



# **RESIDENTIAL FACULTY AGREEMENT**

## **2024–2025**

**Effective July 1, 2024**

**Approved by the MCCCCD Governing Board 04/23/2024**

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## **PREAMBLE**

This Residential Faculty Agreement is entered into by and between the Governing Board of the Maricopa Community Colleges, the Chancellor of the Maricopa Community Colleges (on behalf of the Administration), and the Maricopa Community Colleges Faculty Association (on behalf of all Residential 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.

This document was updated on June 5, 2024, with the Governing Board approved pay rates for fiscal year 2024–25.

# **ARTICLE 1 DEFINITIONS**

## **A**

### **Academic Year**

The academic year for Full-Time 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.

### **Appointive Status (Appointive Faculty)**

Appointive Status may be attained by a Residential Faculty member at the beginning of their sixth consecutive year calculated from the start date of the first probationary period. (Hereinafter called “Appointive Faculty.”)

## **C**

### **Chief Human Resources Officer (CHRO)**

The Chief Human Resources Officer, herein referred to as CHRO, provides overall leadership for the direction, administration and management of the District’s Human Resources function, and supports the needs of the District and its Colleges. The CHRO is responsible for the oversight of the design, implementation, and fulfillment of strategies, plans, and goals for MCCCDC’s established human resources model that promotes MCCCDC’s vision.

### **College**

The term refers to any one of the separately accredited institutions of higher learning within the Maricopa County Community College District.

### **College Faculty Staffing Advisory Committee**

The College Faculty Staffing Advisory Committee will consult with Faculty 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/FFTE ratio by discipline, FFTE 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 OYO, OSO, Adjunct Faculty and Administration, and approved by the College President. It describes the selection, evaluation, duties, and responsibilities of the Faculty Chair and the duties and responsibilities of other faculty supervisory roles. Colleges with both Departments and Divisions will also describe the allocation of reassigned time and Faculty 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 Residential 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**

A Complainant is a Full-Time Faculty member or members covered by the Residential Faculty Agreement who initiates the Resolution of Controversy (RoC) process as described in Article 20.3.

## **Conflict Resolution File**

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

## **Core Functional Area (Core)**

The primary functional and professional responsibilities of Full-Time Faculty in instruction, library services, counseling services or academic support.

# **D**

## **Day**

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

## **Department/Division Charter**

The Department/Division 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 Department/Division Charter is to allow Departments and Divisions

flexibility in their self-governance while ensuring transparency and participation as appropriate by All Faculty within the unit. In no case may the Department/Division Charter conflict with the provisions of the College Plan or Residential Faculty Agreement.

### **District (MCCCD)**

The term District, or MCCCD, refers to the Maricopa County Community College District.

## **F**

### **Facilitator**

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

### **Faculty, Adjunct**

Adjunct Faculty are faculty members employed on a part-time, term-to-term, non-appointive basis.

### **Faculty, All**

References to All Faculty include Full-Time Faculty and Adjunct Faculty as defined herein.

### **Faculty, Full-Time**

Full-Time Faculty include Residential, One-Year Only, and One-Semester Only faculty members employed on a full-time basis.

### **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, One-Semester Only (OSO)**

One-Semester Only (OSO) Faculty are full-time, exempt, and benefits-eligible faculty members who are employed in an instructional or service capacity for one semester or less.

### **Faculty, One-Year Only (OYO)**

One-Year Only (OYO) Faculty are full-time, exempt, and benefits-eligible faculty members who are employed in an instructional or service capacity for one academic year or less.

### **Faculty, Residential**

Residential Faculty are full-time 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.

## **Faculty Association**

The Maricopa Community Colleges Faculty Association is a 501(c)(5) voluntary labor organization composed of current and retired Residential Faculty of the ten Maricopa Colleges.

## **Faculty Chair**

A Faculty Chair is a Residential Faculty member with administrative functions. Faculty Chair includes both Faculty Chair-40 and Faculty Chair-34 (as outlined in Article 7.2).

## **Faculty Chair Hourly Rate**

The Faculty Chair Hourly Rate is the midpoint hourly rate of a Grade 124 Classified Staff position.

## **Faculty Evaluation Plan (FEP)**

A faculty-driven process designed to document and promote quality performance for Appointive Faculty within their discipline through a self-evaluation that aligns with the MCCCDC mission and vision.

## **Faculty Executive Council (FEC)**

The Faculty Executive Council is the executive body of the Faculty Association.

## **Faculty Professional Growth Policy Review Committee**

The policy writing and review body for Faculty Professional Growth (FPG). Monitors and revises FPG policies. Recommends Residential Faculty Agreement changes regarding FPG. Reviews FPG appeals. Facilitates communication between FEC, FPG, and the Residential Faculty. Reviews and monitors FPG budget expenditures and remaining account balances. Membership is determined by the Faculty Executive Council.

## **Faculty Professional Service**

Faculty Professional Service includes a faculty member's service to their Department/Division, College, District, and/or community outside of their Core Functional Area.

## **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.

### **Fall Full-Time Student Equivalent (FFTE)**

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

### **Fiscal Year**

The fiscal year runs from July 1 of one year to June 30 of the subsequent year.

## **G**

### **Governance, Shared**

See Article 2 for definition.

### **Governing Board**

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

### **Grievance**

A Grievance is an alleged misapplication, misinterpretation, or violation of a specific provision(s) of the Residential 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 Residential Faculty Agreement or Administrative Regulations should be addressed through the Resolution of Controversy process.

Although it can be grieved whether the process was followed, the outcomes of the following items are not grievable:

- Article 21.5.2. Full-Time Faculty Member Termination
- Article 16 Retain and Retrain Policy
- Article 10.3.6 Increment and/or Salary Increase Withholding for Individual Faculty Members
- Article 13 Professional Growth
- Article 17.5.3.3 PARC Recommendation
- Article 17.9 College President Decision Regarding Faculty Status
- Title IX
- EEO

All Grievances will be initiated at the appropriate level as specified in Article 20.3.1.1.

If it is determined that the Grievance is materially false and that it was made in bad faith, the Grievant may be subject to an investigation as described in Article 22.

### **Grievant**

A Grievant is a Full-Time Faculty member or members covered by the Residential Faculty Agreement who initiates the Grievance process as described in Article 20.3.

## **I**

### **Individual Development Plan (IDP)**

The Individual Development Plan is an annual professional growth process through which Probationary Faculty document their expertise in their Core Functional Area, professional development, and Faculty Professional Service to the Department/Division, College, and District. The Peer Assistance and Review Committee (PARC) evaluates the IDP, and the IDP serves as a basis for recommendations related to probationary contract renewal and Appointive Status.

### **Innovative Variance**

An Innovative Variance may be requested if any provision(s) of the Residential Faculty Agreement prove to be an impediment to local institutional innovation, allowing a College(s) to operate under alternative guidelines for a pilot or proof of concept. See Article 6 for details.

### **In-Residence**

Faculty are physically present at their assigned location to meet their professional obligations. See Article 5.2 for details.

### **Instructional Councils**

Instructional Councils (ICs) are discipline-specific groups composed of faculty representatives from the Maricopa Community Colleges.

Membership in the Instructional Councils will be appointed by the Faculty 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 Faculty Chairs will report the appointments to their College's Faculty Senate President. Policies governing Instructional Councils are found in the current "Instructional Council Guidelines." Matters involving Instructional Councils are subject to Resolution of Controversy. (See Article 20.3.2)

The purpose of the ICs is to facilitate communication among faculty at the different Colleges in the oversight of the District's shared course and pathway bank. The ICs coordinate the origination, development, and revision of the District's educational offerings, thereby helping to ensure faculty leadership in the curriculum process, ownership of a quality product, and collaboration across

Colleges. The ICs recommend to the Provost the required credentials for All Faculty in the discipline.

### **Interest-Based Problem Solving (IBPS)**

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

### **Investigation**

See Article 22 for definition.

## **J**

### **Just Cause**

See Article 21 for definition.

## **L**

### **Load, Core**

The base load of Residential Faculty that accounts for 30 hours per week each semester (equivalent to 15 Load or Load-Equivalent per semester).

### **Load and Load-Equivalents**

The term Load is used to quantify work related to teaching. Full-Time Instructional Faculty are accountable for 15 Load hours of teaching per semester. The term Load-Equivalent is used to quantify workload related to Full-Time Service Faculty non-instructional work. Full-Time Service Faculty are accountable for 15 Load-Equivalent hours per semester. Each Load hour of teaching or Load-Equivalent hour of Service Faculty work equates to two (2) clock hours of work per week during the semester.

## **M**

### **Mediator**

A Mediator is a trained and neutral third party who mediates the formal or informal process, following the steps outlined in 20.2.

### **Memorandum of Understanding (MOU)**

MOUs are agreements of no more than one year between the FEC and the Chancellor/Provost. MOUs are by nature reactive to external requirements and allow MCCCDC to address issues that require timely response that cannot otherwise be addressed within the regular RFACT process time frame.

## N

### **New Faculty Experience**

The New Faculty Experience is the onboarding program under the direction of the PAR Facilitator that supports first-year Probationary Faculty members in developing sound teaching and learning practices, completing the Individual Development Plan, learning the culture of the College, and understanding the duties, rights, responsibilities, and expectations of being a Residential Faculty member. Participation in the New Faculty Experience will begin in the first Fall semester after being hired.

## 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 therefore is exempt from this definition.

### **Other Supervisory Hourly Rate**

The Other Supervisor Hourly Rate is the midpoint hourly rate of a Grade 121 Classified Staff position.

## 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 Faculty appointed by the Faculty Senate President in collaboration with the appropriate College Vice President. PARC will evaluate all Probationary Faculty Individual Development Plans and make recommendations to the College President related to either renewal of the Probationary Status prior to the final year of the faculty member's probationary period, or the granting of Appointive Status at the end of the faculty member's probationary period.

### **President, Faculty Executive Council (FEC)**

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

### **Probationary Status (Probationary Faculty)**

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

In order to earn credit toward Appointive Status, a Probationary 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 their 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.

### **Problem-Solving Meetings**

See Article 20 for definition.

### **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**

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.

### **Provost**

The Executive Vice Chancellor and Provost, herein referred to as Provost, is the second highest executive of MCCCDC overseeing and guiding the implementation and management of the District's strategies in the fulfillment of the District's vision and strategy. The Provost is responsible for the oversight of the design, implementation, and fulfillment of strategies, plans, and goals for MCCCDC's established academic model that promotes MCCCDC's vision.

## **R**

### **Reassigned Time**

Full-Time Faculty may be reassigned from their Core Functional Area 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, Legal**

When any Full-Time 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, such as corrective actions or disciplinary sanctions, they shall be entitled to have legal counsel present to advise and/or represent them during such meetings. If the Full-Time Faculty member will have legal counsel present, notice must be provided to all involved parties at least seven (7) calendar days prior to the meeting.

### **Representation, Peer**

Full-Time Faculty members may request the Faculty Senate President or designee to accompany the faculty member when attending meetings related to Article 20, 21, or 22. The Peer Representative's role is to ensure that policy and processes are being followed. During these meetings, the Peer Representative shall be permitted to observe, take notes, and provide clarification regarding policy and process. The Peer Representative shall not speak for the faculty member in response to questions. However, they may confer with the employee in a confidential manner and assist when requested by the employee. If the Full-Time Faculty member will have a Peer Representative present, notice must be provided to all involved parties at least forty-eight (48) hours prior to the meeting.

### **Residential Faculty Agreement**

The Residential Faculty Agreement is a document that outlines the current working conditions for a specific fiscal year for Full-Time Faculty as agreed upon by the Residential Faculty and Administration, and presented by the Chancellor for approval by the Governing Board.

### **Residential Faculty Administration Collaboration Team (RFACT)**

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

### **Residential Faculty Agreement Review Process**

The Residential Faculty Agreement Review Process exists for the purpose of interpretation and recommendation for change in the Residential Faculty Agreement. See Article 26.

### **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 Executive Council President or designee, will serve ex-officio and be a nonvoting 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 Full-Time 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.

All RoCs will be initiated at the appropriate level as specified in Article 20.3.2.1.

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 an investigation as described in Article 22.

### **Retaliation**

See Article 2 for details.

## **S**

### **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**

A Supervisor is an individual with the authority to render a decision under the Residential 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 conflict resolution steps will proceed according to their respective reporting structures.

## V

### **Vice President of Academic Affairs (VPAA)**

The Vice President of Academic Affairs (VPAA) is the chief academic officer of a College. The VPAA promotes academic quality and excellence, partners with other College leaders to support students holistically, and supports faculty in developing new and innovative programs to meet community needs.

## W

### **Waiver**

A Waiver may be requested if it becomes necessary to temporarily revise or suspend an article in the Residential Faculty Agreement to allow time for a College to become compliant with the Residential Faculty Agreement. See Article 6 for details.

### **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. MCCCDC recognizes an academic exception to the Works Made for Hire Doctrine. Additional information is found in Article 4.

### **Written Decisions**

Decisions rendered at all levels of the conflict resolution system shall be in writing, setting forth the decision and its justification, and shall be transmitted promptly to all parties in interest. Decisions that are unsatisfactory to the aggrieved person may be elevated through the conflict resolution system. All final outcomes of Grievances will be submitted to, and archived by, District Human Resources.



# **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 MCCCCD, 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 MCCCCD's shared vision of "Excellence in education for a better world.”

MCCCCD employees are prohibited from retaliating against any individual for asserting their rights under the policy. Substantiated retaliation or retribution by any employee against any person may result in disciplinary action up to and including termination. Any employee who believes that retaliation is occurring shall report such actions to Human Resources.

## **2.1 Non-Delegable Governing Board Duties**

It is recognized that state and federal law vest the Governing 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 RFACT 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. OYO, OSO, and Adjunct Faculty are encouraged to participate where the opportunity arises.

Effective means of communication between faculty members and the administration shall exist for the promotion of professional practices. Policy and administrative regulations affecting Residential Faculty shall be discussed, before implementation, with Residential Faculty at the appropriate level. Adjunct Faculty will be consulted on policy and administrative regulations as appropriate. 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 Residential Faculty.

## **2.3 Governing Board Meetings**

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

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

## **2.4 Budget Formulation Participation**

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

The FEC President and the Faculty Senate Presidents shall have access, through their faculty representatives on ABC, to all budget development materials made available to ABC members.

The FEC President shall be provided, upon request, any available supporting materials related directly to issues brought before ABC.

## 2.5 Faculty Work Assignments

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:

- Governing 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 faculty members 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 All Faculty that may otherwise go unrecognized, providing recommendations or strategies to address these interests or concerns, and participating in the Residential 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, All 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:

District Governance	Reassigned Time Per Year
FEC President*	30 Load Hours
FEC President Elect	15 Load Hours
FEC Past President	15 Load Hours
Residential Faculty RFACT Members	12 Load Hours

District Governance	Reassigned Time Per Year
*Summer: The FEC 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.	

College Governance	Reassigned Time Per Year
Senate President	
<b>Number of Residential Faculty at College</b>	
0 - 199	12 Load Hours
200 - 249	15 Load Hours
Over 250	18 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 FEC Council of Presidents from among the members of the Residential Faculty Professional Growth Committee. Each Chair shall receive 3.0 Load hours of reassigned time 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:

Number of Residential Faculty at College	Reassigned Time Per Year
20 - 125	3 Load Hours
126 - 199	4.5 Load Hours
200 - 270	6 Load Hours

<b>Number of Residential Faculty at College</b>	<b>Reassigned Time Per Year</b>
Over 270	9 Load Hours

Additional Load reassignment may be granted by the CHRO to Residential Faculty and the FEC upon payment of all replacement costs to be computed at the Level 1 Non-Core Overload rate given in Article 10.2.2.

# **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 OYO, OSO, and 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.

In a multisection course taught by several faculty members, responsibility is often shared among the instructors for identifying common course elements. Such elements may include (but are not limited to) textbooks, syllabus statements, assessments, and Learning Management System (LMS) modules. When properly applied, this shared academic freedom supersedes the academic freedom rights of individual faculty members. Such decisions should be made following a meaningful and inclusive process that invites involvement from all interested faculty members (full-time and adjunct) teaching the course at the time the decision is made. The process should be documented in the Department/Division Charter and include a periodic review of decisions made.

Outside of class, when Full-Time and Adjunct Faculty express themselves as citizens or as public employees, they shall be free from institutional censorship or discipline. When acting as citizens, All 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, All 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.

### **3.1.1. 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 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 Full-Time or Adjunct Faculty members, 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 reassigned time for the Full-Time or Adjunct Faculty member 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 Full-Time 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 Full-Time 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 Full-Time or Adjunct Faculty member shall not, in connection with any class, suggest or require that a student purchase instructional materials which the Full-Time or Adjunct Faculty member has produced, and from the purchase of which the Full-Time or Adjunct Faculty member or the Full-Time 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 VPAA at the College where the Full-Time or Adjunct Faculty member teaches the class.

### **4.3 Prohibition Against Full-Time or Adjunct Faculty Compensation for Unpublished Works**

A Full-Time 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 Full-Time or Adjunct Faculty member teaches.



# **ARTICLE 5 PROFESSIONALISM AND** **ENGAGEMENT**

## **5.1 Professional Code of Ethics for All Faculty**

All Faculty, 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, instructors 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 professors, All Faculty 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 freedom of inquiry.

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, All 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 Full-Time 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 Full-Time Faculty, a consistent, equitable, and reasonable availability of time spent at the College each week is necessary. Therefore, Full-Time Faculty must be physically present at their assigned locations, outside of the work and responsibilities in their Core Functional Area, two or more days per week. While all Full-Time Faculty must meet the In-Residence requirement, some 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 Full-Time Faculty regardless of the modality of the courses that constitute their Load. Full-Time Faculty schedules must reflect their Core Functional Area responsibilities per Articles 5.3 and 5.4.

Exceptions to the In-Residence requirement for Full-Time Faculty are limited and can be addressed locally by the VPAA or designee in consultation with the Faculty Chair and Human Resources.

## **5.3 Full-Time Faculty Accountability/Professional Responsibilities**

As full-time exempt employees, Full-Time Faculty support MCCC'D's central mission of teaching and learning. It is inherent in the professional role of Full-Time Faculty that additional hours, outside of their Core Functional Area, are necessary for the enrichment of the Colleges, District, and external communities.

Full-Time Faculty members consistently meet the accountability standard of a minimum of thirty (30) clock hours of professional responsibilities per week in their Core Functional Area, including but not limited to the following representative ways:

- meeting all classes as scheduled, including comprehensive course preparation and assessment and/or providing academic services and support to students and/or faculty

members;

- holding at least one (1) scheduled student support hour for every three (3) Load hours taught (up to five (5) support hours each week), reflective of the Full-Time Faculty member's teaching schedule and course modalities. The time and location of support hours will be posted so that they are easily accessible;
- 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 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 Individual Development Plan (IDP).

Full-Time 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 Full-Time Faculty member's responsibilities.

Full-Time 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.

Full-Time Faculty who maintain a work schedule outside normal hours of accountability will collaborate with their Faculty Chair to create appropriate scheduling accommodations, including accommodations to ensure Full-Time 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.

All Faculty assume reasonable responsibility for MCCC and College facilities and equipment under their supervision and control.

## **5.4 Faculty Assignments**

It is customary for Full-Time Instructional Faculty to teach 15 Load hours of classes per semester as a part of their thirty (30) weekly hours of professional responsibilities. Full-Time Service Faculty fulfill thirty (30) hours of professional responsibilities per week. Hours of accountability for Full-Time Service Faculty who teach classes will be reduced at the rate of two (2) hours per week for each teaching Load per semester.

Reassigned time is provided when Full-Time Faculty accept faculty-appropriate, substantial, and complex work assignments to advance the mission of the College at the request of the

Administration. The College President may reduce the core responsibilities of the Full-Time Faculty to provide needed time to achieve the assigned task. For each one (1) Load or Load-Equivalent hour reduction, the Full-Time Faculty member shall be accountable for two (2) clock hours of work per week. Such work shall be part of the hours of accountability/professional responsibilities. Because Full-Time Faculty Core Load is thirty (30) clock hours per week (15 Load or Load-Equivalent per semester), work assignments beyond 30 clock hours per week (15 Load or Load-Equivalent per semester) are paid as a stipend.

Other paid activities beyond the core responsibilities will not be considered part of the hours of accountability/professional responsibilities and will require additional time beyond the accountability hours described in Article 5.3.

The Faculty Chair and Full-Time Faculty members, in consultation with the appropriate Administrator, will determine all Core Functional Area assignments with the final approval of the College President.

## **5.5 Teaching and Nonteaching Assignments for Faculty During the Academic Year**

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

The assignment of Full-Time Faculty to classes is based upon student need while recognizing instructor preferences and expertise. Full-Time Faculty have a right to 15.0 Load hours per semester and are assigned this Load on a priority basis. Full-Time Faculty members will be permitted to work in the evening/weekend program to make their Load.

If desired by the Full-Time Faculty member, overload work within the Core Functional Area for Full-Time Faculty will be assigned after thirty (30) clock hours per week (15 Load hours per semester) have been assigned to each Full-Time Faculty member. If desired by the Full-Time Faculty and approved by the Faculty Chair or designee Full-Time Faculty may be assigned overload up to twenty (20) clock hours (10 Load hours per semester) in their Core Functional Area, except for Faculty Chairs. The process for determining assignments that are both part of, and outside of, Core Load must be delineated in the Department/Division Charter.

Adjunct Faculty may be assigned up to nine (9) Load or Load-Equivalent hours per semester. If desired by the Adjunct Faculty and approved by the VPAA or designee, Adjunct Faculty may be assigned up to twelve (12) Load or Load-Equivalent hours per semester depending upon course availability, understanding there may be Arizona State Retirement System contribution implications. The process for determining assignments for Adjunct Faculty must be delineated in the Department/Division Charter.

Faculty Chairs or designees seek to minimize instructor changes once assignments are made. The Faculty Chair shall inform the VPAA or designee of any Full-Time or Adjunct Faculty members

who are removed from a class within two weeks of the class start date for reasons other than class cancellation.

Any disputes between the Faculty Chair or designee and Full-Time Faculty members regarding teaching or nonteaching assignments will be resolved by invoking the use of the Resolution of Controversy Procedure: RoC Step 1 and RoC Step 2. Consistent with RoC Step 2, the Vice President's decision is final. Any disputes between the Faculty Chair or designee and Adjunct Faculty regarding teaching or nonteaching assignments will follow the process in the Adjunct Faculty Handbook.

The College President or designee shall develop a list of approved extracurricular assignments, with the advice and recommendation of the Faculty Senate President.

## **5.6 Notification of Faculty and Exempt Non-Faculty Posted Vacancies**

The FEC 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 Faculty must meet MCCCDCD minimum requirements and any additional standards as recommended by the relevant Instructional Council, approved by the Provost 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 Faculty vacancies. Their processes will include the active participation of the appropriate members of the faculty and/or other appropriate directors of employment. Under no circumstances will anyone be directly appointed to the position of Residential Faculty nor will anyone be hired as a Residential Faculty without a competitive process. 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 their 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.

Residential Faculty who participate on screening/interviewing committees will be up-to-date on 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.

See Article 15 for information about the faculty transfer process.

## **5.8 Faculty Screening of Administrative Personnel**

Residential Faculty participation on screening and interviewing committees shall be utilized in the selection of College and District administrative personnel. The College Faculty Senate President will recommend Residential Faculty to serve on screening and interviewing committees for College administrative personnel. The FEC President will recommend Residential Faculty to serve on screening and interviewing committees for District administrative personnel.

## **5.9 Exempt Non-Faculty Employees Assigned to Residential Faculty**

Exempt non-faculty employees who have not previously held Appointive Status and are being assigned to Residential Faculty must be certified in the discipline to which they are assigned, must meet hiring requirements that are currently in effect, and must serve the full probationary period. If the person began their employment as a Residential Faculty member prior to assignment as an exempt employee, they 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 Faculty Chair in the discipline. The Faculty Chair will forward a recommendation to the VPAA. The assignment must be approved by the College President, who will consult with the appropriate Vice President and Faculty Chair, and the Faculty Senate President. The Faculty Chair will informally consult members of that Department/Division. Such exempt non-faculty employees shall be given credit toward the probationary period for any prior years with the District as a Residential Faculty member.

## **5.10 Personal Rights**

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

## **5.11 Membership in and Representation by Professional Organizations**

All 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 Full-Time 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 Full-Time 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 CHRO or designee.

### **5.12.1 Prorated Extended Residential Faculty Contracts**

Contract criteria include:

- Mutually agreeable prorated Residential Faculty contracts of a duration greater than 196 days may be approved by the College President after consultation with the Faculty Chair of the involved Department/Division.
- 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 10.4.3 shall apply.
- Residential Faculty are to meet thirty (30) hours of professional responsibilities per week during prorated extended contract periods.
- Residential Faculty members on an extended contract are prohibited from accepting additional MCCCCD contracts during the extended contract period.
- If approved by the College President, in consultation with the Provost and CHRO or their designees, the summer earnings limit may be adjusted for Residential Faculty working on a prorated extended contract.

### **5.12.2 Paid Holidays and Recesses**

Full-Time Faculty shall receive holiday pay for all holidays within the contract year including Labor Day, Veterans Day, Thanksgiving Break, Winter Break, Martin Luther King Jr. Day, Presidents' Day, and Spring Break. Full-Time Faculty do not receive compensation for clock hours beyond their Core Load during holidays. Exceptions to this policy may occur if the Faculty Chair of the affected Department/Division and the College President determine that a Full-Time Faculty member must work an identified paid holiday. In that exceptional case, 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 Full-Time Faculty member in preparation for the opening of each semester.

# **ARTICLE 6 MEMORANDA OF UNDERSTANDING, WAIVERS, AND INNOVATIVE VARIANCES**

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 Residential 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 Residential Faculty Agreement.

## **6.1 Memoranda of Understanding (MOUs)**

As new opportunities and challenges arise, it may become necessary to revise an article in the Residential Faculty Agreement or to consider a matter not contemplated by the Residential Faculty Agreement with broad implications for the District in a more expedited time frame than can be addressed by the standard RFACT procedures.

For an MOU to be considered, the FEC President or Provost must notify RFACT of the issue under consideration and demonstrate the issue cannot be addressed using the standard RFACT procedures. Under such circumstances, the Chancellor and the FEC President may sign an MOU to alter any section of the Residential Faculty Agreement for a time not longer than the remainder of the fiscal year. MOUs signed by the Chancellor and the FEC President will be shared in writing with all Full-Time Faculty indicating that Governing Board approval is still pending. All MOUs will be considered for approval by the Governing Board, and if approved, will be considered an addendum to the Residential Faculty Agreement for as long as they are current. Approved MOUs may be considered for incorporation into the Residential Faculty Agreement in the upcoming academic year through the standard RFACT procedures.

If an MOU is rejected by the Governing Board, detailed and substantive feedback will be provided in writing to RFACT, FEC President, and Provost concerning the rejection.

## **6.2 Waivers and Innovative Variances to the Residential Faculty Agreement**

RFACT will develop and maintain an application for requests for Waivers or Innovative Variances to the existing Residential Faculty Agreement. The requested Waiver or Innovative Variance cannot negatively impact All Faculty base salaries or working conditions as established in the Residential Faculty Agreement or the Adjunct Faculty Handbook. Waiver or Innovative Variance requests must be signed by the local College President(s) and Faculty Senate President(s).



Any alternative rules approved by RFACT that are put in place during a Waiver or Innovative Variance will be considered part of the Residential Faculty Agreement for the purpose of faculty members operating under the Waiver or Innovative Variance, including filing Grievances and utilizing other conflict resolution provisions of the Residential Faculty Agreement. The College President or designee will notify all Full-Time Faculty of any approved Waivers or Innovative Variances.

### **6.2.1 Waivers to the Residential Faculty Agreement**

If it becomes necessary to temporarily revise or suspend an article in the Residential Faculty Agreement to allow time for a College to become compliant with the Residential Faculty Agreement, the College may request a Waiver. Requests for Waivers to the existing Residential Faculty Agreement will require a College President to provide specific information, including:

- a description of the issue, including an explanation for why the College is unable to be compliant with the Residential Faculty Agreement;
- the impact the Waiver will have on the working conditions of All Faculty;
- the length of time requested for the Waiver to be utilized (not to exceed two consecutive semesters, not counting summer); and
- the alternative rules that will be applicable (if any).

### **6.2.2 Innovative Variances to the Residential Faculty Agreement**

If any provision(s) of the Residential Faculty Agreement prove to be an impediment to a local institutional innovation, the College(s) may apply for an Innovative Variance to the Residential Faculty Agreement, allowing them to operate under alternative guidelines for a pilot or proof of concept. Requests for an Innovative Variance to the existing Residential Faculty Agreement will require a College President to provide specific information, including:

- the length of time requested for the Innovative Variance to be piloted (not to exceed four consecutive semesters not counting summer);
- the impact the Innovative Variance will have on the working conditions of All Faculty;
- the alternative rules that will be applicable (if any);
- the impact the Innovative Variance will have on interactions with students; and
- a justification for the request including goal and assessment metrics.

### **6.2.3 Approval of Waivers or Innovative Variances**

Completed Waiver or Innovative Variance applications, as described in 6.2.1 and 6.2.2 will be reviewed by RFACT at the next regularly scheduled meeting where quorum is established. If approved by RFACT, it will be sent to the FEC President for their review. If approved by the FEC President, it will be sent to the Provost for their review.

Requests for Waivers or Innovative Variances must be approved by RFACT, the FEC President, and the Provost and can be declined by any of those parties with a written explanation. Potential reasons may include, but are not limited to, the following:

- the information provided is not thorough enough to demonstrate the Waiver or Innovative Variance meets the basic application requirements;
- the request exceeds the time limit;
- the signature of the College Faculty Senate President or the College President is missing;
- the requested Waiver or Innovative Variance does not meet the intent of the Residential Faculty Agreement;
- the Waiver or Innovative Variance requested is in violation of federal, state, or local laws; accreditation requirements, or District Administrative Regulations; or
- RFACT plans to propose new Residential Faculty Agreement language by the end of the fiscal year in which the Waiver or Innovative Variance application is submitted that will substantially impact the Waiver or Innovative Variance request.

If a Waiver or Variance request is rejected by any party, detailed and substantive feedback will be provided in writing to the College President and College Faculty Senate President concerning the rejection.

The College President and Faculty Senate President of the requesting College, the Chancellor, and CHRO will be notified of the outcome of the Waiver or Innovative Variance Request.

### **6.2.4 Evaluation of Innovative Variances**

Each College with an approved Innovative Variance will submit an Innovative Variance evaluation form to RFACT, FEC President, and Provost within sixty (60) calendar days after the end of every fiscal year that the Innovative Variance is in effect. Based upon the Innovative Variance evaluation form(s), a College President can decide to discontinue an Innovative Variance and return to following the Residential Faculty Agreement after consultation with the College's Faculty Senate President and then sending written notification to RFACT, the FEC President, and the Provost. Similarly, if a College President fails to submit a required Innovative Variance evaluation form, it will be assumed

the College no longer desires to operate under the Innovative Variance and RFACT will notify the Provost, FEC President, and College of the change. If a College would like to continue an Innovative Variance past the approved time period, the College President may resubmit an Innovative Variance application and must attach the associated Innovative Variance evaluation form(s). If approved again, the time period for a continued Innovative Variance may be extended up to eight (8) consecutive semesters (not counting summer) unless incorporated into the Residential Faculty Agreement. A College can also request an Innovative Variance be approved for up to five (5) years if the Innovative Variance is directly associated with a state or federal grant for which the Innovative Variance is critical.

RFACT will review all Innovative Variance evaluation forms and will identify Innovative Variances that could prove to be valuable at scale across the District and consider incorporating these Innovative Variances into future changes to the Residential Faculty Agreement using the standard RFACT procedures.

## **6.3 College Plan**

The College Plan is a document developed by each College's Residential Faculty, in consultation with its OYO, OSO, and Adjunct Faculty and Administration, and approved by the College President.

The Residential Faculty Agreement requires the following items to be included in every College Plan:

- the Shared Governance process for amending and approving the College Plan;
- the length of the term of Faculty Chair and the number of consecutive terms a Faculty Chair is permitted to serve in a Department/Division (Article 7.7);
- election process for Faculty Chairs (Article 7.2.2);
- the voting process for recall of a Faculty Chair (Article 7.9.2);
- evaluation process for Faculty Chairs and other faculty supervisors (Article 7.8);
- duties and responsibilities of Faculty Chairs, including any College-specific duties and responsibilities (Article 7.2.4);
- selection process for other faculty supervisors, or a statement delegating this authority to Department/Division Charters (Article 7.3);
- for Colleges with both Departments and Divisions, the allocation of reassigned time and Faculty Chair pay (see College Plan in Article 1);
- all Department/Division Charters, included as an appendix (Article 6.3);
- the process for distributing program variability funds (Article 7.4.5); and
- the process for academic Department/Division reorganization.

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 Residential Faculty Agreement, including approved MOUs and College-specific Waivers or Innovative Variances, supersedes the College Plan.

## **6.4 Department/Division Charters**

The Department/Division Charter is a document developed by each Department/Division's Residential Faculty, in consultation with its OYO, OSO, and Adjunct Faculty which describes the operational processes of the Department/Division.

Every Charter will include the process for assignment of Adjunct Faculty members. After having been assigned for an initial term, an Adjunct Faculty member who is subsequently notified of non-assignment may request from their Faculty Chair or faculty Supervisor the reasons that contributed to the decision. Upon the Adjunct Faculty member's written request, the reasons will be confirmed in writing by the Faculty Chair or faculty supervisor.

The Residential Faculty Agreement requires the following items to be included in every Department/Division Charter:

- process for amending and approving the Department/Division Charter by the Residential Faculty of the Department/Division;
- process for the faculty members of multisection courses to make shared academic freedom decisions regarding common course elements, as well as the timeline for periodic review of these decisions (Article 3.1);
- selection process for faculty supervisors, unless articulated in the College Plan (Article 7.3);
- division of labor between Faculty Chair and other faculty supervisors, including summer supervision (Article 7.2.4);
- dispensation of supervisory compensation among the supervisory duties, including summer compensation (Article 7.2.4);
- process for determining teaching and nonteaching assignments for All Faculty (Article 5.5);
- process for the assignment of Adjunct Faculty members (Article 5.5);
- schedule of Department/Division meetings (Article 6.4);
- adjunct Faculty rights and support (Article 6.4);
- expectations of All Faculty within the Department/Division (Article 6.4); and
- any additional requirements specified in the College Plan.

Consultation with the Dean and/or VPAA is highly encouraged during the creation, review, and amendment process of the Department/Division Charter. Department/Division Charters are made publicly available online by the Faculty Senate and are included in an Appendix to the College Plan. Within twelve (12) months of each Faculty Chair election, the Department/Division Charter must be reviewed and approved by their Residential Faculty.

# **ARTICLE 7 LEADERSHIP**

## **7.1 Faculty Leadership**

Residential Faculty undertake supervisory roles to promote student success and advance the missions of the Colleges. Formal supervisory roles related to the operation of Departments and Divisions are detailed in this section and include Faculty Chair and other supervisory roles. In exceptional circumstances, the Faculty Chair may select an OYO, OSO, or Adjunct Faculty member to undertake non-Chair leadership roles within a Department/Division with the consent of the Residential Faculty of the Department/Division and the VPAA.

All individuals serving in supervisory roles, including Faculty Chairs, shall be available to faculty, staff, and students. The specific on-site days and hours for faculty supervisors will be determined in consultation with the Faculty Chair, faculty supervisor, and the appropriate Dean or Vice President. All hours, including both hours during accountability and those hours outside of accountability, will be scheduled and posted so that they are easily accessible. All individuals serving in supervisory roles shall be available via email, videoconferencing, and/or phone during hours determined in consultation with the Faculty Chair, faculty supervisor, and the appropriate Dean or Vice President.

## **7.2 Faculty Chair**

All Full-Time Faculty members will work within a Department/Division structure led by a Faculty Chair. The position of Faculty Chair is the primary supervisory position within the Department/Division held by a Residential Faculty member. There are two classifications of Faculty Chair based on required work hours. A Faculty Chair-40 works 40 hours per week during the academic year performing supervisory duties and working in their Core Functional Area. The ten additional hours of work are compensated with a Faculty Chair stipend.

In unique circumstances, for instance where a Department/Division requires multiple Program Directors and other supervisory roles, the Residential Faculty in a Department/Division may opt, in consultation with the VPAA, to elect a Faculty Chair-34 instead of the standard Faculty Chair-40. The Faculty Chair-34 works 34 hours per week during the academic year performing Faculty Chair duties and working in their Core Functional Area. A Faculty Chair-34 earns a reduced Faculty Chair stipend, with the remaining Faculty Chair stipend money reallocated to other faculty supervisors in the Department/Division in the form of additional Department/Division Supervisory Reassigned Time (Article 7.4.3).

### **7.2.1 Eligibility**

For first consideration, any Appointive Faculty member in the Department/Division in good standing is eligible to be a candidate for the position of Faculty Chair. If no eligible faculty declare their candidacy during the first consideration, a second consideration will

deem eligible any Appointive Faculty member in good standing at the College and any Probationary Faculty member in year two (2) or later in the Department/Division in good standing with the College.

## **7.2.2 Election Process**

The Residential Faculty of each Department/Division shall elect a Faculty 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 Faculty 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.

## **7.2.3 Training**

The role of Faculty Chair 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 Faculty 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 Faculty Chair. Partners in the development and delivery of the Faculty Leadership Academy will include Residential 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, the Residential Faculty Agreement, the Adjunct Faculty Handbook, and the Staff Policy Manual;
- Designing daily Department/Division operations; and
- Solving employee relation challenges.

Ideally, the Faculty Leadership Academy training will be completed prior to serving in a Faculty Chair role. Otherwise, the Faculty Leadership Academy will be completed within twelve (12) months of assuming their duties as a new Faculty Chair. Faculty Chairs participating in the Faculty Leadership Academy will receive a one-time stipend upon completion of the program if the Faculty Leadership Academy occurs during a non-accountability period.

## 7.2.4 Supervisory Duties

Faculty Chairs are responsible for the supervision and management of a Department/Division within the College. Each Faculty 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 7.3. The Department/Division Charter shall specify which of the duties listed below shall be performed by the Faculty Chair in exchange for their Faculty Chair stipend and required Faculty Chair reassigned time. The Department/Division Charter shall also specify the dispensation of the remaining reassigned time to other supervisory roles and which duties from below will be completed in exchange for that reassigned time. The remaining duties listed below may be performed by any Department/Division faculty member in exchange for compensation as specified in the Department/Division Charter and in compliance with Article 7.4.4.

- Plan, manage, and oversee the Department/Division budget
- Facilitate Department/Division meetings
- Represent the Department/Division on College leadership councils
- Ensure all other Department/Division Supervisory Duties are performed
- Review and provide final approval for the selection and evaluation of Adjunct Faculty in accordance with current Human Resources procedures
- Review and provide Department/Division level approval for Department/Division reports (e.g., annual reports, staffing requests, program reviews, assessment reports)
- Determine Department/Division class schedules subject to final approval by the VPAA or designee
- Identify, select, and evaluate other supervisory and non-supervisory roles in accordance with procedures set forth in the College Plan
- Communicate and ensure adherence to College and District objectives, policies and procedures applicable to Department/Division faculty and staff
- Address, manage, and work to resolve conflicts
- Manage and work to resolve formally registered student concerns
- Manage program-specific budgets
- Plan, manage, and oversee the Department/Division class schedule
- Recruit, review, and recommend approval for the selection of Adjunct Faculty in accordance with current Human Resources procedures



- Supervise and support All Faculty
- Chair Residential Faculty position search committees
- Evaluate Probationary Faculty in accordance with the Residential Faculty Agreement
- Evaluate Adjunct Faculty
- Supervise, support, and evaluate staff and temporary employees, according to the Staff Policy Manual
- Perform supervisory duties including evening and summer supervision
- Oversee occupational programs (e.g., supervise faculty and staff, administer Advisory Council meetings)
- Coordinate completion of required program reports (e.g., program reviews)

### **7.3 Other Department/Division Supervisory Roles**

Faculty Chairs may be assisted in the supervision work by other Full-Time Faculty who perform other Department/Division supervisory duties. Supervisory roles include but are not limited to:

- Assistant Faculty Chair
- Occupational Program Director
- Academic Program Director
- Service Program Director
- Evening Supervisor
- Summer Supervisor
- Lab Technician Supervisor
- Lead Faculty
- Course Coordinator
- Adjunct Faculty Evaluator
- Clinical Coordinator

If the selection process for supervisory roles is not articulated in the College Plan, then the Department/Division Charter will outline the selection process.

### **7.4 Remuneration**

The faculty supervision budget at each College is determined by the following formula where L is the 3-year average annual Load/Load-Equivalents at the College inclusive of summer. The semesters used for this 3-year average annual Load/Load-Equivalents will be the nine (9)

semesters starting with the Fall semester four (4) years prior to the effective Fall and ending with the Summer semester one (1) year prior to the effective Fall.

$$B = (\$65 * L) + \$279,000$$

In light of budgetary factors, accreditation requirements, and program differences, Colleges may vary from the budget formula by up to \$147,000 and still be within the authorized range. In instances where the College is unable to address supervision needs within the authorized range, a Waiver should be submitted to RFACT for review.

Faculty Chairs are compensated with a Faculty Chair stipend and reassigned time during the academic year and with a stipend during the summer. Full-Time Faculty performing supervision responsibilities during the academic year are compensated with a stipend and/or reassigned time. Full-Time Faculty performing supervision responsibilities during the summer are compensated with a stipend. Funding allocations are based on annual Instructional Load and annual Non-Instructional Load-Equivalents.

All values in the budget formula above, including the amount of variation allowed in the budget and the maximum allowable amount to be set aside for program variability (Article 7.4.5), will be updated annually based on the most recent 3-year data available. This update will occur in consultation with the Vice Presidents of Administrative Services Council and the Chief Financial Officer for MCCCCD.

The formula will remain unchanged for the 2024–2025 Residential Faculty Agreement, but the annual update will begin again for the 2025–2026 Residential Faculty Agreement.

### **7.4.1 Supervision Allocation Based on Instructional Load and Load-Equivalents**

Residential Instructional Faculty workload is quantified by instructional Load and Residential Service Faculty workload is quantified by instructional Load and non-instructional Load-Equivalents. The amount of Load-Equivalents representing the work of Library Faculty supervision for the academic year is equal to 5% of the College FFTE. Similarly, the amount of Load-Equivalents representing the work of Counseling Faculty supervision for the academic year is equal to 5% of the College FFTE. Summer Load is the instructional Load generated between the end of Spring Semester and the start of Fall Semester. Summer Load-Equivalents are defined to be 50% of the academic year Load-Equivalents.

### **7.4.2 Faculty Chair Stipends**

Faculty Chair stipends are based on the Faculty Chair Hourly Rate (Article 1).

### **7.4.2.1 Academic Year**

The Faculty Chair-40 shall receive a stipend for the academic year representing 360 clock hours of work over the academic year. The Faculty Chair-40 Academic Year stipend is 360 times the Faculty Chair Hourly Rate.

The Faculty Chair-34 shall receive a stipend for the academic year representing 144 clock hours of work over the academic year. The Faculty Chair-34 Academic Year stipend is 144 times the Faculty Chair Hourly Rate. Departments/Divisions led by a Faculty Chair-34 shall receive an additional thirteen (13) Load hours of reassigned time to be distributed among the Department/Division supervisory roles. These additional reassigned time hours must be taken as reassigned time and cannot be converted to a stipend.

### **7.4.2.2 Summer**

The Faculty Chair stipend for the summer (for both Faculty Chair-40 and Faculty Chair-34) represents 60 clock hours of work. The stipend amount is 60 times the Faculty Chair Hourly Rate. Faculty Chair summer stipends and associated duties may be delegated to other Department/Division Residential Faculty. Any additional hours worked must be paid at the Faculty Chair Rate

In no case will a Faculty Chair or designee be expected or required to perform summer work without appropriate compensation. In the absence of additional hours, the supervisor of the Faculty Chair or designee shall perform the duties assigned to the Faculty Chair or designee.

## **7.4.3 Department/Division Supervisory Academic Year Reassigned Time**

Departments/Divisions are allocated reassigned time in addition to the Faculty Chair stipend for the performance of Department/Division supervisory duties (Article 7.2.4). The Faculty Chair is required to take at least six (6) Load hours of reassigned time (6 clock hours per week for the academic year), but may receive up to thirty (30) Load hours of reassigned time (30 clock hours per week for the academic year) depending on the amount of Load/Load-Equivalents in the Department/Division. Additional reassigned time above the six (6) Load hours required of the Faculty Chair may be shared in accordance with Article 7.2.4.

Departments/Divisions are awarded additional reassigned time based on the annual Load and Load-Equivalents shown in the table below. The Department/Division Charter shall specify the dispensation of the additional reassigned time in exchange for the completion of Department/Division supervisory duties.

All allocated reassigned time listed below must be taken as reassigned time and cannot be converted to a stipend.

<b>Annual Load and Load-Equivalents</b>	<b>Required Faculty Chair Annual Reassigned Time Load Hours</b>	<b>Required Additional Annual Department/Division Reassigned Time Load or Load-Equivalent Hours</b>
0-399	6	0
400-499	6	3
500-599	6	6
600-699	6	9
700-799	6	12
800-899	6	15
900-999	6	18
1000-1099	6	21
1100-1199	6	24
1200-1299	6	27
1300-1399	6	30
1400-1499	6	33
1500-1599	6	36
1600-1699	6	39
1700-1799	6	42
1800-1899	6	45
1900-1999	6	48
2000-2099	6	51

<b>Annual Load and Load-Equivalents</b>	<b>Required Faculty Chair Annual Reassigned Time Load Hours</b>	<b>Required Additional Annual Department/Division Reassigned Time Load or Load-Equivalent Hours</b>
2100-2199	6	54
2200+	6	57

In addition to the required additional reassigned time Load hours listed above, Departments/Divisions led by a Faculty Chair-34 shall receive an additional thirteen (13) Load hours of reassigned time to be distributed among the Department/Division supervisory roles.

#### **7.4.4 Compensation for Other Department/Division Supervisory Duties**

Full-Time Faculty can simultaneously serve as a Faculty Chair and also perform other supervisory duties for additional compensation. Faculty members performing any supervisory duties in addition to their duties as Faculty Chair can be compensated with stipend and/or reassigned time based on the expected amount of work for the duty as specified in the Department/Division Charter. If the work is compensated with a stipend, the stipend will be based on the Other Supervisory Hourly Rate (Article 1).

Stipends may be exchanged for reassigned time at the current Level 1 Non-Core Overload Rate per Load/Load-Equivalent hour of reassigned time.

#### **7.4.5 Program Variability**

Depending on the need for flexibility and the amount of funds available, a College may set aside up to \$160,000 of its supervision budget for program variability. Program variability funding is to address supervision needs not directly related to Load and Load-Equivalents. If the work is compensated with a stipend, the stipend will be based on the Other Supervisor Hourly Rate. If the work during the academic year is compensated with reassigned time, each 32 hours worked will equate to one (1) Load or Load-Equivalent. Decisions related to the distribution of program variability funds will follow the process outlined in the College Plan. In addition to program variability, Colleges may, at the discretion of the College President or designee, provide supplemental reassigned time or stipend funded outside of the supervision budget to address accreditation requirements.

## **7.4.6 Distribution of Funds to Departments/Divisions**

After program variability (Article 7.4.5) funds are set aside, budgeted funds are distributed to Departments/Divisions as follows:

1. The College shall set aside the total amount needed to fund an allocation to each Department/Division for the Faculty Chair academic year and summer stipends and six (6) Load hours of reassigned time. This includes the additional thirteen (13) Load hours of reassigned time for a Department/Division with a Faculty Chair-34 to be distributed among the Department/Division supervisory roles.
2. The College shall also set aside the total amount needed for each Department/Division in order to fund the Additional Department/Division Annual Reassigned Time Load or Load-Equivalent Hours required by Article 7.4.3.
3. The remaining balance of funds will be converted to Other Supervision Hours by dividing the remaining balance by the Other Supervisor Hourly Rate. The Other Supervision Hours will be distributed proportionally to the Departments/Divisions based on annual Load/Load-Equivalents.

## **7.4.7 Distribution of Funds within a Department/Division**

1. The Faculty Chair receives the six (6) required Load or Load-Equivalent hours of reassigned time and any academic year and summer stipends described in Article 7.4.2.
2. The Faculty Chair, in consultation with the Residential Faculty of the Department/Division and the VPAA or designee, determines how to allocate:
  1. the additional mandatory reassigned time;
  2. any allocation from program variability to be used as appropriate at the College level;
  3. the Other Supervision Hours; and
  4. any supplementary funding outside of the College supervision budget to support outside accreditation requirements.

## **7.5 Faculty Chair Workload and Earnings Limit**

A Faculty Chair-40 and Faculty Chair-34 may earn supplemental income through overload work in their Core Functional Area and stipends subject to the following constraints. Faculty Chairs are Residential Faculty and, as such, are held to the standards of quality described in Article 8.1.5.

## **7.5.1 Academic Year Overload Work in the Core Functional Area**

Faculty Chair-40 may accept overload work in their Core Functional Area of up to six (6) Load or Load-Equivalent hours per semester. Faculty Chair-34 may accept overload work in their Core Functional Area of up to ten (10) Load or Load-Equivalent hours per semester. Overload work is in addition to the Chair's base requirement of 40 (for a Chair-40) or 34 (for a Chair-34) hours of work per week in supervisory duties and other work in the Core Functional Area.

Exceptions to the overload limits above may be approved by the College President, in consultation with the Provost and CHRO or their designees.

### **7.5.1.1 Winter Intersession and Spring Break Overload Work in the Core Functional Area**

Faculty Chairs will abide by the Residential Faculty rules for Overload Work during Winter Intersession and Spring Break, specified in Article 8.1.5.1.1.

## **7.5.2 Summer Work in the Core Functional Area**

Faculty Chairs will abide by the Residential Faculty rules for Summer Work in the Core Functional Area, specific in Article 8.1.5.2.

## **7.5.3 Academic Year Earnings Limit**

Faculty Chair-40 and Faculty Chair-34 earnings from stipends and overload work during the academic year may not exceed 40% of the highest base pay rate listed on the Residential Faculty Salary Schedule (see Article 10.5) rounded to the nearest dollar. Academic year earnings limitations shall include any and all compensation earned from the Maricopa Community Colleges during the academic year.

## **7.5.4 Summer Earnings Limit**

Faculty Chairs will abide by the Residential Faculty rules for Summer earnings limits, specified in Article 8.1.5.4. Summer earnings limitations shall include any and all compensation earned from the Maricopa Community Colleges during the Summer.

## **7.6 Administrative Support for Departments/Divisions**

The number of full-time equivalent administrative support professionals for a Department/Division is based on the academic year Load and Load-Equivalents.

<b>Academic Year Load and Load-Equivalents</b>	<b>Administrative Support Positions</b>
120-480	1.0
481-1,020	1.0 - 1.5
1,021 and above	2.0

The figures listed in the table may be supplemented by the College President. Modifications of administrative support may be made by the College administration in consultation with the Department/Division involved. The number of full-time equivalent administrative support professionals for a Department/Division is based on the 3-year average annual Load/Load-Equivalents at the College inclusive of summer as shown in the Faculty Supervisory Pay Budget Report. The number of support positions for the Department/Division shall update every July 1st.

**7.7 Faculty Chair Term Limits**

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

**7.8 Department/Division Faculty Supervisor Evaluation**

Each Faculty 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 by the College Plan. The evaluation shall include a review of the current year as well as plans for the following year.

Other faculty members performing compensated supervisory duties within the Department/Division will be evaluated as prescribed by the College Plan.

**7.9 Removal of a Faculty Chair**

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

**7.9.1 Administrative Removal**

If a situation arises where there appears to be a need for the removal of a Faculty Chair based upon a failure to fulfill the required duties, the Peer Review Investigation process will be followed as outlined in Article 22.1. Examples where the Peer Review Investigation process may be used by the VPAA to remove a Faculty Chair include, but are not limited to, the following reasons:

- Failing to effectively fulfill the duties listed in Article 7.2.4,



- Committing a violation of Administrative Regulations and/or Governing Board Policies, or
- Failing to honor the Faculty Professional Code of Ethics (Article 5.1)

Once the Peer Review Investigation process has been completed, if it is determined that the Faculty Chair will be removed from the assignment, Article 7.9.3 will be followed to select an Acting Faculty Chair.

## **7.9.2 Recall of a Faculty Chair by Residential Faculty Vote**

A Faculty Chair may also be recalled from the assignment by a recall vote of the Residential Faculty within the Department/Division. A request for a recall vote for a specific Faculty Chair may be held up to once per semester. 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 five (5) accountability days, the VPAA will notify all Residential Faculty in the Department/Division, simultaneously with the Faculty Chair, of the request for a recall vote. The vote will be held within ten (10) accountability days of the notification in consultation with the Faculty Senate President and following the voting process outlined in the College Plan.
3. Results. At least sixty percent (60%) of Residential Faculty who are eligible to vote, or a simple majority where there are four or fewer Residential Faculty in the Department/Division, must vote in favor of the recall for the Faculty Chair to be removed.

## **7.9.3 Selection of Acting Faculty Chair**

The Residential Faculty within the Department/Division will recommend an Acting Faculty Chair to the VPAA. The VPAA shall appoint an Acting Faculty Chair who will serve up until a selection process for a new Faculty Chair can be completed. The selection process for a new Faculty Chair will commence no later than the first week of accountability after the removal of the Faculty Chair and follow the process outlined in the College Plan. If a Residential Faculty is removed from the Faculty Chair assignment, the individual will be ineligible for consideration in the election process for a new Faculty Chair for at least one full Faculty Chair term. The length of this ineligibility will be based upon the nature of the circumstances justifying the removal. The VPAA will be responsible for determining and communicating the length of the ineligibility period.

# **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 Full-Time Faculty Load During Academic Year**

A full-time Load for a Full-Time Faculty member will be thirty (30) Load or Load-Equivalent hours per academic year. Satisfying Full-Time Faculty minimum core functional duties takes priority over work assignments for Adjunct Faculty. Instructional Load will normally be split between two (2) consecutive semesters. Exceptions to this norm will be permitted by mutual agreement between the Full-Time Faculty member and the appropriate Vice President.

### **8.1.1 Large Classes**

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

<b>Type</b>	<b>Students Enrolled</b>	<b>Load</b>
Regular Lecture Class	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 FFTE-generation basis. For example, if the class is a 15-week, 3-credit class that also contains students registered for 10 weeks/2 credits, the 2-credit students shall count as 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\* times each day of the field trip conducted during a paid school holiday or employee paid vacation period. Pay will be at the Level 1 Non-Core Overload Rate listed in Article 10.2.2

\*Maximum of one (1) Load for any field trip.

### **8.1.3.2 Outside Faculty Member Dates of Accountability**

Load equals one (1) Load for the first five (5) days and 0.17 Load per day of field trip in excess of five (5) days, paid at the Level 1 Non-Core Overload Rate listed in 10.2.2.

## **8.1.4 Overload, Underload, and Experimental Loading**

When a Full-Time Faculty member agrees to an overload, their compensation will be based on Load or Load-Equivalent hours in excess of fifteen (15) per semester or thirty (30) per academic year as specified in Article 10.2.2.

If the total Load or Load-Equivalent hours for a Full-Time Faculty member falls below thirty (30) for the academic year, their 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 CHRO or designee. Members involved in experimental programs retain full rights under the Residential Faculty Agreement.

## **8.1.5 Full-Time Faculty Workload and Earnings Limits**

It is the intent of this policy to assure maximum instructional and service capabilities and to assist faculty in their professional endeavors while maintaining reasonable workload limits for employees. Therefore, earnings limitations shall include any and all

compensation earned from the Maricopa Community Colleges. Full-Time Faculty may earn supplemental income through stipends and overload work in their Core Functional Area subject to the constraints outlined below.

For Faculty Chairs, overload assignments beyond the regular base contract are described in Article 7.5.

Professional judgment by the Full-Time Faculty, Faculty Chair, and VPAA or designee should be exercised to ensure that the total weekly workload hours is appropriate to provide instructional and service excellence to students and if it is reasonable to complete the requested work in the time indicated.

Exceptions to the overload limits below may be approved by the College President, in consultation with the Provost and CHRO or their designees.

### **8.1.5.1 Academic Year Overload Work in the Core Functional Area**

With the exception of Faculty Chair-40, Residential Faculty may carry overload in their Core Functional Area up to a total of ten (10) hours between Load hours and Load-Equivalent hours per semester. Overload work is in addition to the thirty (30) hours of required work in the Core Functional Area.

#### **8.1.5.1.1 Winter Intersession and Spring Break Overload Work in the Core Functional Area**

Full-Time Instructional Faculty may teach up to six (6) Load hours during Winter Intersession, which are the weeks between the end of Fall accountability and the beginning of Spring accountability.

Full-Time Instructional Faculty may teach up to two (2) Load hours during Spring Break.

Full-Time Service Faculty may work up to fifty (50) clock hours per week for overload pay in their Core Functional Area during Winter Intersession, which are the weeks between the end of Fall accountability and the beginning of Spring accountability.

Full-Time Service Faculty may work up to fifty (50) clock hours per week for overload pay in their Core Functional Area during Spring Break.

### **8.1.5.2 Summer Work in the Core Functional Area**

Full-Time Faculty may teach up to twenty (20) Load hours during the summer at the instructional overload pay rate. Full-Time Service Faculty may work up to fifty (50) clock hours per week at the overload pay rate in their Core Functional Area.

Full-Time Service Faculty who teach may be compensated for a maximum of fifty (50) clock hours per week in teaching and Core Functional Area work with each instructional Load hour taught during the summer equating to two (2) clock hours of work per week.

### **8.1.5.3 Academic Year Earnings Limit**

Full-Time Faculty earnings from stipends and overload work during the academic year, which includes Winter Intersession and Spring Break, may not exceed 30% of the highest base pay rate listed on the Residential Faculty Salary Schedule (see Article 10.5) rounded to the nearest dollar. Academic year earnings limitations shall include any and all compensation earned from the Maricopa Community Colleges during the academic year.

### **8.1.5.4 Summer Earnings Limit**

Full-Time Faculty earnings from stipends and work in their Core Functional Area during the summer may not exceed 23% of the highest base pay rate listed on the Residential Faculty Salary Schedule (see Article 10.5) rounded to the nearest dollar. Summer earnings limitations shall include any and all compensation earned from the Maricopa Community Colleges during the Summer.

If approved by the College President, in consultation with the Provost and CHRO or their designees, the summer earnings limit may be adjusted for Residential Faculty working on a prorated extended contract (Article 5.12.1).

# **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 Full-Time Faculty at their location of assignment. A designated workspace/co-working space will be provided for Adjunct Faculty at each location of assignment.

The FEC 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 evaluation of the faculty member.

# **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, MCCCCD 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**

Faculty contribute to student success through excellence in instruction, ongoing professional development, and organizational service/engagement.

### **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 Residential Faculty Overload Pay**

The Governing Board may approve a compensation increase during its normal budget cycle. These numbers are subject to change based on the actions of the Governing Board. The Level 1 Non-Core Overload Rate is \$1,098 per Load hour for 2024–2025. The Level 2 Probationary Faculty Overload Rate is 5% more than the Level 1 Non-Core Overload Rate. The Level 3 Appointive Faculty Overload Rate is 10% more than the Level 1 Non-

Core Overload Rate. The hourly rates are 1/32 of the Load hour rates out to six decimal places.

Below are the rates for 2024–2025 as approved by the Governing Board on May 28, 2024.

<b>Faculty Status</b>	<b>Rate per Load Hour (for instruction)</b>	<b>Rate per Clock Hour (for Service Faculty work in Core Functional Area)</b>	<b>Rate per Clock Hour (for work outside of Core Functional Area)</b>
Level 1 Non-Core Overload	\$1,098.00	\$34.312500	\$34.31
Level 2 Probationary Overload	\$1,152.90	\$36.028125	\$34.31
Level 3 Appointive Overload	\$1,207.80	\$37.743750	\$34.31

Adjunct Faculty and OYO/OSO Faculty advance through the pay tiers by following the process outlined in Article 19. OYO/OSO Faculty are paid at the highest tier earned. Residential Faculty progress through the pay levels by following the process for attaining Appointive Status as outlined in Article 17.

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

## **10.3 Compensation and Hiring Practices**

### **10.3.1 Faculty Hiring Qualifications**

For academic disciplines, a graduate degree is required. A faculty may qualify with any of the following:

- Master’s degree or higher in the teaching field OR
- Master’s degree or higher in any field with 18 graduate credit hours in the teaching field



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 higher OR
- A Master's degree or higher in the teaching field OR
- A Master's degree or higher in any field with 18 graduate credits in the teaching field OR
- A Master's degree or higher in any field with a combination of 24 upper division (Junior and Senior level courses in obtaining a Bachelor's degree) and/or graduate credits in the teaching field 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**

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

#### **10.3.2.1 Initial Experience Pay**

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

Full-Time Faculty who qualify for a discipline with a Master's degree or higher will receive salary placement credit for all relevant teaching/work experience as described below. Full-Time Faculty without a Master's degree or higher will 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 relevant documented full or part-time employment equals one (1) year of occupational experience. All fractional parts will be added together, and then the resulting total amount of experience will be 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. The maximum initial placement step is Step 10.

Between FY22 and FY26, a new salary system will be phased in for Full-Time 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.

<b>Years</b>	<b>FY23 Step</b>	<b>FY23 Base</b>	<b>FY24 Step</b>	<b>FY24 Base</b>	<b>FY25 Step</b>	<b>FY25 Base</b>	<b>FY26 Step</b>	<b>FY26 Base</b> (4.12% inc)
0	1	\$49,705	1	\$49,725	1	\$51,774	1	\$53,907
1	1	\$49,705	1	\$49,725	1	\$51,774	1	\$53,907
2	1	\$49,705	1	\$49,725	1	\$51,774	1	\$53,907
3	1	\$49,705	1	\$49,725	1	\$51,774	1	\$53,907
4	2	\$53,171	2	\$53,191	2	\$55,382	2	\$57,664
5	3	\$56,637	3	\$56,657	3	\$58,991	3	\$61,421
6	4	\$60,102	4	\$60,123	4	\$62,599	3	\$61,421
7	5	\$63,568	5	\$63,588	4	\$62,599	4	\$65,178
8	5	\$63,568	5	\$63,588	5	\$66,208	4	\$65,178
9	6	\$67,034	6	\$67,054	5	\$66,208	5	\$68,936
10	6	\$67,034	6	\$67,054	6	\$69,816	5	\$68,936
11	7	\$70,500	7	\$70,520	6	\$69,816	6	\$72,692
12	7	\$70,500	7	\$70,520	7	\$73,425	6	\$72,692
13	8	\$73,965	8	\$73,985	7	\$73,425	7	\$76,450
14	8	\$73,965	8	\$73,985	8	\$77,033	7	\$76,450
15	9	\$77,431	9	\$77,451	8	\$77,033	8	\$80,207
16	9	\$77,431	9	\$77,451	9	\$80,642	8	\$80,207

Years	FY23 Step	FY23 Base	FY24 Step	FY24 Base	FY25 Step	FY25 Base	FY26 Step	FY26 Base (4.12% inc)
17	10	\$80,897	10	\$80,917	9	\$80,642	9	\$83,964
18					10	\$84,250	9	\$83,964
19							10	\$87,721

### 10.3.2.2 Additional Years of Experience

The CHRO or designee in consultation with the Provost or designee 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 three (3) persons or their designees:

- the FEC President;
- the Faculty Senate President at the affected College; and
- the College President at the affected College.

The Provost or designee 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.

### 10.3.2.3 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 FY25, initial Professional Growth pay placement will be determined in accordance with the following formulas. For Full-Time Faculty without doctorates in academic or occupational disciplines who qualify based on a graduate degree

$$P = 171.35(g - 36)$$

and for Full-Time Faculty in occupational disciplines who qualify based on criteria other than a graduate degree

$$P = 171.35g$$

where  $g$  is the number of earned graduate credits. For Full-Time Faculty with doctorates, initial Professional Growth pay placement is equivalent to ninety (90) times the credit value. During the transition to the new salary system, the credit value will increase as shown: FY25 (\$171.35) and FY26 (\$171.35). These rates are subject to change during implementation.

### **10.3.3 Initial Salary Placement Review Board**

The purpose of the review process is to solely determine and resolve any errors that were made in the initial salary placement of a Full-Time Faculty member.

A Residential Faculty member may within the first twelve (12) months of employment as a Residential Faculty member, appeal their vertical and/or horizontal placement to the FEC President; after this time period, no requests will be considered. If the appeal occurs within the first twelve (12) months of their employment, the FEC President will convene a review board to review the Residential Faculty member's initial salary placement as prescribed by the District Human Resources Division Guidelines.

An OYO or OSO Faculty member may, within the term of their initial employment as an OYO or OSO Faculty member, appeal their vertical and/or horizontal placement to the FEC President; after this time period, no requests will be considered. If the appeal occurs within the initial term of their employment, the FEC President will convene a review board to review the OYO or OSO Faculty member's initial salary placement as prescribed by the District Human Resources Division Guidelines.

The review board will consist of four (4) Residential Faculty members:

- FEC President or designee serving as Chair;
- One (1) member from the Residential Faculty Professional Growth Committee appointed by the Chair;
- One (1) member from the appropriate Instructional Council appointed by the Chair; and

- The respective Faculty Senate President or designee.

The review board will

- review the case documents submitted by the concerned faculty member;
- meet with the CHRO or designee to discuss the case; and
- make written recommendations to the CHRO or designee.

The CHRO or designee, upon receiving the written recommendation, will communicate, in writing, their decision within fifteen (15) business days.

### **10.3.4 Professional Growth Pay Progression After Initial Placement**

Residential Faculty can increase their salaries by earning additional graduate credits and approved professional growth credits consistent with Residential 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 Residential Faculty without a doctorate degree is eighty-five (85) credits. The maximum number of credits for Professional Growth Pay advancement for Residential Faculty with a doctorate will increase to 96 credits in FY25 and then to 99 credits in FY26.

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 VPAA, the College President may withhold the recommendation for vertical advancement or salary increases for any of the following reasons, following the process outlined in Article 21.3:

- Failure to follow the best practices of teaching and learning.
- Failure to document sustained engagement through the IDP (Article 17) or FEP (Article 18) process.
- Giving insufficient time and effort to duties assigned or failure to perform a

reasonable amount of extracurricular activities.

- Lack of adherence to the adopted policies of the MCCCCD. 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 CHRO or designee. Within fifteen (15) business 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, they 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 Residential 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 days for which the member is employed.

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

Residential Faculty members may be employed by MCCCCD 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 working.
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.
6. To fulfill the terms of an external, non-MCCCD grant opportunity that requires a Full-Time Faculty member.
7. To utilize supplemental federal or state funding opportunities (e.g. Prop 301). The supplemental funding may be used to hire OYO or OSO Faculty up to a maximum of six (6) semesters.
8. A limited number of additional OYO or OSO Faculty may be hired with the authorization of the College President or designee in consultation with the Faculty Senate President or designee. If the Faculty Senate President is unavailable for consultation, the College President will notify the Faculty Senate President of the decision and rationale. The limited additional OYO and OSO Faculty at the College resulting from this situation 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 and OSO Faculty positions, standard rounding rules will apply. After six (6) consecutive semesters for the same assignment at the same College have been completed, if the position is to be continued as a full-time position then the College will post and fill a Residential Faculty position. If the College decides not to 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 CHRO.

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 Full-Time or Adjunct Faculty may be employed as substitutes when deemed necessary by the Faculty Chair or designee. (See Article 10.4.7.)

### **10.3.13 Hiring Practices—Employment Requirements**

Prior to assuming their duties, all Full-Time 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 Article 10.4 that a Full-Time Faculty member could perform in addition to the thirty (30) hours of required work in their Core Functional Area. 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. Any and all compensation earned from the Maricopa Community Colleges will count against the earnings limits of faculty members for the term in which the work is completed.

OYO and OSO Faculty will be paid at the highest Overload Rate for which they qualified upon being rehired as OYO, OSO, or Adjunct Faculty. If hired as Probationary Residential Faculty, they will be placed at the Level 2 Probationary Overload rate.

### **10.4.2 Payment for Residential 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 10.4.3. Residential Faculty not on prorated extended contracts will be paid at the appropriate Overload Rate as specified in Article 10.2.2.

### **10.4.3 Prorated Extended Contract Rate**

The weekly pay rate for additional weeks beyond the 196-day (39-full-week) academic year specified in Article 5.12.1, shall be equal to the Residential Faculty member’s base salary (as specified by the salary schedule in this section) divided by 39 weeks.



#### **10.4.4 Pay for Select Activities Outside of the Core Functional Area or Outside of Accountability**

A Full-Time Faculty member not on a prorated extended contract shall be paid at a clock hour rate equal to the Level 1 Non-Core Overload Rate for assigned non-supervisory work outside of the Core Functional Area or outside of hours of accountability.

Representative activities include:

- Community services (non-credit)
- Faculty serving as academic advisors
- Educational development
- Professional growth projects
- Committees outside of accountability

Activities within the Core Functional Area which are not Instructional or Service Faculty overload are covered by the Residential Faculty member's base salary and do not receive separate compensation. Residential Faculty members on prorated extended contracts will be paid as specified in Article 10.4.3.

#### **10.4.5 Honorarium Payments**

Residential Faculty who contribute to the organization by participating as presenters or speakers at internal MCCCDC events do not receive separate compensation for these contributions.

#### **10.4.6 Loading Formulas for Courses**

The Load assigned to courses is determined during the curriculum development process in accordance with the loading formula published in the Curriculum Handbook. Approved courses are listed in the course bank.

#### **10.4.7 Substitute Pay**

All 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 Level 1 Non-Core Overload Rate divided by 48 for each 25-minutes or major portion thereof.

#### **10.4.8 Pay for Supervision of Dual Enrollment**

Compensation for supervision of dual enrollment is the Level 1 Non-Core Overload Rate divided by 6 per Dual Enrollment Instructor per year.

## 10.4.9 Pay for Evaluation of Dual Enrollment Instructors

Dual Enrollment Instructors should be evaluated once per Academic Year. A Full-Time or Adjunct Faculty member assigned to evaluate a Dual Enrollment Instructor will be paid per evaluation at the Level 1 Non-Core Overload Rate divided by 8.

### 10.4.10 Other Instructional Activities

All Faculty members fulfilling other instructional activities shall be compensated as outlined below:

Activity	Compensation	Additional Detail
Band Director	3.25 times Level 1 Non-Core Overload Rate	Stipend may be exchanged for 3 Load hours of reassigned time. Additional 30-hour weeks outside of accountability pay 1.25 times Level 1 Non-Core Overload Rate per week
Speech Activities Director	3.25 times Level 1 Non-Core Overload Rate	
Choir Director	2.75 times Level 1 Non-Core Overload Rate	Stipend may be exchanged for 3 Load hours of reassigned time.
Director (Theater, Musical Theater, Opera, Dance Concert)	2.75 times Level 1 Non-Core Overload Rate	Per major production not to exceed four (4) per academic year
Intramural Director	2.75 times Level 1 Non-Core Overload Rate	

Activity	Compensation	Additional Detail
Assistant Director (Band, Speech)	2.75 times Level 1 Non-Core Overload Rate	Additional 30-hour weeks outside of accountability pay Level 1 Non-Core Overload Rate per week
Student Government Advisor	2.75 times Level 1 Non-Core Overload Rate	

## 10.5 Full-Time Faculty Salary Schedule

Full-Time Faculty base pay includes two components: Experience Pay and Professional Growth Pay. For FY25 each additional step beyond Step 1 is valued at \$3,608.49 and each professional growth credit is valued at \$171.35. Faculty with doctorates are credited with 90 professional growth credits. Base pay salary components are rounded to the nearest dollar.

2023–2024 Experience Pay (EP) + Professional Growth Pay									
Step	EP	EP+15	EP+30	EP+45	EP+60	EP+75	EP+85	EP+90	EP+96
1	\$51,774	\$54,344	\$56,915	\$59,485	\$62,055	\$64,625	\$66,339	\$67,196	\$68,224
2	\$55,382	\$57,953	\$60,523	\$63,093	\$65,663	\$68,234	\$69,947	\$70,804	\$71,832
3	\$58,991	\$61,561	\$64,131	\$66,702	\$69,272	\$71,842	\$73,556	\$74,412	\$75,441
4	\$62,599	\$65,170	\$67,740	\$70,310	\$72,880	\$75,451	\$77,164	\$78,021	\$79,049
5	\$66,208	\$68,778	\$71,348	\$73,919	\$76,489	\$79,059	\$80,773	\$81,629	\$82,658
6	\$69,816	\$72,387	\$74,957	\$77,527	\$80,097	\$82,668	\$84,381	\$85,238	\$86,266
7	\$73,425	\$75,995	\$78,565	\$81,136	\$83,706	\$86,276	\$87,990	\$88,846	\$89,875
8	\$77,033	\$79,604	\$82,174	\$84,744	\$87,314	\$89,885	\$91,598	\$92,455	\$93,483
9	\$80,642	\$83,212	\$85,782	\$88,353	\$90,923	\$93,493	\$95,207	\$96,063	\$97,092

<b>2023–2024 Experience Pay (EP) + Professional Growth Pay</b>									
<b>Step</b>	<b>EP</b>	<b>EP+15</b>	<b>EP+30</b>	<b>EP+45</b>	<b>EP+60</b>	<b>EP+75</b>	<b>EP+85</b>	<b>EP+90</b>	<b>EP+96</b>
<b>10</b>	\$84,250	\$86,821	\$89,391	\$91,961	\$94,531	\$97,102	\$98,815	\$99,672	\$100,700
<b>11</b>	\$87,859	\$90,429	\$92,999	\$95,570	\$98,140	\$100,710	\$102,424	\$103,280	\$104,309
<b>12</b>	\$91,467	\$94,038	\$96,608	\$99,178	\$101,748	\$104,319	\$106,032	\$106,889	\$107,917
<b>13</b>	\$95,076	\$97,646	\$100,216	\$102,787	\$105,357	\$107,927	\$109,641	\$110,497	\$111,525
<b>14</b>	\$98,684	\$101,255	\$103,825	\$106,395	\$108,965	\$111,536	\$113,249	\$114,106	\$115,134
<b>15</b>	\$102,293	\$104,863	\$107,433	\$110,004	\$112,574	\$115,144	\$116,858	\$117,714	\$118,742

## **10.6 Process for Recommendations Regarding Compensation and Benefits Items**

Through Governing Board Policy 2.7 Staff Compensation and Benefits, the Governing Board directs the Chancellor to “implement an employee classification and compensation strategy and benefit plan that align with the District’s compensation philosophy” and to “attract, retain, and promote a high-quality diverse workforce through competitive and progressive pay structures and benefit practices that are externally competitive at the market median, internally equitable, and that are fiscally responsible.”

Residential Faculty have a voice in shaping the Strategic Compensation Plan through participation in the Compensation Advisory Committee. Residential Faculty have a voice in shaping the benefits program through participation in the Employee Benefits Advisory Committee. These committees may bring forward recommendations to RFACT 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 Residential Faculty Agreement, as appropriate.

## **10.7 Effective Date for Pay Rates**

All Faculty pay rates will remain unchanged until the first day of accountability of the Fall semester; at that point, the new rates will apply. Pay rates for additional duties identified in this document and for part-time jobs are published on a shared site.

# **ARTICLE 11 BENEFITS**

## **11.1 Dues for Faculty Association**

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

## **11.2 Employee Benefits Advisory Council (EBAC)**

The FEC President will select two (2) representatives to serve on the District-wide Employee Benefits Advisory Council.

## **11.3 Employee Benefits Program**

Please refer to the following website for general information on the Employee Benefits Program: [Benefits](http://sites.google.com/domail.maricopa.edu/benefits/home) (Site: <http://sites.google.com/domail.maricopa.edu/benefits/home>).

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. Please refer to the [Benefits Rate Charts](https://www.maricopa.edu/about/careers/benefits/rate-charts) (Site: <https://www.maricopa.edu/about/careers/benefits/rate-charts>) website for details.

## **11.4 Insurance**

The Full-Time 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 Full-Time Faculty member with long-term disability insurance equal to 66-2/3% of the Full-Time Faculty member's base contract salary, up to a maximum monthly benefit of \$4,000. 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 Full-Time Faculty. The Full-Time 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:

<b>Years of Service</b>	<b>Premium Payment (Including FMLA)</b>
Zero (0) to Five (5)	Six (6) months
Six (6) to Ten (10)	Twelve (12) months
Over Ten (10)	Eighteen (18) months

## 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 their 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 their 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.

<b>Years of Service at Death or Retirement</b>	<b>Maximum Number of Unused Accumulated Sick Days Allowed</b>
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**

Full-Time 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**

All leave calculations shall treat a day as six (6) hours for Full-Time Faculty, including Faculty Chairs. 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**

Full-Time Faculty members on a nine (9) month contract are granted ten (10) days of sick leave per year. Other Full-Time 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, as allowed by law. Such sick leave shall be credited to said faculty members as earned. Each Full-Time 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:

- Illness or injury of the employee.
- Illness or injury of an employee's family member that requires the employee's attendance and personal care.
- Medical appointments of the employee or the employee's family that require the employee's attendance and personal care.
- Absence due to domestic violence, sexual violence, abuse, or stalking are allowed under this policy in compliance with A.R.S. § 23-373.
- Other circumstances as identified in A.R.S. § 23-373.

All provisions of sick leave apply when a faculty 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 CHRO 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, and 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 family member 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 family member 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.

## **12.1.3 Family Member**

An employee's family member is defined as:

- Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;
- A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;
- A person to whom the employee is legally married to under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
- A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or

- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

## **12.2 Personal Leave**

Full-Time Faculty accrue Personal Leave of five (5) days per calendar year. 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 Faculty 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 MCCCCD 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 CHRO 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 who is granted a leave under this section will return to the position that they 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 CHRO or designee may grant exceptions for extenuating circumstances for individuals adversely affected by these provisions.

## **12.6 Medical Leave for Job-Related Disability**

Any Residential 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 a faculty member 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 Faculty Chair and College President/Vice Chancellor with concurrence of the CHRO or designee. Accumulation of accrued time will continue while the faculty member remains in a paid status. Accumulation of accrued time will cease when the faculty member goes into an unpaid status but previously accrued benefits will be held for the faculty member. A faculty member who is granted an approved leave under this section will return to the position which they left. Failure to return from an approved Leave of Absence for Personal Reasons will result in automatic termination.

If known in advance, a faculty member may request a Leave of Absence for Personal Reasons longer than one semester with approval from the Faculty Chair and College President/Vice Chancellor with concurrence from the CHRO or designee. A Leave of Absence for Personal Reasons will have a cap of two semesters. The Faculty Chair, College President/Vice Chancellor, and the CHRO 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 Residential 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 Residential Faculty Professional Growth (FPG) Committee. The Subcommittee shall consist of the Residential Faculty Professional Growth Committee Chair, one (1) Residential Faculty representative from each of the Colleges, and two (2) VPAAAs 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**

Applications must be submitted to the appropriate VPAA for forwarding to the Sabbatical Leave Subcommittee no later than October 1. 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 Residential Faculty Professional Growth Committee. The Residential Faculty Professional Growth Committee shall present its list of recommendations to the Provost prior to December 30. The FEC 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, Residential Faculty Professional Growth Committee, and FEC 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 their 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 other than from the MCCCCD, the sabbatical proposal must clearly state all financial arrangements. The Residential Faculty Professional Growth Committee may recommend:

- a sabbatical with regular pay;
- an adjustment in Sabbatical Leave salary;
- a leave without pay; or
- denial of the proposal.

Residential 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 Sabbatical 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 they left unless, by written mutual agreement, other arrangements were made prior to the sabbatical having been granted.

A Residential Faculty member on Sabbatical Leave will retain their 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**

Residential Faculty members shall be eligible for consideration for Sabbatical Leave after serving twelve (12) consecutive semesters as Residential Faculty members in the MCCCCD. 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 MCCCCD**

Members on Sabbatical Leave may not receive any additional remuneration from MCCCCD 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 during their sabbatical. 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 MCCCCD**

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 Residential Faculty Professional Growth Committee and the Provost. Residential Faculty 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 Residential 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 Residential Faculty Professional Growth Committee and the Provost. The CHRO or designee and the FEC President will also be notified. Contract benefits will be governed by the benefit and disability provisions of the Residential 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 Residential 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 Sabbatical Leave shall file, within sixty (60) days, a written report with the Residential 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 their sabbatical agreement and, apart from the agreement, produces copyrightable material during the term of the sabbatical, they shall maintain sole ownership of the material.

When a Residential Faculty member produces copyrightable or patentable material as a condition of their 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 Residential 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 Faculty members 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 Residential Faculty competency.

### **12.9.2 Administration of Professional Unpaid Leave Policy**

The Residential 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 Residential 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 Faculty Chair
- a letter from the College President or designee
- if work related, a letter stating duties and responsibilities

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

### **12.9.4 Recommendation Procedures**

The Residential Faculty Professional Growth Committee shall present its list of recommendations to the Chancellor, the Provost, and the FEC 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, Residential Faculty Professional Growth Committee, and FEC 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 Residential Faculty Professional Growth Committee. The committee will provide, without recommendation, its findings to the Chancellor, who will determine appropriate action. If the College does not have a Faculty Senate President, the College President will convene the Residential Faculty of the College 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, the College President, and the Residential 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 Residential 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 their Professional Unpaid Leave Program because of accident or illness, shall be allowed to modify the program and shall continue to receive contract benefits, provided they have furnished satisfactory notification and evidence of the situation to the Residential Faculty Professional Growth Committee. The Residential Faculty member's contract benefits will be governed by the benefit and disability provisions of the Residential 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. The Residential Faculty Professional Growth Committee 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 Full-Time Faculty as they engage in professional activities related to their work for the District. The policy does not allow for compensation to be provided for activities considered to be a part of a Full-Time 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 Residential Faculty Professional Growth Committee is to make such determinations.

These guidelines will be prepared and reviewed annually by the Residential Faculty Professional Growth Committee and the Policy Review Committee. The guidelines will be approved annually by FEC.

## **13.1 Professional Growth Advancement - General Information**

For a Residential 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 Residential 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 initial Professional Growth Pay placement may be appealed under 10.3.3 Initial Salary Placement Review Board.

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

The Residential 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, Faculty Chairs who are members of the Residential Faculty Professional Growth Committee will

abstain from decisions that affect the professional growth applications of Residential Faculty members in their respective Departments/Divisions; likewise, Residential Faculty members who are on the Residential Faculty Professional Growth Committee will abstain from decisions that affect the professional growth applications of their respective Faculty 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 Residential 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**

##### **13.2.1.5.1 Graduate Degree**

Not all graduate degrees advance the cause of the professional competency of the faculty 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.

##### **13.2.1.5.2 Undergraduate Degree**

Faculty members who are pursuing an 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 Nonacademic 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 Residential 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) clock 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**

Residential 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 Residential Faculty Professional Growth Committee a sum for travel and expenses to attend professional activities. The expenditures of such funds shall be administered by the Residential Faculty Professional

Growth Travel Subcommittee in compliance with Residential Faculty Professional Growth Committee policies.

### **13.5 Denial of Professional Growth**

Denial of Sabbatical Leave, Professional Unpaid Leave, or professional growth travel and/or fees by the Residential Faculty Professional Growth Committee, is not grievable under the Residential 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 Policy Review Committee.

### **13.6 Clerical Support**

Clerical support will be provided for the Residential 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 Residential 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 Residential 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 OYO and OSO Faculty**

The OYO and OSO Faculty professional growth budget is funded through Maricopa Center for Learning and Innovation (MCLI). OYO/OSO Faculty may apply for funding assistance on reimbursement basis to attend conferences, seminars, workshops, and professional meetings that are directly related to the OYO and OSO Faculty's work assignment. The OYO/OSO Faculty Professional Growth Program is administered by the MCLI.

OYO/OSO Faculty may receive up to \$750, within a fiscal year, in funding for approved professional growth activities, including travel, during their term of service.

Professional development activities that utilize FPG Funds cannot be applied towards advancement in the Salary Tier Structure.

## **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 All 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. Residential Library Faculty and Residential Counseling Faculty authorized positions are based on 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 RFACT 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 FFTE. The Library and Counseling Faculty ratios, as defined in Article 1, for the individual Colleges will be calculated each Fall semester based on FFTE. During the 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 RFACT will inform the implementation phase.

#### **14.1.3 Allocation of Residential Faculty Lines at the Colleges**

As a part of its normal deliberations, the College Faculty 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 Residential Faculty-Requested Transfers**

#### **15.1.1 Factors for Consideration**

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

- The preference of the Residential 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, Faculty Chairs of the appropriate Colleges, in addition to the Residential Faculty member requesting transfer.

The determination of transfer will be based upon, but not limited to, the following criteria:

- willingness of transferee/receiving College (division, department and administration);
- reciprocal need for transfer;
- academic qualifications of transferee; and
- 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 Residential Faculty will be authorized by the College President(s) who are involved, with the concurrence of the CHRO or designee. The Residential Faculty member(s) will be advised as far in advance as possible of any decision to implement an involuntary transfer.

Affected Residential Faculty members shall have the right to appeal, in writing, such reassignment. Such appeal must be delivered to the CHRO or designee within fifteen (15) business days of the original notice of reassignment. CHRO or designee will review the circumstances of the reassignment, determine whether to sustain the appeal or not, and notify the Residential Faculty member and provide a decision in writing within thirty (30) calendar days of receipt of the appeal. The Residential Faculty member will have the right to appeal the decision of the CHRO or designee to the Chancellor for a final decision. Such appeal must be in writing and delivered to the Chancellor within fifteen (15) business days of written notification of the Vice Chancellor's decision. The Chancellor will advise the affected Residential Faculty member and the affected College President(s) of their 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 (FSAs) (i.e. instructional disciplines and/or service areas). All areas of specialty overseen by an Instructional Council may be grouped into a single FSA or into multiple FSAs 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 Residential 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 14.

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 President, Faculty Chair with responsibility for the FSA, and all Residential Faculty within the FSA to review data and identify potential solutions where a reduction-in-force is 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 for the 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)
- FFTE
- 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, but are not limited to:

- 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 Residential Faculty member is qualified. The secondary FSA would become the primary FSA for the affected Residential Faculty member in the subsequent year
- Voluntary transfers of one or more Residential Faculty members in the affected FSA to vacant Residential Faculty positions at other Colleges pursuant to Article 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 Residential 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 CHRO, 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.

## **16.5 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 CHRO shall randomly select which Residential 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 CHRO no later than December 1.

## **16.6 Retaining and Retraining Faculty Identified for Layoff**

### **16.6.1 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 Faculty 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.

### **16.6.2 Transfer to Another College without Retraining**

Probationary Faculty whose most recent PARC recommendation was Renew and all Appointive Faculty may:

- Request a voluntary transfer to Residential Faculty positions at any other MCCCCD College in which the Residential 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 MCCCCD College in which the Residential Faculty member is qualified.

Within fifteen (15) accountability days of such a request, the Residential Faculty member will be interviewed by the College. If the Residential 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 College 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 Residential Faculty member is transferred, the gaining College shall contribute the equivalent of thirty (30) Load hours at the Level 1 Non-Core Overload rate to the cost of the new Residential 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.



## **16.7 Retraining**

Appointive Faculty identified for layoff, who are not transferred per 16.6.2. above, are eligible to be retrained as described hereafter.

The committee identified in 16.6.1., will seek to determine what additional coursework or other training will be required for the Appointive 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 twelve (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 CHRO 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 retraining 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 retraining leave shall be funded entirely by Faculty Professional Growth funding.

The benefits and obligations for retraining leave shall be the same as those for Sabbatical Leave.

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 to Article 16.6.2.

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 retraining 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 retraining leave.

## **16.8 Appeal Process**

### **16.8.1 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 Appeal Committee made up of the FEC President, the Director of the HR Solutions Center, and MCCCCD 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 (Article 16.3), that alternatives to a reduction-in-force were considered (Article 16.4), that the least senior Residential Faculty member was selected for layoff (Article 16.5), and that the Residential Faculty member was provided the option of transfer or retrain and transfer (Article 16.6). 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.

### **16.8.2 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 MCCCCD EEO/AA Manager, who shall submit a recommendation to the Vice Chancellor of Human Resources, who shall make a final decision.

### **16.8.3 Notification of the Outcome of an Appeal**

The CHRO or designee shall issue a Written Decision regarding the appeal to the affected Residential Faculty member, FEC President, and College President within five (5) business 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.

## **16.9 Effect of Layoff**

### **16.9.1 Employment**

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

### **16.9.2 Insurance Benefits**

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

### **16.9.3 Tuition Waiver**

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

### **16.9.4 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 MCCCDC within twenty-four (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 sixty (60) days of rehire date. Affected employees are urged to consult with District HR staff and ASRS about the consequences of withdrawing employee contributions.

### **16.9.5 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.

### **16.9.6 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 MCCCDC, 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 MCCCDC employment positions.

# **ARTICLE 17 PROBATIONARY FACULTY PEER ASSISTANCE AND REVIEW**

Probationary Faculty agree to adhere to, and engage in, the following Probationary Faculty evaluation policies and procedures.

## **17.1 Purpose**

The rigorous Peer Assistance and Review (PAR) process is intended to provide significant professional growth and development for the Probationary Faculty member in an environment of support and encouragement. As part of the PAR process, the Probationary Faculty member will complete and submit an Individual Development Plan (IDP) annually for a period of five (5) years. Through the IDP, the Probationary Faculty member will provide evidence of, and reflection on the three core pillars of:

- Expertise in Core Functional Area;
- Faculty Professional Service outside of their Core Functional Area; and
- Professional development.

The PAR process will not be used to address issues related to a Probationary Faculty member's employment outside the scope of the three pillars stated above. Any outside issues should be addressed through the processes outlined in Articles 20, 21, and/or 22.

## **17.2 Components of the IDP**

The IDP includes the following areas for evaluation: work activity in the Core Functional Area; Faculty Professional Service, and professional development. Evidence for each annual IDP shall include activities from the one-year period of the IDP.

The IDP will include the recommendation from the prior year's PARC, as well as the Renew with Development feedback and the Probationary Faculty members' Renew with Development reflection (described in Article 17.10.2.4) when applicable.

### **17.2.1 Work Activity in the Core Functional Area**

Probationary Faculty members will submit evaluations, observations, and Reflection to demonstrate excellence in their Core Functional Area. The number and frequency of these observations and evaluations are delineated by year in Article 17.3. If a faculty member has reassigned work outside of their Core Functional Area, they may, in consultation with the VPAA and PAR Facilitator, choose to include discussion of that work when addressing this pillar.

## **17.2.2 Faculty Professional Service**

Probationary Faculty members will submit evidence of, and Reflection on, their Faculty Professional Services for which they receive no additional compensation or reassigned time. Some examples of Faculty Professional Services activities are provided below.

- Committee/task force membership and description of contributions.
- Participation in special projects/initiatives such as special events or curriculum development/revision.
- 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 with a clear connection to the Department/Division, College, and/or District mission and vision.
- Facilitating workshops or serving on professional community planning groups/advisory boards.
- Participating in professional publication as an editor or reviewer.
- Service to a professional organization in the faculty member's discipline.
- Service as a student club advisor.

## **17.2.3 Professional Development**

Probationary Faculty members will submit evidence of, and Reflection on, their professional development activities and achievements. Some examples of professional development activities are provided below.

- College or graduate-level courses completed
- Workshops and conferences attended
- Books or articles published
- Presentations given

## **17.2.4 Reflection**

While there is no formula for the continuous practice of reflection, a suitable reflection should speak to the context, purpose, and audience at hand. The purpose of reflection in the IDP is for faculty to convey their growth in the three pillars of the PAR process. The IDP reflections should:

- Incorporate evidence (evaluations, observations, feedback, service contributions, professional development achievements, learning outcomes assessments, etc.) and explain how this shapes the faculty member's current and future actions within

these core pillars as a member of the professoriate; Reflections should address both successes and challenges.

- Build connections between each of the three core pillars and the faculty member's role within the greater Department/Division and College, along with one's role within the District as a whole as one advances in their probationary period and explain how this shapes the faculty member's current and future actions within these core pillars as a member of the professoriate.

A faculty member who has satisfactorily completed all the required components of their IDP may not receive a Renew with Development that is based solely on the grammatical and mechanical quality of their written reflection in Year 1.

The Colleges will support the practice and development of reflection. Some examples might include:

- Offering workshops on reflective writing
- Providing feedback on drafts of reflections
- Supplying faculty with examples of successful, effective reflections

## **17.3 Evaluation Criteria by Probationary Year**

The IDP is an opportunity for Probationary Faculty to showcase their excellence in their Core Functional Area, Faculty Professional Service, and professional development. As Probationary Faculty members progress through their probationary period, the goal of the evaluation process is to shift from evaluations in their Core Functional Area to assessing advancements in Faculty Professional Service and professional development.

The evaluation criteria are delineated below by probationary year and will be the minimum metric used by the Peer Assistance and Review Committee (PARC). While professional activity beyond the evaluation criteria may be encouraged, no additional criteria may be used by PARC to make their recommendations of Renew, Renew with Development, or Nonrenew to the College President.

All evaluations, regardless of modality, will be scheduled at least two business days in advance.

### **17.3.1 Evaluation Criteria for Year 1**

#### Core Functional Area

- Observation and evaluation of work in the Core Functional Area from the VPAA or designee once per semester.
- Observation and evaluation of work in the Core Functional Area from the Faculty Chair or designee once per semester.
- Observation and feedback of work in the Core Functional Area from Peer Mentor(s)

once per semester.

- Results from Student Evaluation Forms (or Participant Evaluation Forms for faculty who do not work directly with students) from the most recently completed semester.
- A Reflection on their growth in their Core Functional Area in light of all observations, evaluations, and feedback.

#### Faculty Professional Service

- The first year's focus is for Probationary Faculty members to be actively involved in the New Faculty Experience at the College. No additional service is required in Year 1.

#### Professional Development

- A list of the Probationary Faculty member's professional development activities.
- A Reflection on the impact of these activities on their growth in the profession.

### **17.3.2 Evaluation Criteria for Year 2**

#### Core Functional Area

- Observation and evaluation of work in the Core Functional Area from the VPAA or designee once per semester.
- Observation and evaluation of work in the Core Functional Area from the Faculty Chair or designee once per semester.
- Observation and feedback of work in the Core Functional Area from Peer Mentor(s) once per semester.
- Results from Student Evaluation Forms (or Participant Evaluation Forms for faculty who do not work directly with students) from the most recently completed Spring and Fall semesters.
- A Reflection on their growth in their Core Functional Area in light of all observations, evaluations, and feedback.

#### Faculty Professional Service

- A list of the Probationary Faculty member's service contributions.
- A Reflection on the impact of their Faculty Professional Service on their growth in the profession.

#### Professional Development

- A list of the Probationary Faculty member's professional development activities.
- A Reflection on the impact of these activities on their growth in the profession.

### **17.3.3 Evaluation Criteria for Year 3**

#### Core Functional Area

- Observation and evaluation of work in the Core Functional Area from the VPAA or designee once per year.
- Observation and evaluation of work in the Core Functional Area from the Faculty Chair or designee once per year.
- Observation and feedback of work in the Core Functional Area from Peer Mentor(s) once per year.
- Results from Student Evaluation Forms (or Participant Evaluation Forms for faculty who do not work directly with students) from the most recently completed Spring and Fall semesters.
- A Reflection on their growth in their Core Functional Area in light of all observations, evaluations, and feedback.

#### Faculty Professional Service

- A list of the Probationary Faculty member's service contributions.
- A Reflection on the impact of their Faculty Professional Service on their growth in the profession.

#### Professional Development

- A list of the Probationary Faculty member's professional development activities.
- A Reflection on the impact of these activities on their growth in the profession.

### **17.3.4 Evaluation Criteria for Year 4**

In Year 4, the Probationary Faculty member may be evaluated or observed in a pillar other than their Core Functional Area.

- Faculty Chair Evaluation of Core Functional Area (or, by mutual agreement of the Faculty Chair and the Probationary Faculty member, an evaluation of work from a different pillar) once per year.
- Peer Mentor Observation of Core Functional Area (or, by mutual agreement of the Peer Mentor(s) and the Probationary Faculty member, an observation of work from a different pillar) once per year.
- A Reflection on their growth in the identified pillar based upon observations, evaluations, and feedback.

#### Core Functional Area

- Evaluation of work in the Core Functional Area from the VPAA or designee once



per year.

- Results from Student Evaluation Forms (or Participant Evaluation Forms for faculty who do not work directly with students) from the most recently completed Spring and Fall semesters.
- A Reflection on their growth in their Core Functional Area in light of all observations, evaluations, and feedback.

#### Faculty Professional Service

- A list of the Probationary Faculty member's service contributions.
- A Reflection on the impact of their Faculty Professional Service on their growth in the profession.

#### Professional Development

- A list of the Probationary Faculty member's professional development activities.
- A Reflection on the impact of these activities on their growth in the profession.

### **17.3.5 Evaluation of Criteria for Year 5**

In Year 5, the Probationary Faculty member may be evaluated or observed in a pillar other than their Core Functional Area.

- Faculty Chair Evaluation of Core Functional Area (or, by mutual agreement of the Faculty Chair and the Probationary Faculty member, an evaluation of work from a different pillar) once per year.
- Peer Mentor Observation of Core Functional Area (or, by mutual agreement of the Peer Mentor(s) and the Probationary Faculty member, an observation of work from a different pillar) once per year.
- VPAA or designee evaluation of Core Functional Area (or, by mutual agreement of the VPAA and the Probationary Faculty member, an evaluation of work from a different pillar) once per year.
- A Reflection on their growth in the identified pillar based upon observations, evaluations, and feedback.

#### Core Functional Area

- Results from Student Evaluation Forms (or Participant Evaluation Forms for faculty who do not work directly with students) from the most recently completed Spring and Fall semesters.
- A Reflection on their growth in their Core Functional Area in light of all observations, evaluations, and feedback.

#### Faculty Professional Service

- A list of the Probationary Faculty member’s service contributions.
- A Reflection on the impact of their Faculty Professional Service on their growth in the profession.

#### Professional Development

- A list of the Probationary Faculty member’s professional development activities.
- A Reflection on the impact of these activities on their growth in the profession.

## **17.4 PAR Team Participants**

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

### **17.4.1 PAR Team Members**

The PAR Team includes:

- The Probationary Faculty member.
- One (1) Appointive Faculty member or other professional colleague trained as a Peer Mentor and chosen by the Probationary Faculty member. The Faculty Developer or PAR Facilitator may assist in the selection of the Peer Mentor. Peer Mentors may be selected from outside the faculty member’s discipline, Department/Division, or College.
- The College’s PAR Facilitator during Year 1.

### **17.4.2 PAR Team Training**

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

## **17.5 Peer Assistance and Review Committee (PARC)**

The Peer Assistance and Review Committee (PARC) will evaluate IDPs submitted by all Probationary Faculty members and make recommendations to the College President related to the renewal of the probationary appointment, and when appropriate, the granting of Appointive Status.

### **17.5.1 PARC Members**

The PARC consists of the VPAA or designee and at least four (4) trained Appointive Faculty appointed by the Faculty Senate President in consultation with the VPAA.

## **17.5.2 PARC Training**

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

## **17.5.3 PARC Process**

The PARC recommendation is based on the Probationary Faculty member's current year IDP as described in Article 17.3.

### **17.5.3.1 IDP Rubric**

PAR Facilitators at each College, in consultation with the Faculty Senate President and the VPAA, will create an IDP review rubric. PAR Facilitators, as part of the Faculty Developers Council, will serve as an overseeing body to yearly approve the College IDP rubrics with the purpose of ensuring consistent and appropriate PAR process application. Once approved, each College's PAR Facilitator will provide that rubric to Probationary Faculty members by the third Friday of October each year. The rubric must be in alignment with the areas of evaluation delineated by probationary year in Article 17.3. No additional criteria may be used or considered by the PARC to make their recommendation.

### **17.5.3.2 PARC Feedback**

PARC will provide each Probationary Faculty member direct and actionable feedback on all components of the IDP outlined in Article 17.2 to support the recommendation.

### **17.5.3.3 PARC Recommendations**

For the first four IDPs of each Probationary Faculty member, the PARC will offer one of the following recommendations to the College President by consensus:

- **Renew:** A recommendation of Renew indicates that the Probationary Faculty member has demonstrated proficiency in all areas of evaluation delineated by year in Article 17.3.
- **Renew with Development:** A recommendation of Renew with Development indicates that the Probationary Faculty member has demonstrated a need for development and growth in at least one area of evaluation delineated by year in Article 17.3.
- **Nonrenew:** A recommendation of Nonrenew indicates that the Probationary Faculty member did not demonstrate evidence of progress towards proficiency or competency in at least one area of evaluation delineated by

year in Article 17.3.

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

- Appointive Status
- Renew with Development and extension of probationary period by no more than one year, requiring the completion of an IDP and the RWD process outlined in Article 17.10
- Nonrenew

#### **17.5.3.4 Faculty Senate Leadership Representation**

The Appointive Faculty Senate President (or an Appointive Faculty designee) will be consulted on all potential recommendations of Renew with Development or Nonrenew to ensure compliance with all relevant policies of the Residential Faculty Agreement.

## **17.6 Timeline**

### **17.6.1 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 begin participation 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. PAR Facilitator keeps the VPAA informed of progress. IDP rubric approved and disseminated by the third Friday in October, as described in Article 17.5.3.1.

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 first Wednesday after Spring Break.

April: PARC evaluates all IDPs submitted by Probationary Faculty. PARC submits their recommendations to the Probationary Faculty member, the VPAA, and the College President by the second Friday in April.

May: College President announces Renew, Renew with Development, or intent to Nonrenew decision by May 1.

## **17.6.2 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. PAR Facilitator keeps the VPAA informed of progress. IDP rubric approved and disseminated by the third Friday in October, as described in Article 17.5.3.1.

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 first Wednesday after Spring Break.

April: PARC evaluates all IDPs submitted by Probationary Faculty. PARC submits their recommendation to the Probationary Faculty Member, the VPAA, and the College President by the second Friday in April.

May: College President informs the Probationary Faculty member of the decision to Renew, Renew with Development, or intent to Nonrenew by May 1.

## **17.6.3 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. PAR Facilitator keeps the VPAA informed of progress. IDP rubric approved and disseminated by the third Friday in October, as described in Article 17.5.3.1. 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 first Wednesday after Spring Break.

April: PARC evaluates all IDPs submitted by Probationary Faculty. PARC submits their recommendation to the Probationary Faculty Member, the VPAA, and the College President by the second Friday in April.

May: College President informs the Probationary Faculty member of the decision to Renew, Renew with Development, or intent to Nonrenew by May 1.

For Year 5, the College President forwards recommendation for Appointive Status or Nonrenew to the Chancellor by May 1.

## **17.6.4 Faculty Hired Mid-Year**

The first IDP for Probationary Faculty hired mid-year will follow the Year 1 areas of evaluation outlined in Article 17.3.1 and will include evidence from Spring semester and the entire following year, with their first IDP being submitted in March of their third regular semester.

Participation in the New Faculty Experience will begin in the first Fall semester after being hired.

During the Probationary Faculty member's tenth semester, excluding summer and winter intersessions, the fifth IDP will be submitted by the fourth Friday in October, and will only include evidence since their fourth IDP. The IDP rubric used for this PARC review will use one semester of the previous academic year's rubric.

- PARC submits their recommendations to the Probationary Faculty member, the VPAA, and the College by the second Monday in November.
- The College President forwards recommendation for Appointive Status or Nonrenew to the Chancellor by December 1.
- If Appointive Status is approved by the Chancellor, it will be awarded to the faculty member January 1 of the following calendar year.
- If the Chancellor agrees that a Probationary Faculty member should not be renewed, all parties will be notified using the same process outlined in Article 17.9.4 by December 15.

## **17.7 Emergency Exceptions to the Timeline**

Throughout any emergency exceptions, it is the responsibility of the Faculty Chair, Program Director (if applicable), PAR Facilitator, and Peer Mentor(s) to provide additional collaborative support to the Probationary Faculty member.

### **17.7.1 Short-term Emergency Exception**

In the event a Probationary Faculty member is unable to complete the submission of the IDP by the deadline due to a Short-Term Qualifying Event, the Probationary Faculty member will contact the VPAA and Faculty Senate President prior to the deadline and will request an extension of up to seven (7) calendar days in order to submit the final IDP for consideration by the current year's PARC committee.

A Short-Term Qualifying Event is described in Articles 12.1.1.iv, 12.1.1.v, 12.1.2, accident/injury resulting in medical intervention and loss of work, 12.3 Civic Duty that demonstrates a justified interference (i.e. sequestered jury), or Military Leave as defined in the Staff Policy Manual: Policy A-5.

### **17.7.2 Long-term Emergency Exception**

If a Probationary Faculty member is unable to complete a full academic year due to an extended leave of absence as defined in Articles 12.4, 12.5, 12.6, or 12.7, the probationary period will be extended by one full semester for each semester that the Probationary

Faculty member does not meet the conditions of Probationary Status as defined in Article 1.

### **17.7.3 Missing IDP Components**

If a Probationary Faculty member is unable to complete a required subsection of the IDP due to circumstances beyond their control, the sub-section shall instead include evidence that demonstrates the effort exerted to complete the sub-section requirement.

## **17.8 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.

## **17.9 College President Decision Regarding Faculty Status**

While the recommendations made by PARC serve as a primary factor as to whether a Probationary Faculty is renewed annually and ultimately granted Appointive Status, the decision made by the President to renew a Probationary Faculty each year may also take into consideration any performance or conduct issues that exist outside of the PAR IDP process. Such performance or conduct issues include (a) behaviors that violate MCCCCD standards for workplace conduct and (b) failure to perform duties required by Residential Faculty outlined in Department/Division Charters or program-specific duties required by compliance or accreditation standards (see Article 17.9.5).

### **17.9.1 PARC Recommendation to Renew**

If, after reviewing the PARC recommendation to Renew, a College President determines that the Probationary Faculty member should be renewed, the Probationary Faculty member will be notified by May 1 and their employment shall continue for the subsequent academic year.

### **17.9.2 PARC Recommendation to Renew with Development**

If, after reviewing the PARC recommendation to Renew with Development, a College President determines that the Probationary Faculty member should receive a Renew with Development, the Probationary Faculty member will be notified by May 1 and shall complete the Renew with Development Process (Article 17.10)

### **17.9.3 PARC Recommendation to Award Appointive Status**

If after reviewing the PARC recommendation to award Appointive Status resulting from the evaluation of the fifth IDP, 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 and the Probationary Faculty member by

May 1. The Chancellor or designee will notify the Probationary Faculty member in writing upon attaining Appointive Status.

#### **17.9.4 PARC Recommendation to Nonrenew**

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

If, after reviewing the PARC recommendation to Nonrenew, 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.

If the Chancellor agrees that the Probationary Faculty member should not be renewed, the Chancellor or designee will inform the College President and also 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 their place of residence as recorded in the MCCCCD records no later than May 15. The notification shall include the reasons for nonrenewal. Upon notification from the Chancellor of Nonrenewal, the College President will then inform the VPAA, Faculty Chair, and all other supervisors of the Nonrenewal of the faculty member.

Probationary Faculty who are not renewed are no longer employed as Residential Faculty.

#### **17.9.5 Decision in Opposition to PARC Recommendation**

Workplace conduct issues are addressed outside of the PAR process and are not reflected in the recommendation made by PARC. Behaviors that violate MCCCCD Standards for Workplace Conduct must be addressed using the process outlined in Articles 20, 21, or 22. Probationary Faculty workplace conduct problems that are not resolved by the processes outlined in Articles 20, 21, and 22 may be considered for Nonrenewal or termination. If, based on workplace conduct considerations and/or the Probationary Faculty member's rebuttal letter, a College President's decision differs from the PARC recommendation as it relates to the status of a Probationary Faculty member, then the College President will provide specific documentation that justifies the decision. This documentation is provided to the Probationary Faculty member, and a copy is placed in the Probationary Faculty member's personnel file. A notification will be provided to the PARC, the PAR Facilitator or Faculty Developer, VPAA, and the Faculty Chair.

Any decision to Nonrenew a Probationary Faculty member when that was not the recommendation of the PARC must result from processes described in Articles 20, 21, and 22 or Article 17.10.3. This Nonrenewal process will include the same timelines and communication with the same individuals as identified in Article 17.9.4.



## **17.10 Renew with Development**

A Probationary Faculty member who receives a Renew with Development (RWD) recommendation will complete the RWD process. The RWD process is designed to provide additional support to the Probationary Faculty member through the creation of a success plan based upon the PARC feedback.

### **17.10.1 Success Team and PAR Facilitator Roles**

The process is supported by a success team including, at a minimum, the Probationary Faculty member, next year's PAR Facilitator, the VPAA or designee, next year's Faculty Senate President, and the Faculty Chair. The Probationary Faculty member's Peer Mentor may be included at the request of the faculty member.

#### **17.10.1.1**

The role of the success 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 the IDP and the specifically identified PARC feedback.

#### **17.10.1.2**

The PAR Facilitator oversees the RWD process and maintains all procedure documents with the purpose of ensuring consistent and appropriate process application until the process is completed. The PAR Facilitator will also conduct regular check-ins with the Probationary Faculty member.

### **17.10.2 Process and Timeline**

The RWD process begins immediately after the College President's RWD decision. The process continues through the next academic year until the Probationary Faculty member submits their next IDP.

#### **17.10.2.1**

The initial success team meeting must occur prior to the last day of accountability of the current semester. In this initial meeting, the team will discuss the PARC's feedback and develop a list of recommendations to help the Probationary Faculty member's development. Recommendations must be as clear, specific, and measurable as possible.

#### **17.10.2.2**

The PAR Facilitator will meet with the Probationary Faculty member throughout the next year to provide support in the RWD process. Frequency of the check-ins

will be determined by the scope of the success plan and by mutual agreement between the PAR Facilitator and the Probationary Faculty member.

### **17.10.2.3**

The Probationary Faculty member must submit the previous PARC's written RWD recommendation and feedback in their IDP. Additionally, they will provide a Reflection and evidence of how they addressed the PARC feedback.

## **17.10.3 Multiple PARC Recommendations of Renew with Development**

While the College President may submit more than two recommendations of Renew with Development for an individual Probationary Faculty member, if the PARC recommends Renew with Development for a Probationary Faculty member who has already received two (2) previous RWDs, the College President may recommend Nonrenewal as outlined in Article 17.9.5.

## **17.11 Storage of PAR Process Documents**

The Probationary Faculty member's VPAA or designee's, Faculty Chair or designee's evaluations, student evaluations, and 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 Article 23).

## **17.12 Continuation of PAR Task Force**

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

# **ARTICLE 18 RESIDENTIAL FACULTY** **EVALUATION PLAN FOR CORE WORK** **IMPROVEMENT**

Residential Faculty are committed to quality teaching, instruction, and Core work activity and are employed to provide academic support and services to students, colleagues and the MCCCC 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 Appointive 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 Faculty Chair, will be responsible for notifying Appointive Faculty early in the fall semester of the evaluation year. The FEP must be completed and submitted to the VPAA 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 Appointive Faculty member 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.

### **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

### **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

### **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 Appointive Faculty member to review, in order to bring into better focus their full professional involvement at the College or within the MCCC. See the FEP guidelines for examples.

## **18.3 Participants**

The team will consist of:

- The Appointive Faculty member to be assessed will be the director of, and active participant in, the designing and implementation of their FEP. They 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 Appointive Faculty member) may be outside the Appointive Faculty member’s discipline, Department/Division, or College.
- A third person will be chosen from the following: Another professional colleague, Faculty 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 Article 18.3) will review the documents submitted by the Residential Faculty member to indicate their performance and goals in the areas outlined in the FEP and then discuss them with the Appointive Faculty member. An “FEP Summary Endorsement Sheet” will be signed by the individual team members and also by the Faculty Chair and appropriate VPAA 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 VPAA 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.

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 Faculty 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 the Faculty Chair or designee as detailed in Article 7.2.4 in each of the first three (3) semesters of teaching at the College. After the first three (3) semesters, Adjunct Faculty will be evaluated at least once every three (3) years and any time they teach a new class at the College. Adjunct Faculty may be evaluated in any semester if deemed necessary. All evaluations, regardless of modality, will be scheduled at least two (2) business days in advance.

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 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.

MCCCD, through the Maricopa Center for Learning and Innovation (MCLI), and the Colleges, through the Centers for Teaching and Learning (CTL), provide support for Adjunct Faculty professional growth.

## **19.3 Professional Growth Budget for Adjunct Faculty**

The Adjunct Faculty professional growth (AFPG) budget is funded through Maricopa Center for Learning and Innovation (MCLI). All Adjunct Faculty, plus current OYO and OSO Faculty, 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 (AFPG) Program is administered by the MCLI.

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

## **19.4 Acknowledgment of Adjunct Faculty Professional Development**

Adjunct Faculty professional development will be acknowledged through the Salary Tier Structure.

### **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 pay rates for Tiers is paid according to Article

10.2.2. 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.

Adjunct 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.

### **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 Faculty, whether instructional or service, may apply for funding assistance for:

- 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 AFPG Funds cannot be applied towards advancement in the Salary Tier Structure.



## **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. MCCCDC is committed to offering the Full-Time Faculty access to the District's coordinated network of options for the good faith review and resolution of workplace conflicts. These options include:

- A process to encourage prompt resolution of disputes. The initial step(s) will include attempts at problem solving and may include consultation, facilitated discussions, or mediation; and
- A process for conflicts not resolved through problem solving efforts, including facilitated discussion, mediation, and review by the College President and/or Chancellor.
- A progressive approach to problem solving to resolve conflicts.

The procedures established in this section are not the sole and exclusive remedy available for resolving disputes arising under this document. It is understood that the subject matter forming the basis of Conflict Resolution may also be instituted in an administrative action before a governmental board or agency. The provisions of Article 23 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 Equal Opportunity & Title IX Regional Directors. 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 Full-Time 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 the College Police Department. See Administrative Regulation 6.21: Workplace Violence Prevention for more information.

A Full-Time Faculty member who is required to appear or respond to a matter under this Article has a right to Representation as stipulated in Article 1.

## **20.1 Core Elements of the Conflict Resolution System**

### **20.1.1 Problem Solving Meetings**

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 resolution system is to provide confidential resolution of conflicts. Governing Board policy or state or federal law may preempt this good-faith intent.

### **20.1.2 Timelines**

Timelines may be extended by mutual agreement. Failure of the Administration to render a decision within the prescribed timelines allows the Grievant or Complainant to elevate the Conflict Resolution to the next level. Failure of the Grievant or Complainant to elevate the Conflict Resolution within the prescribed timelines ends the process. Every effort shall be made to resolve Conflict Resolution prior to the end of the academic year. Conflict Resolution 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 for meeting timeline requirements under both processes.

### **20.1.3 Written Decisions**

Decisions rendered at all levels of the conflict resolution system shall be in writing, setting forth the decision and its justification, and shall be transmitted promptly to all parties in interest. Decisions that are unsatisfactory to the aggrieved or complaining person may be elevated through the conflict resolution system. All final outcomes of Grievances will be submitted to, and archived by, District Human Resources.

## **20.2 Mediation Process**

The mediation process is generally reserved for those disputes that might otherwise be resolved through a legal process. For other disputes, neutral facilitation may be more appropriate. Contact District Human Resources for further guidance.

Any party may submit a request to the CHRO for mediation of the dispute. If all parties agree to mediate, a trained and neutral third party 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 forty-eight (48) hours notice. If all parties agree, mediation can occur with less than forty-eight (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 a written Notice of Resolution within five (5) accountability days of the completion of the mediation stating:

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

Each party shall sign and date the Notice of Resolution 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 FEC 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 provide testimony to any committees, hearing boards, or other adjudicative bodies or provide statements about cases in which they were involved.

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

A party has an additional fifteen (15) accountability days from the termination of mediation to proceed with the conflict resolution processes addressed in this Article if so desired.

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.

## **20.3 Procedures for Conflict Resolution**

Avenues to address workplace conflict:

1. A Grievance is an alleged misapplication, misinterpretation, or violation by a Supervisor of a specific provision(s) of the Residential Faculty Agreement, College Plan, Department/Division Charter, or Administrative Regulations that adversely affects the Grievant.

2. A Resolution of Controversy (RoC) may be used to resolve workplace conflicts that are not Grievances, and 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.

Many conflicts can be efficiently resolved informally through direct communication or negotiation with colleagues, Supervisors or appropriate administrators. Should conflicts not be able to be resolved in these informal ways, conflict resolutions can be formally filed with the expectations of problem-solving meetings being scheduled to drive parties to the table to discuss interests.

### **20.3.1 Grievance**

A Grievance is an allegation of misapplication, misinterpretation, or violation by a Supervisor of a specific provision(s) of the Residential Faculty Agreement, College Plan, Department/Division Charter, or Administrative Regulations that adversely affects the Grievant. Issues that are not presented in writing at the initiation of the Grievance may not be asserted at a higher level.

At any step in the Grievance process, due diligence may be necessary to obtain relevant information to resolve the Grievance.

#### **20.3.1.1 Initiation of Grievances**

Within twenty-five (25) accountability days of the occurrence of the act or omission giving rise to the Grievance or within twenty-five (25) accountability days of the date when the Grievant should reasonably have known of the act or omission, the employee shall present the Grievance in writing to the Supervisor whose decision or action is being grieved. The Grievant shall cite the specific section of the Residential Faculty Agreement, College Plan, Department/Division Charter, or Administrative Regulation which has allegedly been misapplied, misinterpreted, or violated. The purpose of bringing the matter to the attention of the Supervisor at the lowest appropriate level is to resolve the matter at the lowest level.

If a Grievance is initially filed because of a decision or action of a Vice President, then that Grievance is initiated at Grievance Step 2 (Article 20.3.1.3), and only one attempt at problem solving will be provided to the Vice President before proceeding to adjudication.

If a Grievance is initially filed because of a decision or action of a College President or a Vice Chancellor, then that Grievance is initiated at Grievance Step 3. See Article 20.3.1.4.1 or Article 20.3.1.4.2 for details.

If a Grievance is initially filed because of a decision or action of the Chancellor, then that Grievance is initiated at Grievance Step 4. See Article 20.3.1.5.1 for details.

### **20.3.1.2 Grievance Step 1: Problem Solving Attempt #1**

Depending upon the specific organizational hierarchy, there may be multiple supervisory levels to attempt to resolve the Grievance prior to escalating the conflict to Grievance Step 2. These may include, but are not limited to Program Directors, Faculty Chairs, or Deans. By mutual agreement all supervisory levels may meet during Grievance Step 1 to resolve the issues in a single meeting and the parties may request a neutral Facilitator or Mediator (see Article 1) to assist in the discussion.

The Supervisor 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 Grievance Step 1 Written Decision will be rendered within fifteen (15) accountability days of the problem-solving meeting, and will be shared with the Grievant. If the problem-solving meeting is not scheduled and held within the timelines stated above, the Grievant may escalate the Grievance to the next step. If no decision is rendered within fifteen (15) accountability days after the problem-solving meeting, the Grievant may escalate the Grievance to the next step.

If other levels of supervision before Grievance Step 2 (Article 20.3.1.3) (appropriate Vice President) exist and are appropriate, then the Grievant is required to proceed to the next supervisory level before proceeding to Grievance Step 2. The timeline noted above will be followed by all parties, but all reasonable efforts will be made to have Grievance Step 1 completed at all levels prior to escalating it to the appropriate Vice President within thirty (30) accountability days.

### **20.3.1.3 Grievance Step 2: Problem Solving Attempt #2**

If the Grievant is not satisfied with the disposition of the alleged Grievance at Grievance Step 1, the Grievant may escalate their written Grievance and the Grievance Step 1 Written Decision within ten (10) accountability days to the Vice President who is the immediate Supervisor of the person to whom the Grievance was taken at Grievance Step 1, copying all previous Supervisors engaged at Grievance Step 1. If the Grievant elects not to forward the Grievance within ten (10) accountability days, the Grievance will be considered terminated.

The Vice 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 Grievance Step 2 Written Decision will be rendered within fifteen (15) accountability days of the problem-solving meeting. If the problem-solving meeting is not scheduled and held within the timelines stated above, the Grievant may escalate the Grievance to the next step.

If no decision is rendered within fifteen (15) accountability days after the problem-solving meeting, the Grievant may escalate the Grievance to the next step.

### **20.3.1.4 Grievance Step 3: Adjudication**

If the Grievant is not satisfied with the disposition of the alleged Grievance at Grievance Step 2, the Grievant may, within ten (10) accountability days of receiving the Grievance Step 2 Written Decision, forward the original written Grievance and the Grievance Step 2 Written Decision to the College President, copying all previous Supervisors engaged at Grievance Step 2. If the Grievant elects not to escalate the Grievance Step 2 Written Decision within ten (10) accountability days of receiving the Grievance Step 2 Written Decision, the Grievance will be considered terminated.

The College President has five (5) accountability days to schedule a meeting to hear the facts of the Grievance. The actual fact-hearing meeting will be held within ten (10) accountability days of scheduling the meeting. The College President will issue a Grievance Step 3 Written Decision to the Grievant within fifteen (15) accountability days after the fact-hearing meeting. If the fact-hearing meeting is not scheduled and held within the timelines stated above, the Grievant may forward the Grievance to the next step. If no decision is rendered within fifteen (15) accountability days after the fact-hearing meeting, the Grievant may forward the Grievance to the next step.

#### **20.3.1.4.1 Initial Grievance on a Decision or Action of the College President**

If a Grievance is initially filed because of a decision or action of a College President, then 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 Grievance Step 3 Written Decision to the Grievant within fifteen (15) accountability days after the problem-solving meeting. If the problem-solving meeting is not scheduled and held within the timelines stated above, the Grievant may escalate the Grievance to the next step. If no decision is rendered within fifteen (15) accountability days after the problem-solving meeting, the Grievant may escalate the Grievance to the next step.

#### **20.3.1.4.2 Initial Grievance on a Decision or Action of a Vice Chancellor**

If a Grievance is initially filed because of a decision or action of a Vice Chancellor, then 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 Grievance Step 3 Written Decision to the Grievant within fifteen (15) accountability days after the problem-solving meeting. If the problem-solving meeting is not scheduled and held within the timelines stated above, the Grievant may escalate the Grievance to the next step. If no decision is rendered within fifteen (15) accountability days after the problem-solving meeting, the Grievant may escalate the Grievance to the next step.

#### **20.3.1.5 Grievance Step 4: Rebuttal**

If the Grievant is not satisfied with the disposition of the alleged Grievance at Grievance Step 3, the Grievant may, within ten (10) accountability days of the receiving the Grievance Step 3 Written Decision, forward the original written Grievance and the Grievance Step 3 Written Decision to the Chancellor, copying all previous Supervisors engaged at Grievance Step 3. The Chancellor has five (5) accountability days to schedule the fact-hearing meeting. The actual fact-hearing meeting will be held within ten (10) accountability days of scheduling the meeting. The Chancellor will issue a Grievance Step 4 Written Decision to the Grievant within fifteen (15) accountability days after the fact-hearing meeting. The decision of the Chancellor is final and binding.

##### **20.3.1.5.1 Initial Grievance on a Decision or Action of the Chancellor**

If a Grievance is initially filed because of a decision or action of the Chancellor, then 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 Grievance Step 4 Written Decision to the Grievant within fifteen (15) accountability days after the problem-solving meeting. The decision of the Chancellor is final and binding.

#### **20.3.2 Resolution of Controversy (RoC)**

A Resolution of Controversy (RoC) may be used to resolve workplace conflicts that are not Grievances, and 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. Issues that are not presented in writing at the initiation of the RoC may not be asserted at a higher level.

### **20.3.2.1 Initiation of Resolutions of Controversy**

Within twenty-five (25) accountability days of the occurrence of the act or omission giving rise to the RoC or within twenty-five (25) accountability days of the date when the Complainant should reasonably have known of the act or omission, the employee shall present the RoC in writing to the immediate Supervisor of the employee with whom the conflict is occurring. The Complainant shall specify the nature of the complaint. The purpose of bringing the matter to the attention of the Supervisor at the lowest appropriate level is to resolve the matter at the lowest level.

If an RoC is initially filed because of a decision or action of a Vice President, then that RoC is initiated at RoC Step 2 (Article 20.3.2.3) and only one attempt at problem solving will be provided to the Vice President before proceeding to adjudication.

If an RoC is initially filed because of a decision or action of a College President or a Vice Chancellor, then that RoC is initiated at RoC Step 3. See Article 20.3.2.4.1 or Article 20.3.2.4.2 for details.

If an RoC is initially filed because of a decision or action of the Chancellor, then that RoC is initiated at RoC Step 4. See Article 20.3.2.5.1 for details.

### **20.3.2.2 RoC Step 1: Problem Solving Attempt #1**

Depending upon the specific organizational hierarchy, there may be multiple supervisory levels to attempt to resolve the RoC prior to escalating the conflict to RoC Step 2. These may include, but are not limited to Program Directors, Faculty Chairs, or Deans. By mutual agreement all supervisory levels may meet during the RoC Step 1 to resolve the issues in a single meeting and parties may request a neutral Facilitator or Mediator (see Article 1) to assist in the discussion.

The Supervisor 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. An RoC Step 1 Written Decision will be rendered within fifteen (15) accountability days of the problem-solving meeting, and will be shared with the Complainant. If the problem-solving meeting is not scheduled and held within the timelines stated above, the Complainant may escalate the RoC to the next step. If no decision is rendered within fifteen (15) accountability days after the problem-solving meeting, the Complainant may escalate the RoC to the next step.

If other levels of supervision before RoC Step 2 (Article 20.3.2.3) (appropriate Vice President) exist and are appropriate, then the Complainant is required to proceed to the next supervisory level before proceeding to RoC Step 2. The timeline noted



above will be followed by all parties, but all reasonable efforts will be made to have RoC Step 1 completed at all levels prior to escalating it to the appropriate Vice President within thirty (30) accountability days. By mutual agreement all supervisory levels may meet during RoC Step 1 to resolve the issues in a single meeting.

### **20.3.2.3 RoC Step 2: Problem Solving Attempt #2**

If the Complainant is not satisfied with the disposition of the alleged RoC at RoC Step 1, the Complainant may forward their original written RoC and the RoC Step 1 Written Decision within ten (10) accountability days to the Vice President who is the immediate Supervisor of the person to whom RoC was submitted at RoC Step 1, copying all previous Supervisors engaged at RoC Step 1. If the Complainant elects not to escalate the written RoC within ten (10) accountability days, the RoC will be considered terminated.

The Vice 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 RoC Step 2 Written Decision will be rendered within fifteen (15) accountability days of the problem-solving meeting. If the problem-solving meeting is not scheduled and held within the timelines stated above, the Complainant may escalate the RoC to the next step. If no decision is rendered within fifteen (15) accountability days after the problem-solving meeting, the Complainant may escalate the RoC to the next step.

### **20.3.2.4 RoC Step 3: Adjudication**

If the Complainant is not satisfied with the disposition of the alleged RoC at RoC Step 2, the Complainant may, within ten (10) accountability days of receiving the RoC Step 2 Written Decision, escalate the original written RoC and the RoC Step 2 Written Decision to the College President, copying all previous Supervisors engaged at RoC Step 2. If the Complainant elects not to escalate the RoC Step 2 Written Decision within ten (10) accountability days of receiving the RoC Step 2 Written Decision, the RoC will be considered terminated.

The College President has five (5) accountability days to schedule a meeting to hear the facts of the RoC. The actual fact-hearing meeting will be held within ten (10) accountability days of scheduling the meeting. The College President will issue a RoC Step 3 Written Decision to the Complainant and to the Faculty Senate President within fifteen (15) accountability days after the fact-hearing meeting. The decision of the College President is final and binding.

#### **20.3.2.4.1 Initial RoC on a Decision or Action of the College President**

If an RoC is initially filed because of a decision or action of a College President, then 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 an RoC Step 3 Written Decision to the Complainant within fifteen (15) accountability days after the problem-solving meeting. If the problem-solving meeting is not scheduled and held within the timelines stated above, the Complainant may escalate the RoC to the next step. If no decision is rendered within fifteen (15) accountability days after the problem-solving meeting, the Complainant may escalate the RoC to the next step.

#### **20.3.2.4.2 Initial RoC on a Decision or Action of a Vice Chancellor**

If an RoC is initially filed because of a decision or action of a Vice Chancellor, then 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 an RoC Step 3 Written Decision to the Complainant within fifteen (15) accountability days after the problem-solving meeting. If the problem-solving meeting is not scheduled and held within the timelines stated above, the Complainant may escalate the RoC to the next step. If no decision is rendered within fifteen (15) accountability days after the problem-solving meeting, the Complainant may escalate the RoC to the next step.

#### **20.3.2.5 RoC Step 4: Adjudication for RoC Initiated with the College President or Vice Chancellor**

Only if an RoC is initiated with the College President or Vice Chancellor, and the Complainant is not satisfied with the disposition of the RoC Step 3 Written Decision, the Complainant may, within ten (10) accountability days of receiving the RoC Step 3 Written Decision, escalate the original written RoC and the RoC Step 3 Written Decision to the Chancellor, copying all previous Supervisors engaged at RoC Step 3. The Chancellor has five (5) accountability days to schedule the fact-hearing meeting. The actual fact-hearing meeting will be held within ten (10) accountability days of scheduling the meeting. The Chancellor will issue a RoC Step 4 Written Decision to the Complainant within fifteen (15) accountability days after the fact-hearing meeting. The decision of the Chancellor is final and binding.

#### **20.3.2.5.1 Initial RoC on a Decision or Action of the Chancellor**

If an RoC is initially filed because of a decision or action of the Chancellor, then 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 RoC Step 4 Written Decision to the Complainant within fifteen (15) accountability days after the problem-solving meeting. The decision of the Chancellor is final and binding.

## **20.4 Final Course Grade Appeal**

This process is to be used to appeal the final instructional grades for a course. Assignment or exam grades may be reviewed in this process if they impact continuation in a program. A final grade can only be changed by the instructor of record through this process, except for extraordinary circumstances as outlined in Article 20.4.7.

This process should not be utilized in a case in which a student feels that they have experienced discrimination or harassment. A student who feels that they have 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](https://district.maricopa.edu/legal/student-faculty-resources/harassment/discrimination-complaint-procedures-students) (Site: <https://district.maricopa.edu/legal/student-faculty-resources/harassment/discrimination-complaint-procedures-students>). In addition, a student who feels that they have experienced sexual harassment should refer to the sexual harassment policy for students.

### **20.4.1 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 at the sole discretion of the Faculty 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 Full-Time or Adjunct Faculty member who assigned the grade.

### **20.4.2 Process Deadlines**

The Faculty Chair or VPAA, 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 Full-Time or Adjunct Faculty member and student.

### **20.4.3 Documentation**

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

### **20.4.4 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/Division.

### **20.4.5 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 (a) a grade on an exam, project, or other assignment, or (b) an overall course grade. The grade appeal process (Article 20.4.6) should be used to process all other appeals regarding grades. This is the exclusive process for appeals regarding technical errors or omissions in grading.

#### **20.4.5.1 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 Full-Time or Adjunct Faculty member who issued the alleged incorrect grade. An appeal regarding a technical error or omission in grading must be brought to the Full-Time or Adjunct 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 Full-Time or Adjunct Faculty member in writing.

The Full-Time or Adjunct 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 Full-Time or Adjunct Faculty member. If the Full-Time or Adjunct Faculty member is unavailable or fails to timely resolve the appeal, the student may escalate the appeal to the Department/Division level.

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

#### **20.4.5.2 Department/Division Level**

If the Full-Time or Adjunct Faculty member or representative faculty member has not resolved the appeal within ten (10) business days, or if the student believes the

Full-Time or Adjunct 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 Faculty Chair.

The Faculty 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 Faculty Chair. The Decision of the Faculty 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 grade appeal cannot be reopened.

## **20.4.6 Final Grade Appeal Process**

### **20.4.6.1 Faculty Level**

A student who wants to appeal a final grade shall first attempt to resolve the issue with the Full-Time or Adjunct Faculty member involved. The student shall initiate the process by submitting to the Full-Time or Adjunct Faculty member a written grade appeal explaining why they feel there is an issue with the final grade. Upon receipt of the written grade appeal, the Full-Time or Adjunct 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 Full-Time or Adjunct 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 Full-Time or Adjunct 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 Full-Time or Adjunct Faculty member. If the Full-Time or Adjunct Faculty member is unavailable or fails to timely resolve the appeal, the student may escalate their appeal to the Department/Division level. A record of the resolution or reasons for non-resolution will be documented by the Full-Time or Adjunct Faculty member.

### **20.4.6.2 Department/Division Level**

If, after ten (10) business days, the appeal remains unresolved; the Full-Time or Adjunct Faculty member has been unable to meet with the student; or the student believes that the Full-Time or Adjunct Faculty member has reached an erroneous

resolution, the student may, within ten (10) business days, forward the written appeal to the Faculty Chair.

Upon receipt of the written appeal, the Faculty Chair will meet with the parties to attempt to resolve the appeal. The Full-Time or Adjunct 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 college community member's Supervisor and Faculty 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 Faculty Chair on the intake form.

#### **20.4.6.3 VPAA Level**

If the appeal is not resolved at the Department/Division level within ten (10) business days, the student may forward the written appeal to the VPAA or designee a copy of the written appeal with an explanation of the action taken at each prior level. The VPAA or designee will meet with the student, Full-Time or Adjunct Faculty member, the College Faculty Senate President (if requested by the Full-Time or Adjunct Faculty member), the member of the College community (if requested by the student), and the Faculty Chair to attempt to resolve the matter. The VPAA 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 VPAA or designee on the intake form.

#### **20.4.7 Extraordinary Circumstances**

In extraordinary circumstances and where the VPAA deems it necessary in the interest of fairness, the VPAA may convene a committee to resolve the appeal. To minimize conflicts of interest, the committee shall be composed of neutral parties including:

- At least one Full-Time Faculty member from the academic discipline from which the appeal rises;
- One Faculty Senate Member as designated by the College Faculty Senate President;

- The Faculty 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 Decision, which 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 member is no longer employed within the District;
- The faculty member 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 thirty (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.

## **20.5 Instructional Grievances**

When there is a complaint by a student against a Full-Time or Adjunct Faculty member, the proper District or College authority will work in confidence with the parties to resolve the conflict. A Full-Time or Adjunct 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 Full-Time or Adjunct Faculty member involved.

A student who feels that they have been treated unfairly or unjustly by a Full-Time or Adjunct Faculty member 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 they have experienced discrimination. If the student feels that they have 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 College's Equal Opportunity & Title IX Regional Director or designee.

If, within ten (10) business days of the request for the conference with the Full-Time or Adjunct 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 Faculty 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 Full-Time or Adjunct Faculty member five (5) days before any official meetings are convened.

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

A Full-Time or Adjunct 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 Full-Time or Adjunct Faculty member.

If the complaint is not resolved at this level within ten (10) business days, the student should forward, to the VPAA or appropriate College administrative office, a copy of the original written complaint with an explanation regarding action taken at each prior level. The VPAA or appropriate College administrative officer will meet with the student, Full-Time or Adjunct Faculty member, the Faculty Chair, and the Faculty Senate President (the latter upon request of the Full-Time or Adjunct 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 VPAA 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.



# **ARTICLE 21 INTERVENTIONS, CORRECTIVE ACTIONS, AND DISCIPLINARY ACTIONS**

This Article addresses the mechanisms and steps available to address substantiated complaints of conduct or performance concerns made against Full-Time Faculty members.

A Full-Time Faculty member who is required to appear or respond to a matter under this Article has a right to Representation as stipulated in Article 1.

## **21.1 Severe or Recurring Misconduct**

While it is expected that correcting conduct or performance concerns would typically proceed through the steps outlined in this Article, the severity of the conduct or performance may necessitate that advanced steps be taken immediately. Additionally, the recurrence of a previously resolved issue within the past three (3) years may be escalated to advanced steps.

Severe misconduct, including but not limited to, 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 corrective action or disciplinary sanctions, including suspension or termination, if warranted by the results of an investigation (Article 22).

## **21.2 Progressive Interventions**

Substantiated complaints and concerns regarding Full-Time Faculty members' conduct or performance will be addressed through progressive interventions. Prior to initiating a progressive intervention, College Human Resources should be consulted.

Many concerns can be efficiently resolved informally through direct communication or negotiation with colleagues, Supervisors or appropriate administrators, potentially with the help of a neutral Facilitator or Mediator. Should these issues not be able to be resolved informally, successive interventions including corrective actions or disciplinary sanctions may be utilized.

### **21.2.1 Initiation of Intervention**

If in the Supervisor's professional judgment an intervention is warranted, the Supervisor will initiate the intervention steps within twenty-five (25) accountability days of becoming aware of the misconduct.

#### **21.2.1.1 Intervention for a Faculty Chair**

If an intervention needs to be initiated due to the conduct or performance of a Faculty Chair, it will be initiated at the Second Written Warning step (Article 21.2.3).

### **21.2.2 First Written Warning**

When it is determined by the Faculty Chair that the conduct or performance concern cannot be addressed informally, a First Written Warning may be appropriate. The Faculty Chair will schedule a meeting and inform the employee in writing that the meeting is for a First Written Warning under this Article and identify the performance or conduct concerns.

In the meeting, the Faculty Chair will clearly inform the Full-Time Faculty member as to what is needed to remedy the conduct or performance concern and advise the employee that additional corrective action or disciplinary sanctions may follow if the conduct or performance is repeated. A jointly agreed upon timeline regarding the required changes for the Full-Time Faculty member's conduct or performance will be defined and serve as the measurement for success in the use of this step. The Faculty Chair will document the First Written Warning meeting by email to the Full-Time Faculty member within ten (10) accountability days of the meeting. Receipt of the email is considered acknowledgment of the First Written Warning by the Full-Time Faculty member. Every effort shall be made to initiate the First Written Warning intervention prior to the end of the semester when the conduct or performance occurred.

The Full-Time Faculty member will be afforded the opportunity to provide a written response by email to the Faculty Chair and the VPAA within ten (10) business days of receipt of the Faculty Chair's email documenting the First Written Warning meeting.

At the end of the agreed-upon timeline, the Faculty Chair will send an email to the Full-Time Faculty member documenting the extent to which the required changes have been successfully implemented and if any further intervention is required. If no further intervention is required, then the matter is considered closed.

### **21.2.3 Second Written Warning**

If it is determined that the conduct or performance concerns have not been addressed by the Full-Time Faculty member, a Second Written Warning may be appropriate. The VPAA or designee will schedule a meeting and inform the employee in writing that the meeting is for a Second Written Warning and identify the performance or conduct concerns.

In the meeting, the VPAA or designee will clearly inform the Full-Time Faculty member as to what is needed to remedy the conduct or performance concern and advise the employee that additional corrective action or disciplinary sanctions may follow if the misconduct is repeated. A jointly agreed upon timeline regarding the required changes for the Full-Time Faculty member's conduct or performance will be defined and serve as the measurement for success in the use of this step. The VPAA or designee will document the Second Written Warning meeting by email to the Full-Time Faculty member within ten (10) accountability days of the meeting. Receipt of the email is considered acknowledgement of the Second Written Warning by the Full-Time Faculty member.

The Full-Time Faculty member will be afforded the opportunity to provide a written response by email to the VPAA and the College President within ten (10) business days of receipt of the VPAA's email documenting the Second Written Warning meeting.

At the end of the agreed-upon timeline, the VPAA or designee will send an email to the Full-Time Faculty member documenting the extent to which the required changes have been successfully implemented and if any further intervention is required. If no further intervention is required, then the matter is considered closed.

### **21.2.3.1 Second Written Warning for a Faculty Chair**

Because the intervention process for a Faculty Chair starts at the VPAA level, if the conduct or performance concerns have not been addressed, a Second Written Warning will occur with the College President or designee. This process will follow the steps and timeline as described in Article 21.2.3 with College President or designee replacing VPAA or designee.

## **21.3 Just Cause**

Corrective actions and disciplinary sanctions for Full-Time Faculty may only be taken for just cause, and only when the following criteria have been satisfied thereby establishing misconduct:

- The Full-Time Faculty member knew or reasonably should have known that their conduct could lead to corrective actions and/or disciplinary sanctions;
- The corrective actions and/or disciplinary sanctions are the result of job performance; violation of established District, College, Department/Division policy or procedure; or violation of law;
- To the extent there is any dispute regarding material facts, a fair and objective investigation was conducted in accordance with MCCCDCD policy and the law (see Article 22);
- The job performance and/or violation of policy, procedure, or law is established by a preponderance of the evidence; and
- The corrective actions and/or disciplinary sanctions taken were consistent with corrective actions and/or disciplinary sanctions for similar or comparable conduct or was otherwise reasonable under the circumstances.

A Peer Review Investigation (Article 22) will be undertaken for alleged misconduct that involves the exercise of professional judgment that may result in corrective action or disciplinary sanctions.

A Peer Review Investigation is not required when the exercise of professional judgment is not implicated in the Full-Time Faculty member's conduct, such as failure by a Full-Time Faculty member to fulfill regulatory, compliance, or contractual and procedural expectations.

## **21.4 Corrective Actions**

Misconduct will be dealt with swiftly and appropriately. It is expected that most Full-Time Faculty misconduct may be addressed by one or more corrective actions, depending on the nature or repetition of the offense. Examples include, but are not limited to:

- Formal reprimand placed in the faculty member's Personnel File (see Article 24)
- Modified teaching assignments and/or professional responsibilities
- Prohibition against overload or additional compensated assignments
- Work assignment monitoring
- Mandatory referral to the Employee Assistance Program
- Mandatory training
- Public censure
- Financial restitution
- Ineligibility for annual salary increases
- Implementation of a Performance Improvement Plan

## **21.5 Disciplinary Sanctions**

If none of the corrective actions outlined in 21.4 are sufficient, then one or more other disciplinary sanctions may be appropriate. Examples include, but are not limited to:

- Actions on salary, including one-time salary reductions
- Removal from a faculty leadership or supervisory position
- Suspension (with or without pay)
- Termination
- Recommendation of Non-Renewal of a Probationary Faculty by the College President

### **21.5.1 Full-Time Faculty Suspension/Salary Action**

A written statement of charges, formulated by the College President, shall be forwarded to the CHRO. The College President will send a request to the CHRO to proceed with suspension or salary action. After review of the charges, the CHRO or designee, in consultation with the Office of General Counsel, shall develop a written Notice of Intent to suspend or to take a salary action that includes a statement of charges recommending to the Chancellor that there exists prima facie cause for the suspension or salary action. Subsequently, the Chancellor or designee may immediately suspend or take salary action concerning the Full-Time Faculty member's conduct or performance. A suspension may

be up to one (1) academic semester (not including summer). The FEC President will be advised of this action by District Human Resources.

The notice of suspension shall be in writing and be served upon the Full-Time Faculty member, personally or sent via email and certified U.S. mail, addressed to the Full-Time Faculty member at their place of residence as recorded in the MCCCCD records.

Any Full-Time Faculty member who has been suspended pursuant to this section will normally be paid their regular salary during the period of suspension. A suspension without pay will occur only upon advice of the General Counsel. If payment is to be withheld, the CHRO will first advise the Full-Time Faculty member. The FEC President will be advised of this action by District Human Resources.

## **21.5.2 Full-Time Faculty Member Termination**

Serious Full-Time Faculty conduct problems that are deemed to warrant a course of action that is more severe than those described above may be considered for termination. A Full-Time Faculty member who is recommended, by the College President, through the CHRO, for termination 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 CHRO. The College President will send a request to the CHRO to proceed with termination. After review of the charges, the CHRO or designee, in consultation with the Office of General Counsel, 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 termination of a faculty member.

The statement of charges shall state, if applicable, the statutes and established MCCCCD policies or rules that the Full-Time Faculty member is alleged to have violated. The statement of charges shall be of such specificity that the Full-time Faculty member will be able to prepare a defense based on the statement identifying the just cause for this type of action.

The CHRO 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 email and certified U.S. mail to the Full-Time Faculty member at their place of residence as recorded in the MCCCCD records. The CHRO's recommendation will give notice to the Chancellor and the Full-Time Faculty member of the intention to formally recommend termination, which shall be more than thirty (30) days from the date of the letter, and prior to the end of the current academic year. The Full-Time Faculty member shall have five (5) business days

from the date of the email or the date of the postmark of the notice (whichever is later) to respond to the notice. Any response shall be emailed to the CHRO.

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

The CHRO will review any submitted response within ten (10) business days.

If, after reviewing the response, the CHRO, in consultation with the Office of General Counsel, determines that there is just cause for termination, the CHRO will send a Letter of Termination to the faculty member via email and certified U.S. mail at their place of residence as recorded in the MCCCCD records, or by any other means reasonably calculated to provide notice.

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

### **21.5.2.2 Hearing**

The Full-Time Faculty member shall have the right to a hearing. A request for a hearing must be filed with the CHRO within five (5) business days from the date of the letter of termination. The filing of a timely request will delay the termination procedure, pending the completion of the hearing.

Upon request by a Full-Time Faculty member, a Hearing Committee shall be constituted within five (5) business days and shall be composed of three (3) Appointive Faculty members in active paid status:

- one (1) Appointive Faculty selected by the CHRO;
- one (1) Appointive Faculty selected by the FEC President; and
- one (1) Appointive Faculty selected by the Full-Time Faculty member.

The committee member selected by the CHRO and the FEC President will be from Colleges other than the College where the Full-Time Faculty member recommended for termination is assigned. Prior to submitting the name of the committee member selected by the Full-Time Faculty member, the Full-Time 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 Full-Time Faculty member have been informed by the CHRO 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 MCCCDC and the Full-Time Faculty member and/or their 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 Full-Time Faculty member must declare, in writing, whether they wish the hearing to be public or confidential. The Full-Time Faculty member may attend the hearing; present any testimony, evidence, or statements, oral or written, on their behalf; and be represented by legal counsel or other representative. It is expressly understood that the act of participating or testifying in this process will not be subject to reprisal by the MCCCDC.

Within five (5) business days after completion of the hearing, the Hearing Committee shall provide the Chancellor and the Full-Time 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 termination 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 termination, 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 termination. The Chancellor may accept or reject the Hearing Committee's recommendation regarding termination or make their 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 Full-Time Faculty member and/or their representative and a representative of the administration to hear arguments regarding the Chancellor's and the Hearing Committee's recommendation regarding termination. This meeting will occur in an executive session that is noticed in advance as legally required unless the Full-Time 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 termination of the Full-Time Faculty member. A copy of the final decision shall be sent via email and certified U.S. mail to the Full-Time Faculty member at their place of residence as recorded in MCCCCD records. It is expressly understood that the Governing Board's decision does not diminish the Full-Time Faculty member's right to seek other legal remedies under local, state, and federal law.



## **ARTICLE 22 INVESTIGATIONS**

The primary function of an investigation is to gather evidence and provide findings in response to an allegation of misconduct against an employee. An investigator is charged with determining if the allegations are substantiated, partially substantiated, or not substantiated, by a preponderance of evidence.

Prior to initiating any investigation of a Full-Time 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 FEC President, and informing the Full-Time Faculty member being investigated unless such notification would jeopardize the integrity of the investigation or harm the institution.

Anonymous complaints may be submitted to the Office of Public Stewardship or to the Maricopa Concernline. See MCCCCD Ombuds Services for more information.

Peer review is not required 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 Equal Opportunity & Title IX Regional Directors. 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 Full-Time 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 the College Police Department. See Administrative Regulation 6.21: Workplace Violence Prevention for more information.

For Full-Time Faculty, peer review is required when evaluating a complaint and/or recommending corrective actions and/or disciplinary sanctions that require the exercise of professional judgment. If the scope of the investigation implicates concerns related to any of the four pillars of academic freedom (freedom of instruction, freedom of research and publication, freedom of extramural speech, or freedom of intramural speech), then the Peer Review Investigation Team (PRIT) or Workplace Conduct Investigator(s) will consult the Co-Chairs of the Committee on Academic Freedom.

A Full-Time Faculty member who is required to appear or respond to a matter under this Article has a right to Representation as stipulated in Article 1.

## 22.1 Peer Review Investigation

The purpose of this process is to provide an investigation that includes peer review in order to determine the validity of a complaint against a Full-Time Faculty member. Each College's Faculty Senate President will identify at least two (2) Appointive Faculty members from their College to be included on the District PRIT membership roster.

This process should not be used to evaluate student claims of discrimination or student complaints involving an academic process, such as grading, testing, or assignments.

In response to a written, signed complaint from a student, faculty member, administrator, or staff, the College President or designee may choose to initiate a Peer Review Investigation. Within fifteen (15) accountability days of the receipt of the complaint, the College President will:

- Consult with other individuals as necessary to determine whether or not
  - A Peer Review Investigation should be initiated
  - Academic freedom concerns are implicated
- Make a decision on proceeding with a Peer Review Investigation or not.
- Notify the Full-Time Faculty member being investigated (respondent) and the Faculty Senate President only if a Peer Review Investigation is being initiated.

All reasonable efforts will be taken by all parties involved throughout this process to ensure confidentiality is maintained.

To initiate a Peer Review Investigation, the College President or designee will submit a written request to the CHRO or designee. The CHRO or designee will then form a PRIT within five (5) accountability days of the request consisting of:

- one (1) VPAA or Instructional Dean; and
- two (2) Appointive Faculty members identified from the District PRIT membership roster.

Selection of the team members will avoid both apparent and actual conflicts of interest. In no instance shall the respondent's Faculty Chair or Faculty Senate President serve on the PRIT.

Within ten (10) accountability days of the formation of the PRIT, the College President or designee will meet with the PRIT to discuss the nature and scope of the investigation. Within five (5) accountability days of the meeting, the College President or designee will inform the respondent and the PRIT in writing of the scope of the investigation. At the discretion of the College President or designee the PRIT may be asked to provide recommendations as to appropriate corrective actions and/or disciplinary sanctions.

Once the nature and scope of the investigation are determined, the PRIT will conduct the investigation and submit a report that explains the results within forty (40) accountability days from the date of notification to the respondent of the scope and nature of the investigation. If the

investigation cannot be completed before the end of the current accountability period, the respondent may be asked to participate outside of accountability days, but will not be required to do so. In the event the respondent declines to participate during non-accountability, the PRIT will pause the investigation until accountability resumes. The PRIT may extend the deadline up to (ten) 10 accountability days and will communicate the reasons for the extension in writing to the College President, the respondent, and the Faculty Senate President.

The report will summarize the process of the investigation, the findings, and, if requested by the College President, recommendations for action. At the College President's discretion, the College President may implement all, some, or none of the recommendations, or institute other appropriate actions. The PRIT will simultaneously share their report with both the College President and the respondent by the deadline described above.

The College President will have fifteen (15) accountability days from receipt of the report to initiate action based on the results of the investigation. The College President may share the report with those individuals needed to ensure any actions or recommendations taken are consistent with current human resource and legal practices at both the College and District level. If appropriate, the report will be placed in the respondent's official personnel file (see Article 24).

Any additional findings by the PRIT outside the established scope of the investigation may be provided to the College President, at the PRIT's discretion, in the form of a separate supplemental document for separate consideration by the College President.

## **22.2 Workplace Conduct Investigation**

When the allegation against a Full-Time Faculty member does not require professional judgment, the investigation may be undertaken by agents granted investigative authority pursuant to MCCCCD policies and procedures or by an administratively authorized assignment or contract. For particularly complex investigations that involve matters requiring both professional judgment and matters that do not, the matters requiring professional judgment will be administered through the Peer Review Investigation process as outlined in Article 22.1.

To the extent allowed by law, a Full-Time Faculty member against whom a workplace conduct complaint is filed will be provided with both:

- A written copy of the complaint, if and when MCCCCD procedure requires, or if a preliminary review or investigation indicates that a response from the accused Full-Time Faculty member must be requested to complete the investigation and/or to comply with MCCCCD policies and procedures; and
- A written copy of the investigator's final determination or recommendations at the conclusion of the investigation.

A Full-Time Faculty member may submit a written response to the allegations at any time during the investigation, as well as a written appeal after the investigator's final determination or

recommendations have been issued. The complaint and all written statements and responses, will be appended to the investigator's official final determination or recommendations.

At the discretion of the College President, a PRIT may be convened as described in Article 22.1 for the sole purpose of reviewing the results of a Workplace Conduct Investigation and recommending appropriate action to the College President. The College President may implement all, some, or none of the recommendations, or institute other appropriate actions.

In no case shall a Full-Time Faculty member be required to appear or respond to a Written Conduct Investigation prior to receiving a written copy of the complaint.

## **22.3 Administrative Leave of Absence**

The Chief Human Resources Officer or designee may, if appropriate, place a Full-Time Faculty member on a paid administrative leave of absence at any point pending the outcome of an investigation. The paid administrative leave will be administered under Administrative Regulation 6.1. District Office Human Resources will notify the FEC President of this action.

## **ARTICLE 23 LEGAL RIGHTS**

### **23.1 Legal Rights**

Nothing in this Agreement shall be construed to deny or diminish any individual rights that All Faculty members 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 Full-Time 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 Faculty members are expected to cooperate fully.

Full-Time and Adjunct Faculty members will not be represented by counsel employed or retained by MCCCD in Grievance procedures, internal discrimination matters, employment termination, 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 Full-Time or Adjunct 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 24 PERSONNEL FILES AND** **REFERENCES**

## **24.1 Personnel Files**

Policy B-10 of the Maricopa County Community College District Staff Policy Manual applies to personnel files for All Faculty.

## **24.2 References**

Faculty leaders may at their discretion provide an external employer, who makes a request, information concerning a current or former employee'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. All related practices will ensure compliance with A.R.S. § 23-1361.

# **ARTICLE 25 INTERPRETATION OF RESIDENTIAL FACULTY AGREEMENT**

## **25.1 Interpretation of Residential Faculty Agreement**

The FEC President and a VPAA as identified by the College Presidents and Vice Presidents of Academic Affairs Council may contest interpretation of existing policy in writing to the CHRO or designee.

The CHRO or designee will meet to consult with the FEC President, a VPAA as identified by the College Presidents and VPAA Council, and the Residential Faculty Administration Collaboration Team at least once every semester to discuss any contested interpretations of existing policy.

The CHRO 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 CHRO or designee is agreed to by the VPAA Council and the FEC, the agreement will be reduced to writing for signatures by all parties and included in the Residential Faculty Agreement following Governing Board approval.

If agreement cannot be reached, the CHRO or designee, a VPAA representative, and the FEC representative will each submit a position statement to the Chancellor within fourteen (14) business 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 26 PROCESS TO REVISE THE RESIDENTIAL FACULTY AGREEMENT**

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

## **26.1 Commitment to Collaboration and Inclusion**

The Chancellor 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 MCCC and direct the faculty (including assignment) of the MCCC 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 Faculty employment.

For this reason, this Residential Faculty Agreement is adopted by the Governing Board of MCCC and the Faculty Association, which are the nonexclusive representatives of the MCCC Residential Faculty, respectively. It is understood that this Agreement is applicable to All Faculty, including those 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 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 RFACT and/or the implementation of the Residential Faculty Agreement. It is understood that the Chancellor will make a good-faith effort to honor Faculty requests for information.



## **26.2 Residential Faculty Administration Collaboration Team Composition**

The Residential Faculty Administration Collaboration Team consists of eight (8) members including:

- Four (4) Residential Faculty representatives selected by the FEC
- Four (4) Administration representatives selected by the Chancellor

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

## **26.3 RFACT Ground Rules**

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

## **26.4 Identification of Problems to be Solved**

Before the first formal RFACT meeting of the academic year, the RFACT will solicit the FEC, and the Senior Councils for any sections in the Residential Faculty Agreement that the RFACT should consider, including in its annual work plan. The Senior Councils may also submit a problem to the RFACT 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 RFACT meeting, the RFACT will vet the list of problems to be considered and will develop a shortlist of articulated problems to consider. The RFACT 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 RFACT will prioritize the problems and determine which problems, and the associated articles, to address in a given year. The RFACT will then communicate the annual work plan to the Residential Faculty, Administration, and to the Chancellor to share with the Governing Board.

In developing its annual work plan, the RFACT will also include one or more articles not yet reviewed during the most recent four-year period to ensure the entire Residential Faculty Agreement is reviewed during each four-year cycle.

## **26.5 RFACT Problem Solving Process**

The RFACT 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 Residential 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.

## **26.6 RFACT Decision Making Process**

The members of the RFACT are committed to finding solutions to problems. After consulting their constituent groups, each member shall collaborate in good faith with other RFACT 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 RFACT will again invite the Presidents' Council, FEC, and the Senior Councils to propose potential solutions addressing the interests for consideration of the RFACT. If the RFACT 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 a Waiver or Innovative Variance to the RFACT 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 Memoranda of Understanding (MOU) process;
- If the issue under consideration requires timely resolution and has previously been addressed through the MOU process, the RFACT 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 RFACT will engage in arbitration with an external arbitrator.

Once the RFACT has finalized all recommended changes to the Residential 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 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 RFACT for final determination. Once approved, the Chancellor will forward the recommended changes to the Residential 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.

## **26.7 RFACT Task Forces**

The Residential Faculty Administration Collaboration Team (RFACT) 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 RFACT. Typically, task forces will include representatives from Residential Faculty and Administration who are familiar with the issue assigned to the task force, though the FEC and Administration will be permitted to weigh in on the selection of task force members. The RFACT 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 RFACT for consideration; if the task force is unable to identify three potential solutions, it must explain to the RFACT the constraints that limited the options available. The RFACT may select one of these solutions or integrate or identify additional options to address the identified problem.

## **26.8 Training**

To ensure that the RFACT is effective in its problem-solving work and that the organization as a whole understands the problem-solving process used by the RFACT, the following groups will be trained in interest-based problem solving by an external consultant: RFACT, 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, and every new Residential Faculty member.

## **26.9 Full and Complete Agreement**

This Residential 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. 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 27 SEVERABILITY**

### **27.1 Severability**

In the event that any provision of this policy is contrary to any Residential 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 28 GUIDING PRINCIPLES THAT INFORM RFACT DECISION MAKING**

## **28.1. Guiding Principles**

The Residential Faculty Administration Collaboration Team (RFACT) will consider proposed solutions in light of these values.

### **28.1.1 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.

### **28.1.2 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.

### **28.1.3 Inclusiveness**

We value inclusiveness and respect for one another and our varied interests. We partner to empower all members of the RFACT to have a voice in decision making in order to encourage diverse and creative input that advances a culture of collaboration and institutional success.

### **28.1.4 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.

### **28.1.5 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.

### **28.1.6 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.