

## MOU with Respect to Workload Limits and Supervision in Summer 2023

This Memorandum of Understanding (MOU) is entered into this 30th day of March 2023 by the Faculty Association, the non-exclusive representative of the Residential Faculty at Maricopa County Community College District, and the Chancellor of the Maricopa County Community College District, hereafter referred to jointly as “the parties.”

The parties agree that the provisions of Article 8.3 of the Faculty Agreement will not be applicable during Summer 2023, from May 15, 2023 to August 10, 2023.

### 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 ( $16 \times 3 = 48$ ). 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 ( $16 \times 6 = 96$ ). 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 |    |    |    |    |    |    |    |    |    |    |    |    |
|--|----|---|----|----|----|----|----|----|----|----|----|----|----|----|
|  |    | 1   | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| N<br>u<br>m<br>b<br>e<br>r<br>o<br>f<br>L<br>o<br>a<br>d<br>H<br>o<br>u<br>r<br>s<br>a<br>s<br>S<br>t<br>a<br>t<br>e<br>d<br>i<br>n<br>t<br>h<br>e<br>C<br>o<br>u<br>r<br>s<br>e<br>B<br>a<br>n<br>k | 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 | *   | *  | *  | *  | *  | *  | *  | *  | *  | *  | *  | *  | *  |

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Instead, the parties agree that

All Residential Faculty workload assignments outside of Fall Semester and Spring Semester shall consist of not more than ~~forty (40)~~ fifty (50) hours per week. This limit shall include all teaching and nonteaching 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.

- The maximum Residential Faculty (Instructional and Service) teaching load will be twenty (20) load hours
- The maximum Residential Service Faculty weekly hours in the core functional area will be fifty (50) clock hours
- For Service Faculty who teach, each 1 load hour of teaching reduces the permissible weekly non-teaching workload by 2 clock hours per week for the entire 13 weeks of the Summer term

The proposed MOU would expect the VPAA or designee, Chair and Residential Faculty member to exercise their professional judgment to determine if the requested work in the summer (teaching and non-teaching) is appropriate to ensure instructional/service excellence to students and if it is reasonable to complete the requested work in the time indicated.

The parties agree the pay rate for Faculty Chairs and summer supervision requirements will remain as specified in the 2022-2023 Faculty Agreement for the duration of Summer 2023, from May 15, 2023 to August 10, 2023, which is as follows:

#### **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.

This MOU is necessary because language in the Article 8.3 of the current 2022-2023 Faculty Agreement presents a hardship to colleges and faculty in Summer 2023.

It is expected that these and additional revisions of Articles 7.2.7.7 and 8.3 will be reviewed by stakeholders, and if ratified by the Faculty Executive Council, will be presented as part of a complete Residential Faculty Agreement to the Governing Board before July 1, 2023 and will be effective for Summer 2024.

**Faculty Association President**

A handwritten signature in black ink, appearing to read 'Camille Newton', with a long horizontal flourish extending to the right.

Dr. Camille Newton  
30 March 2023

**Chancellor of Maricopa County Community College District**

A handwritten signature in black ink, appearing to read 'Steven R. Gonzales', with a long horizontal flourish extending to the right.

Dr. Steven Gonzales  
30 March 2023