was successful
- The terms of the resolution.

Each party shall sign and date the Agreement at which time the mediation process ends.

The Notice of Resolution, which will include the names of the parties involved, that the mediation was successful and the date of resolution, will be sent to the parties involved, the Faculty Senate

President or Faculty Association President, the appropriate Vice President(s), and the College President.

Information received by the mediator during the mediation process will be confidential. Personal notes and minutes created or received during the mediation will be destroyed by the Mediator. The Mediator will not testify or provide statements about cases in which he or she were involved to Grievance or any other committees or hearing boards.

The Mediator may terminate mediation after meeting with each party at least once if it is apparent that the matter cannot be mediated.

If the matter is grievable or subject to the Resolution of Controversy process, a party has an additional fifteen (15) accountability days from the termination of mediation to proceed with the formal level of the Grievance or Resolution of Controversy process addressed in 20.3. in accordance with the terms thereof.

The mediation process shall conclude within forty-five (45) accountability days following the assignment of a mediator to the dispute. If no final resolution has been reached within that time, the mediation process shall cease; however, the mediator shall continue the mediation process for no more than fifteen (15) additional accountability days if the mediator and all parties to the mediation expressly acknowledge that the mediation process has been constructive and that the mediator and all parties believe that continuing the process will lead to a successful resolution of the dispute.

20.6. Administrative Evaluation

The purpose of this process is to evaluate the validity of a complaint against a Residential Faculty member and, at the option of the College President or designee, to provide guidance as to appropriate action. This process should not be used to evaluate student claims of discrimination or student complaints involving an academic process.

The College President, or designee, in response to a written, signed complaint from a student, Faculty member, administrator, or staff, may initiate an administrative evaluation after advising the Residential Faculty member within fifteen (15) accountability days of receipt of the complaint; and, at the option of the Faculty member, will advise the Faculty Senate President.

To request an Administrative Evaluation, the College President or designee will submit a written request to the CHRO, who will then form an Administrative Evaluation Team within seven (7) calendar days of the request consisting of a Vice President of Academic Affairs (VPAA), andtwo appointive Residential Faculty members identified from the District Administrative Evaluation membership roster. An Adjunct Faculty member from the Administrative Evaluationmembership roster may also be included on the team if requested. Selection of the team memberswill avoid both apparent, as appropriate, and actual conflicts of interest. In no instance shall the Department/Division Chair of the evaluee or the Faculty Senate President serve on the evaluation team. This team will use the standards adopted for their scope of assignment.

Prior to the evaluation, the College President, in consultation with the evaluation team, will determine the nature and scope of the evaluation. The scope may be expanded to include recommendation for action to the College President. The evaluation team will begin to conduct

the evaluation process as soon as possible and submit a report that explains the evaluation results in less than forty (40) accountability days from the sent date of the notification letter to the evaluee; if the evaluation process falls within a period of non-accountability, the faculty in question may be asked to participate outside of accountability days but will not be required to do so. The evaluation process is confidential. Only the results of the evaluation will be discussed with the evaluee, the evaluation team, and, at the option of the evaluee, the Faculty Senate President. The College President and the evaluee will receive a copy of this evaluation. If appropriate, the report will be placed in the evaluee's official personnel file (see Article 23). The College President will have fourteen (14) calendar days from receipt of the report to take any action based on the results ofthe evaluation. By mutual agreement between the College President or designee, evaluation teamand evaluee, the deadline may be extended.

20.7. Final Course Grade Appeal

This process is to be used to appeal the final instructional grades for a course. Only the faculty member who assigned the original grade has the authority to change that grade unless the grade is appealed and the appeal is successful. Assignment or exam grades may be reviewed in this process if they impact continuation in a program.

This process should not be utilized in a case in which a student feels that he/she has experienced discrimination or harassment. A student who feels that he/she has experienced discrimination on the basis of race, color, religion, gender, sex, sexual orientation, gender identity, or national origin, citizenship status (including document abuse), age, disability, veteran status or genetic information should refer to The Discrimination Complaint Procedures for Students. In addition, a student who feels that he/she has experienced sexual harassment should refer to the sexual harassment policy for students.

20.7.1. Timeliness of Appeal

Any appeal of a final grade must be initiated no later than sixty (60) calendar days from the date the grade is issued. Absent exceptional circumstances, as determined in the sole discretion of the Department or Division Chair, no untimely appeals will be considered. The resolution timeline for grade appeals that occur after the spring semester may be deferred until the first day of accountability of the following fall semester if so desired by the Faculty member who assigned the grade.

20.7.2. Process Deadlines

The Department or Division Chair or Vice President of Academic Affairs, as appropriate based on the level, may, upon a showing of good cause, extend any of the deadlines set forth in this process. Alternatively, any deadline may be extended by mutual agreement of the Faculty member and student.

20.7.3. Documentation

The student is responsible to provide a rationale for initiating a grade appeal. Any documentation to support the student's appeal is encouraged.

20.7.4. Remedies

Remedies under this process may include, as appropriate, a change in the grade received for the course, exam, project, or other assignment. Documentation of the resolution will be housed within the department or division.

20.7.5. Expedited Grade Appeal Process for Technical Errors or Omissions

This process may be used only to resolve grade appeals regarding technical errors or omissions in calculating or recording (1) a grade on an exam, project, or other assignment, or (2) an overall course grade. The grade appeal process (20.7.6.) should be used to process all other appeals regarding grades. This is the exclusive process for appeals regarding technical errors or omissions in grading.

20.7.5.1. Faculty Level

A student who feels that a technical error or omission has occurred with respect to the calculation or recording of a grade shall first attempt to resolve the issue with the Faculty member who issued the alleged incorrect grade. An appeal regarding a technical error or omission in grading must be brought to the Faculty member's attention no later than fifteen (15) business days from the date the student knew or reasonably should have known of the error or omission. The student shall provide the appeal to the Faculty member in writing.

The Faculty member shall attempt to investigate and resolve the appeal and inform the student of the resolution no later than ten (10) business days from the date the student first reported the appeal to the Faculty member. If the Faculty Member is unavailable or fails to timely resolve the appeal, the appeal will progress to the department or division level.

A record of the resolution or reasons for non-resolution will be documented by the Faculty Member.

20.7.5.2. Department/Division Level

If the Faculty member or representative faculty member has not resolved the appeal within ten (10) business days, or if the student believes the Faculty member or representative faculty member has reached an erroneous resolution, the student may within ten (10) business days forward the written appeal to the Department or Division Chair level.

The Department or Division Chair shall investigate the appeal and inform the student of the resolution no later than ten (10) business days from the date the student reported the appeal to the Department or Division Chair. The Decision of the Department or Division Chair is final and binding.

Once a resolution has been made at any level of the process, it is considered final and will be documented as such. The request for the initiated grade appeal cannot be reopened.

20.7.6. Final Grade Appeal Process

20.7.6.1. Faculty Level

A student who wants to appeal a final grade shall first attempt to resolve the issue with the Faculty member involved. The student shall initiate the process by submitting to the Faculty member a written grade appeal explaining why they feel there is an issue with the final grade. Upon receipt of the intake form, the Faculty member shall contact the student to make arrangements for discussing the appeal. Communication may occur in person, by phone, by mail or by online means. The Faculty member and student shall make reasonable efforts to conduct the meeting within fifteen (15) business days from the submission of the written grade appeal.

When discussing concerns or complaints with an instructor it is most effective to arrange a time when the instructor is available for a confidential conversation.
The Faculty member shall attempt to investigate and resolve the issue and inform the student of the resolution no later than ten (10) business days from the date of the meeting between the student and Faculty member. If the Faculty member is unavailable or fails to timely resolve the appeal, the appeal will progress to the department or division level. A record of the resolution or reasons for non-resolution will be documented by the Faculty member.

20.7.6.2. Department or Division Level

If, after ten (10) business days, the appeal remains unresolved; the Faculty member has been unable to meet with the student; or the student believes that the Faculty member has reached an erroneous resolution, the student may within ten (10) business days will forward the written appeal to the Department or Division Chair level.
Upon receipt of the written appeal, the Department or Division Chair will meet with the parties to attempt to resolve the appeal. The Faculty member may ask that the College Faculty Senate President, or designee, attend any meetings to advise on concerns of policy. The student shall have the right to be assisted by any member of the college community they choose. A student who elects to be assisted by a member of the college community must notify the departmental supervisor and Department or Division Chair of the name and contact information of the college community member not less than two (2) business days before the scheduled meeting. The college community member may not be serving in a legal capacity. The student is responsible for presenting their own information and, therefore, the college community member is not permitted to speak on behalf of or participate directly in any final grade appeal process meeting. The meeting may take place in person, by telephone, by mail or by online means. Every attempt will be made to maintain confidentiality during this process. A record of the resolution or reasons for non-resolution will be documented by the Department or Division Chair on the intake form.

20.7.6.3. Vice President of Academic Affairs (or Designee) Level

If the appeal is not resolved at the department or division level within ten (10) business days, the student may forward the written appeal to the Vice President of Academic Affairs, or designee, a copy of the written appeal with an explanation of the action taken at each prior level. The Vice President of Academic Affairs, or

designee, will meet with the student, Faculty member, the College Faculty Senate President (if requested by the Faculty member), the student member of the college community (if requested by the student), and the Department or Division Chair to attempt to resolve the matter. The Vice President of Academic Affairs, or designee, shall issue a written decision regarding the outcome of the appeal no later than ten (10) business days following the date of the meeting. Except as outlined below (extraordinary circumstances), this is the final level of review for appeals regarding grades. A record of the resolution will be documented by the Vice President of Academic Affairs, or designee, on the intake form.

20.7.7. Extraordinary Circumstances

In extraordinary circumstances and where the Vice President of Academic Affairs deems it necessary in the interest of fairness, the Vice President of Academic Affairs may convene a committee to resolve the appeal, the members of which shall be chosen at his or her discretion. To minimize conflicts of interest, the committee shall be composed of neutral parties including:

- At least one Faculty member from the academic discipline from which the appeal arises;
- One Faculty Senate Member as Designated by the College Faculty Senate President;
- The Department or Division Chair;
- The Dean of Instruction or appropriate college/center administrative officer; and
- A student from the student government or similar representative body.

The committee will issue a written determination, which decision shall be final and binding as to appeals regarding grades.

Examples of extraordinary circumstances may include, but are not be limited to the following:

- The Faculty is no longer employed within the district;
- The Faculty deviated substantially from the course syllabus or any communicated changes in the course syllabus;
- Other review process of the faculty revealed inconsistencies in grading/assessment practices or unprofessional behavior;

Within 30 business days of seating the committee a resolution must be reached and documented. This is the final level of appeal for grades reviewed under this process.

20.8. Other Conflict Between Student and Faculty Member

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

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, shall discuss the issue first with the Faculty member involved. This conference shall be requested by the student within fifteen (15) business days from the time the student knew or reasonably should have known about the unfair or unjust treatment. This instructional grievance process shall not be utilized in a case in which a student feels he/she has experienced discrimination. If the student feels that he/she has experienced discrimination on the basis of race, color, religion, national origin, gender, age, disability, veteran status, or sexual orientation, the student shall refer to the Discrimination Complaint Procedures for Students as administered by the Vice President for Student Affairs.

If, within ten (10) business 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 Chair and appropriate administrative office at the College. This written complaint must be filed within ten (10) business days following the previous deadline. The written complaint will be given to the Faculty member five (5) days before any official meetings are convened.

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 Faculty Senate President be in attendance. Every attempt will be made to maintain confidentiality during this process.
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.

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

If the complaint, other than those concerning grades, is not resolved by the Vice President of Academic Affairs 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 complaint process.

20.9. Internal Investigations

Internal investigations will be conducted only by agents granted investigative authority pursuant to MCCCD policies and procedures or by an administratively authorized assignment or contract. To the extent allowed by law, a Faculty member against whom a complaint is filed will be provided with:

- A written copy of the complaint, if and when MCCCD procedure requires, or if a preliminary review or investigation indicates that a response from the accused Faculty

member must be requested to complete the investigation and/or to comply with MCCCD policies and procedures; and

- A written copy of the investigator's final determination or recommendations at the conclusion of the investigation.

A Faculty member may submit a written response to the allegations at any time during the investigation, as well as a written rebuttal after the investigator's final determination or recommendations have been issued. The complaint and all written statements, responses, and rebuttals will be appended to the investigator's official final determination or recommendations.

A Faculty member who is required to appear or respond to a matter related to an internal investigation has a right to representation and counsel as stipulated in 20.2. In no case shall a Faculty member be required to appear or respond prior to receiving a written copy of the complaint. Retaliation or retribution by a Faculty member against any person who files a complaint may result in disciplinary action up to and including termination. Similarly, if the investigator determines that the complaint is materially false and that it was made in bad faith, the complaining party may be subject to disciplinary action up to and including termination or expulsion.

ARTICLE 21 PROGRESSIVE PROBLEM SOLVING AND CORRECTIVE ACTION – ALL MATTERS

This Article addresses the mechanisms available to address problematic workplace conduct and complaints of misconduct made against Residential and Adjunct Faculty members. It describes the tools available to address such conduct and the procedures to be used to investigate and resolve allegations of wrongdoing. Conduct issues will be approached through a lens of problem solving and will involve peer review where professional judgment is necessary to evaluate and address the conduct at issue and in all cases where disciplinary sanctions are imposed.
Anonymous complaints may be submitted to the Office of Public Stewardship or to the Maricopa Concernline. Please see MCCCD Ombuds Services for more information.

21.1. Just Cause and Fair Resolution

Corrective actions and disciplinary sanctions may be taken only for just cause, and only when the following criteria have been satisfied:

1. The Residential Faculty member knew or reasonably should have known that their conduct could lead to corrective action;
2. The corrective action is the result of job performance; violation of established MCCCD, college, division, or department policy or procedure; or violation of law;
3. To the extent there is any dispute regarding material facts, a fair and objective investigation was conducted in accordance with MCCD policy and the law;
4. The job performance and/or violation of policy, procedure, or law is established by a preponderance of the evidence; and
5. The corrective action taken was consistent with corrective action for similar or comparable conduct or was otherwise reasonable under the circumstances.

21.2. Progressive Problem Solving

Complaints and concerns regarding Residential and Adjunct Faculty members' conduct will be addressed through a progressive approach to problem solving. A progressive approach to problem solving uses graduated steps for dealing with problematic conduct and all issues that arise within the academic workforce. This process:

- Provides a consistent, objective, and fair process for assessing, addressing, and improving employee performance.
- Promotes open communication between a Supervisor and the Residential Faculty member.
- Increases employee retention by resolving issues and promoting fairness and transparency.
- Provides important documentation should corrective action become necessary.

4. 21.2.1 Peer Review

Where a Residential Faculty member is accused of professional misconduct, Residential Faculty peers should be consulted regarding applicable professional standards and appropriate conduct, including the standards found in the Code of Conduct in Article 5.1.

Peer review is not required when the exercise of professional judgment is not implicated in the Faculty conduct, such as failure by a Faculty member to fulfill regulatory compliance or procedural expectations. Involvement of faculty peers is always required for any corrective action or disciplinary sanction and should be used in appropriate cases at the counseling and warning stages of progressive problem solving.

5. 21.2.2 Steps of Progressive Problem Solving

The steps used in the progressive approach to problem solving are listed below. While it is expected that these steps typically will be followed in order, the severity of the conduct at issue may necessitate that advanced steps be taken immediately.

Step 1: Verbal Counseling. When an initial issue is minor, an informal verbal discussion characterized as "counseling" is appropriate. The Residential or Adjunct Faculty member's Supervisor should inform the employee of the performance or conduct concern prior to meeting. This type of meeting will include advising the employee both of the expected conduct and that future infractions may result in more severe corrective action or disciplinary sanction. Counseling sessions are different from verbal warnings because counseling sessions are used as a pre-emptive measure before the problem becomes too serious. The goal of this type of exchange is candid and collaborative discussion to resolve an issue at the lowest level.

Step 2: Verbal Warning. A verbal warning may be appropriate for a more serious offense or where counseling was unsuccessful in resolving the concern. When issuing a verbal warning, the Supervisor will clearly advise the Residential or Adjunct Faculty member as to what is needed to remedy the conduct or performance concern and advise the employee that more severe corrective action will follow if the infraction is repeated. A reasonable, jointly agreed upon timeline regarding the required changes for the Residential or Adjunct Faculty member's conduct will be defined and serve as the measurement for success in the use of this step.

Note: The Supervisor will document the Counseling and Verbal Warning Steps in the event that an additional step(s) within the progressive approach to problem solving is needed if the problem continues. The Residential or Adjunct Faculty member will be required to acknowledge in writing that these Steps were taken. They will not be required to agree with the substance of the documentation.

Step 3: Written Warning. The next step in the progressive approach to problem solving is the Written Warning. A written warning usually follows an unsuccessful verbal warning but can also be appropriate for more serious issues. This document will clearly state the infraction and the consequences for a repeat offense. The written warning will be addressed to the Residential or Adjunct Faculty member. A copy will be placed in the employee's local/College personnel file. The Residential or Adjunct Faculty member will be notified of the opportunity to bring a Residential or Adjunct Faculty peer representative with them to the written warning meeting and will be notified during the meeting of the opportunity to provide a written response within ten (10) business days. The Residential or

Adjunct Faculty member will be asked to sign the Written Warning document to verify that he/she had been notified of the opportunity to bring a peer representative and had been given a copy of the written warning.

- **Second Written Warning**. The Supervisor may wish to include a second written warning as part of the problem-solving approach, or the Supervisor may move directly from the first written warning to the next step depending upon the severity of the conduct problem.

21.3. Corrective Actions / Disciplinary Sanctions Resulting from an Unsuccessful Outcome of the Progressive Approach to Problem Solving

Serious misconduct will be dealt with swiftly and appropriately. It is expected that in addressing most Residential or Adjunct Faculty conduct problems a commensurate consequence will not rise to suspension or termination of the Residential or Adjunct Faculty member. Depending on the nature or repetition of the offense, one or more of the following corrective actions may be appropriate:

- Modified teaching assignments and/or professional responsibilities
- Class monitoring
- Mandatory counseling
- Public censure
- **Financial restitution**
- **Temporary withholding of compensation increases**

If none of these corrective actions is sufficient, then one or more of the following disciplinary sanctions may be additionally appropriate:

- Actions on salary, including one-time salary reductions
- **Demotion** or removal from a faculty leadership position
- Suspension (with or without pay)
- Dismissal

Imposition of such disciplinary sanctions is addressed in 21.5.

6. 21.3.1 Administrative Leave of Absence

The Chief Human Resources Officer may, if it is appropriate, place a Residential Faculty member on paid administrative leave of absence at any point during the progressive problem solving or corrective action / disciplinary sanction process. At the option of the Residential or Adjunct Faculty member, the Faculty Association President or the Adjunct Faculty Association President will be advised of this action. Administrative Leaves of Absence will not exceed thirty (30) business days. An exception may be granted due to extenuating circumstances..

Pay during this period will be based on the same consideration as in 21.5.

If a Residential or Adjunct Faculty member is charged with a criminal offense that would be cause for dismissal, the Chancellor or designee may immediately place the Residential Faculty member on compulsory administrative leave lasting no longer than ten (10) business days after the date of entry of judgment in the criminal proceedings.
Pay during this period will be based on the same consideration as in 21.5.

21.4. Exceptions to Progressive Problem Solving

Severe conduct issues, such as demonstrated incompetence or dishonesty in teaching and scholarly activities, substantial and manifest neglect of duty, and personal conduct that substantially impairs the individual's fulfillment of institutional responsibilities, may be addressed by suspension or termination without following prior steps of progressive problem solving.

In addition, the progressive approach to problem solving is not applied in situations where there is an alleged violation of law, including:

- Claims that involve accusations of harassment, or violations of the Americans with Disability Act (ADA) or other EEO issues, should be reported to the Office of Equal Employment Opportunity. See Administrative Regulation 5: Non-Discrimination for more information.
- Title IX claims shall be reported to the Vice President of Student Affairs and to the District Director of HR Solutions Center. See Administrative Regulation 5: Non-Discrimination for more information.
- Alleged violations of law, mismanagement, gross waste of monies or abuse of authority refer to Administrative Regulation 6.20: Whistleblower Protection.
- Allegations regarding perceived impairment of a Faculty member that is manifesting in the workplace, should be reported to District Human Resources.
- Allegations of criminal conduct or perceived violations of workplace violence should be reported to Public Safety Department. See Administrative Regulation 6.21: Workplace Violence Prevention for more information.

Student complaints are addressed as provided in Section 21.4.1.

7. 21.4.1 Student Complaints

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

Student complaints will follow the complaint process outlined under Administrative Regulations S-6 Instructional Grievance Process.

21.5. Disciplinary Sanctions

8. 21.5.1 Residential Faculty Demotion/Suspension/Salary Action

Upon a written statement of charges formulated by the Chief Human Resources Officer (CHRO) against a Residential Faculty member, the Chancellor will convene the administrative evaluation process. Subsequently, the Chancellor, or his/her designee, may immediately demote, suspend, or take salary action concerning the Residential Faculty member's performance. A suspension may be up to one (1) academic semester (not including summer). If a suspension is to be extended, it must follow the process outlined in 21.4 or 21.5.3, as appropriate. At the option of the Faculty member, the Faculty Association President will be notified of this action.

The notice of suspension shall be in writing and be served upon the Faculty member, personally or sent via E-mail and U.S. mail, addressed to the Faculty member at his/her place of residence as recorded in the MCCCD records.

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 Chief Human Resources Officer will first advise the Residential Faculty member. The ResidentialFaculty member may include the Faculty Association President in this process and review.

9. 21.5.2 Residential Faculty Member Dismissal

Serious Residential Faculty conduct problems that are deemed to warrant a course of action that is more severe than those included in the progressive approach to problem solving may be considered for dismissal. A Residential Faculty member who is recommended, by the College President, through the Chief Human Resources Officer, for dismissal shall have access to the following due- process procedures.

21.5.2.1. Statement of Charges

A written statement of charges, formulated by the College President, shall be forwarded to the Chief Human Resources Officer. The College President will send a request to the Chief Human Resources Officer to proceed with dismissal. After review of the charges, the Chief Human Resources Officer, in consultation with the Office of General Counsel, the Chief Human Resources Officer (or designee) shall develop a written notice of intent to dismiss that includes a statement of charges recommending to the Chancellor that there exists prima facie cause for the dismissal of a Faculty member.

The statement of charges shall state, if applicable, the statutes and established MCCCD policies or rules 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 identifying the just cause for this type of action.

The Chief Human Resources Officer shall provide a written copy of the Notice of Intent to dismiss to both the Chancellor and the Faculty member, with a copy of the notice recommendation being sent via E-mail and U.S. mail to the Faculty member at his/her place of residence as recorded in the MCCCD records. The Chief Human

Resources Officer's recommendation will give notice to the Chancellor and the Faculty member of the intention to formally recommend dismissal, which shall not be sooner than thirty (30) days from the date of the letter, nor later than the end of the current academic year. The Faculty member shall have five (5) business days from the date of the E-mail or the date of the postmark of the notice (whichever is later) to respond to the notice. Any response shall be E-mailed to the Chief Human Resources Officer.

Provided the Notice of Intent is delivered to a Faculty member during a day of accountability, the dismissal process can continue over periods of non-accountability. Any party can request an extension of a deadline for good cause. Extensions will not be unreasonably denied.

The Chief Human Resources Officer will review any submitted response within ten (10) business days.

If, after reviewing the response, The Chief Human Resources Officer in consultation with the Office of General Counsel, determines that there is just cause for dismissal, the Chief Human Resources Officer will send a letter of dismissal to the Faculty member via E-Mail and U.S. mail at his/her place of residence as recorded in the MCCCD records, or by any other means reasonably calculated to provide notice.

The dismissal will be effective ten (10) business days from the date of the letter of dismissal, unless the Faculty member files a timely request for hearing.

21.5.2.2. Hearing

The Faculty member shall have the right to a Hearing. A request for a Hearing must be filed with the Chief Human Resources Officer within five (5) business days from the date of the letter of dismissal. The filing of a timely request will delay the dismissal procedure, pending the completion of the hearing.

Upon request by a Faculty member, a Hearing Committee shall be constituted within five (5) business days and shall be composed of three (3) Appointive Residential Faculty members in active paid status: one (1) appointed by the Chief Human Resources Officer, one (1) selected by the Faculty Association President, and one (1) selected by the Faculty member. The committee member selected by the Chief Human Resources Officer and the Faculty Association President will be from Colleges other than the College where the Faculty member recommended for dismissal is assigned. Prior to submitting the name of the committee member selected by the Faculty member to the Faculty Association President, the Faculty member will ensure that the recommended committee member is available and eligible to serve. 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.

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 MCCCD and the Faculty member and/or his/her

attorney/representative no later than twenty (20) business 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.

Unless the parties otherwise agree, the Hearing Committee shall conduct the hearing no later than ten (10) business days after the exchange of information detailed in the preceding paragraph. Prior to the hearing, the Faculty member 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 MCCCD.

Within five (5) business 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 these along with its recommendation regarding dismissal to the Chancellor. The above deadline may be extended up to fifteen (15) business 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.

After receiving the Hearing Committee's summary of evidence, findings of fact, conclusions of law, and final recommendation in regard to dismissal, the Chancellor or Designee may meet with the Hearing Committee to clarify any questions the Chancellor may have. The Chancellor shall have ten (10) business days in which to review the recommendation regarding dismissal. The Chancellor may accept or reject the Hearing Committee's recommendation regarding dismissal or make his/her own recommendation and forward the recommendation along with the summary of the evidence, a copy of the findings of fact, conclusions of law, and final recommendations of the Hearing Committee to the Governing Board.

21.5.2.3. Governing Board Decision

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 Chancellor's and the Hearing Committee's recommendation regarding dismissal. This meeting will occur in an executive session that is noticed in advance as legally required unless the Faculty member chooses to have this meeting in public. The parties shall have no less than twenty (20) minutes each to present their respective cases. The length of the meeting shall not exceed two (2) hours.

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

ARTICLE 22 LEGAL RIGHTS

22.1. Legal Rights

Nothing in this Agreement shall be construed to deny or diminish any individual rights that Residential and Adjunct Faculty have under the law.

MCCCD, to the extent legally permissible, indemnifies and defends All Faculty against liability for acts or omissions arising out of and in the course of their employment for MCCCD or performing duties related to the conduct of MCCCD business. The General Counsel is authorized to represent MCCCD and/or the employee and direct the defense of any claim, action, suit or proceeding on behalf of MCCCD and the Residential or Adjunct Faculty member for which MCCCD is indemnifying the employee pursuant to this Agreement. MCCCD retains the right to direct, settle, compromise, appeal, and otherwise defend any such claim, action, suit or proceeding, including representation and the use of counsel as MCCCD deems appropriate. In any such event all Residential and Adjunct Faculty members are expected to cooperate fully.

Residential and Adjunct Faculty will not be represented by counsel employed or retained by MCCCD in grievance procedures, internal discrimination matters, employment dismissal, or other similar proceedings, as these are internal processes which seek to inform MCCCD, its administrators, and Governing Board members regarding the appropriateness of specific conflicts.

MCCCD does not provide representation or indemnify any Faculty member with regard to criminal offenses, licensure, certification, or similar professional administrative or disciplinary actions, parking or moving vehicle violations, or fees, fines or penalties associated with such violations. MCCCD does not provide representation or indemnification for acts involving intentional misconduct, willful or knowing violation of the law, and transactions from which the individual derives an improper personal benefit. Each employee is expected to comply with federal and state laws, and local ordinances.

ARTICLE 23 PERSONNEL FILES AND REFERENCES

23.1 Personnel Files

Policy B-10 of the Maricopa County Community College District Staff Policy Manual applies to personnel files for All Faculty. The exception is master personnel files that will be maintained for all Adjunct Faculty in the Human Resources Department at the District Office.

23.2 References

Faculty leaders may at their discretion provide an external employer, who makes a request, information concerning a current or former staff member's job duties and dates of employment. Supervisors may also provide a requesting employer information concerning a current or former employee's education, training, experience, qualifications, job performance, professional conduct, or evaluation to be used for the purpose of evaluating the individual for employment. Any written communication by a supervisor regarding employment must be sent to the former employee's last known address. Faculty leaders will be provided training as outlined in Article 7.2.1 that will include guidelines for the provision of references. A sample template for questions that are typically asked will be provided in the training to ensure compliance with A.R.S. 23-1361.

ARTICLE 24 INTERPRETATION OF FACULTY AGREEMENT

24.1 Interpretation of Faculty Agreement

The Faculty Association President, Adjunct Faculty Association President, and a Vice President of Academic Affairs as identified by the College Presidents and Vice Presidents of Academic Affairs Council may contest interpretation of existing policy in writing to the Chief Human Resources Officer or designee.

The Chief Human Resources Officer, or designee, will meet to consult with the Faculty Association President, the Adjunct Faculty Association President, a Vice President of Academic Affairs as identified by the College Presidents and Vice Presidents of Academic Affairs Council and the Faculty Administration Collaboration Team at least once every semester to discuss any contested interpretations of existing policy.

The Chief Human Resources Officer or designee may consult other parties at their discretion.

Individual concerns about misapplications of this policy will be resolved by the grievance process outlined in Article 20.

If the interpretation of the Chief Human Resources Officer or designee is agreed to by the VPAA Council, Faculty Association and Adjunct Faculty Association, the agreement will be reduced to writing for signatures by all parties and included in the Faculty Agreement following Governing Board approval.

If agreement cannot be reached, the Chief Human Resources Officer or designee, a Vice President of Academic Affairs representative, Adjunct Faculty Association representative, and the Faculty Association representative will each submit a position statement to the Chancellor within fourteen (14) days. The Chancellor will review the interests of all parties and render a final decision. The Chancellor may consult with all parties, individually or collectively. The decision of the Chancellor is final.

ARTICLE 25 PROCESS TO REVISE THE FACULTY AGREEMENT

As part of the continuous improvement effort of the Faculty and Administration, the Faculty Administration Collaboration Team (FACT) will identify and refine multiple Articles in the Faculty Agreement annually and will review the entire Faculty Agreement every four (4) years. FACT strives to operate with an ethos of trust and open mindedness, seeking innovative solutions that eliminate barriers to Student, Faculty, College, and District success.

25.1. Commitment to Collaboration and Inclusion

The Chancellor of the Maricopa County Community College District (MCCCD) 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 MCCCD and direct the Faculty (including assignment) of the MCCCD except as otherwise provided in this Agreement.

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

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 collaborate, in good faith, on policies affecting responsibilities and benefits pertaining to Residential and Adjunct Faculty employment.

For this reason, this Faculty Agreement is adopted by the Governing Board of MCCCD, the Adjunct Faculty Association, and the Faculty Association, which are the nonexclusive representatives of the MCCCD Adjunct Faculty and Residential Faculty, respectively. It is understood that this Agreement is applicable to Adjunct Faculty who are not members of the Adjunct Faculty Association and Residential Faculty who are not members of the Faculty Association.

No party to this Agreement may discriminate against any Faculty member because of their membership status in the Adjunct Faculty Association, Faculty Association, or any other recognized organization.

Upon a written request, the Chancellor, through the office of the appropriate Vice Chancellor/Senior Executive, agrees to provide to the representatives of the Faculty information that is relevant for FACT and/or the implementation of the Faculty Agreement. It is understood that the Chancellor will make a good-faith effort to honor Faculty requests for information.

25.2. Faculty Administration Collaboration Team Composition

The Faculty Administration Collaboration Team consists of nine (9) members including:

- Three (3) Adjunct Faculty representatives selected by the Adjunct Faculty Association
- Three (3) Residential Faculty representatives selected by the Faculty Association
- Three (3) Administration representatives selected by the Chancellor

In its work, FACT is charged with considering the interests of all Adjunct Faculty, all Residential Faculty, and the Administration.

25.3. FACT Ground Rules

During the first formal FACT meeting of the academic year, the FACT will re-establish consensus on ground rules that will govern the collaborative problem-solving process.

25.4. Identification of Problems to be Solved

Before the first formal FACT meeting of the academic year, the FACT will solicit the Adjunct Faculty Association, the Faculty Association, and the Senior Councils for any sections in the Faculty Agreement that the FACT should consider, including in its annual work plan. The Senior Councils may also submit a problem to the FACT for consideration at any time during the year. The constituent groups and councils will clearly articulate the problem and their interests as related to the problem.

At the first formal FACT meeting, the FACT will vet the list of problems to be considered and will develop a shortlist of articulated problems to consider. The FACT will then share the articulated problems as appropriate with the Senior Councils and ask the councils to weigh in with their interests as related to the problems. In consideration of the input from the Senior Councils, the FACT will prioritize the problems and determine which problems, and the associated articles, to address in a given year. The FACT will then communicate the annual work plan to the Adjunct Faculty, Residential Faculty, Administration, and to the Chancellor to share with the Governing Board.

In developing its annual work plan, the FACT will also include one or more articles not yet reviewed during the most recent four-year period to ensure the entire Faculty Agreement is reviewed during each four-year cycle.

25.5. Fact Problem Solving Process

The FACT uses interest-based problem solving to develop solutions to priority problems. This process includes the following steps:

- Articulate the problem to be solved;
- Identify the various interests of constituents related to the problem;
- Brainstorm options to address the problem;
- Evaluate the options in light of the interests, objective criteria, and constitution feedback;
- Craft a preferred solution from the options;
- Draft Faculty Agreement language codifying the preferred solution;
- Monitor implementation to determine effectiveness of the solution; and
- Refine the solution in light of feedback, as needed.

25.6. Fact Decision Making Process

The members of the FACT are committed to finding solutions to problems. After consulting their constituent groups, each member shall collaborate in good faith with other FACT members to reach agreement on preferred solutions. Any member who cannot support any of the options being considered by the team will articulate the interest(s) not being met and will endeavor to bring forward additional options which address the unmet interest as well as the other interests identified by the team. Through this iterative process, the team makes decisions based on consensus.

In the rare event that the team is unable to reach consensus on a solution, the members of FACT will again invite the Presidents' Council, Faculty Executive Council, Adjunct Faculty Association Board, and the Senior Councils to propose potential solutions addressing the interests for consideration of the FACT. If the FACT is unable to reach consensus on any of the options identified by the councils, the issue shall be resolved by one of the following:

- If the issue under consideration does not require immediate resolution, the issue will be tabled until the next academic year and Colleges will be encouraged to submit an application for variance to the Faculty Agreement to pilot one or more of the proposed solutions;
- If the issue under consideration requires immediate resolution, the Provost under the direction of the Chancellor may initiate the Memorandum of Understanding (MOU) process;
- If the issue under consideration requires timely resolution and has previously been addressed through the MOU process, the FACT will engage in mediation with an external mediator during the given academic year to come to consensus on a resolution of the issue;
- If the issue under consideration has been addressed through the MOU process and mediation and is still unresolved, the FACT will engage in arbitration with an external arbitrator.

Once the FACT has finalized all recommended changes to the Faculty Agreement, it will submit all recommended changes to the Chancellor for review. All recommended changes for the document will be provided to all Residential and Adjunct faculty for review as many times as needed prior to being submitted to the Chancellor to ensure constituent support, and recommendations for edits and/or changes will be returned to the FACT for final determination. Once approved, the Chancellor will forward the recommended changes to the Faculty Agreement to the Governing Board for final approval. The Governing Board will also be informed of any issues where consensus was not initially reached and an alternative option for resolution was employed.

25.7. FACT Task Forces

The Faculty Administration Collaboration Team (FACT) may establish task forces from time to time to assist the team in its work. The composition, charge, and duration of each task force will be determined by the FACT. Typically, task forces will include representatives from the Adjunct Faculty, Residential Faculty, and Administration who are familiar with the issue assigned to the task force, though the Adjunct Faculty Association, Faculty Association, and Administration will be permitted to weigh in on the selection of task force members. The FACT will provide each task force with a statement of the problem to be solved and a list of interests that have been identified related to the problem. The task force will conduct research, identify additional interests, and brainstorm options to address the identified problem. The task force will advance a minimum of three (3) potential solutions addressing the assigned problem to FACT for consideration; if the task force is unable to identify three potential solutions, it must explain to the FACT the constraints that limited the options available. The FACT may select one of these solutions or integrate or identify additional options to address the identified problem.

25.8. Training

To ensure that the FACT is effective in its problem-solving work and that the organization as a whole understands the problem-solving process used by the FACT, the following groups will be

trained in interest-based problem solving by an external consultant: FACT, Adjunct Faculty Association Leadership, CEC, FEC, VPAA Council, VPAS Council, and VPSA Council. Furthermore, internal training will be provided during the onboarding process for every new staff at the director level and above, every new Residential Faculty, and interested Adjunct Faculty.

25.9. Full and Complete Agreement

This Faculty Agreement contains the full and complete agreement reached on issues considered.

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 outlined in Article 6.

Any individual contract between administration 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 Agreement.

This Agreement shall become effective upon an approval vote of the majority of the Governing Board Members.

ARTICLE 26 SEVERABILITY

26.1 Severability

In the event that any provision of this policy is contrary to any Faculty Agreement 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.

ARTICLE 27 GUIDING PRINCIPLES THAT INFORM FACT DECISION MAKING

27.1. Guiding Principles

The Faculty Administration Collaboration Team will consider proposed solutions in light of these values.

27.1. Learning: Student Success

We value student success. Attention to student persistence, equity, and completion drives our decision making as we strive to ensure students are actively engaged in learning-centered environments and to support the whole needs of the students we serve.

27.2. Learning: Faculty Success

We value continuous learning, leadership, and academic freedom. We seek to develop a culture of leadership where we all strive to model, mentor, and motivate students, colleagues, and partners to lead with passion, collaboration, and a shared commitment to teaching excellence and growth.

27.3. Inclusiveness

We value inclusiveness and respect for one another and our varied interests. We partner to empower all members of the FACT Committee to have a voice in decision making in order to encourage diverse and creative input that advances a culture of collaboration and institutional success.

27.4. Professionalism

We value academic honesty and integrity and believe these elements are essential in our working and learning environments. We value responsibility and believe that we are each accountable for our personal and professional actions. We value the transparent and civil treatment of every employee working for the Maricopa County Community College District, and remain committed to supporting a respectful work environment so that every employee achieves their highest potential for performance.

27.5. Innovation Mindset

We value and embrace an innovative approach so that we remain at the forefront of global educational excellence. Our innovation mindset empowers people to recognize opportunities and solutions using critical and creative thinking, problem solving, calculated risk-taking, communication, research, and collaboration.

27.6. Community

We value equity, community, and social justice in our global community. As a diverse workforce that serves a diverse student population, we recognize and support all identities, backgrounds, abilities, and belief systems and strive to provide opportunities for all.