

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 11th day of March, 2016 by and among the Maricopa County Community College District ("MCCCD") and the Faculty Association ("Faculty"), hereafter referred to jointly as "the parties."

The parties agree to the universal procedure, which ensures comprehensive due-process, for appeal of dismissals for employees with contractual expectations of continuing employment. The universal procedure will supersede any existing procedure for appeals of dismissal in the Residential Faculty Policy. All appeals initiated after this date will proceed under the new process.

1. POLICY STATEMENT AND DEFINITIONS

1.1. Policy Statement

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

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

1.1.3. It is recognized by the Faculty and Administration that it is desirable, in order to establish the terms and conditions governing employment, for representatives to meet and confer, in good faith, about policies affecting responsibilities and benefits pertaining to Residential Faculty employment.

1.1.4. For this reason, this policy statement is adopted by the Chancellor of MCCCD and the Faculty Association, which is the nonexclusive representative of the MCCCD Residential Faculty. It is understood that this policy manual is applicable to Residential Faculty who are not members of the Faculty Association.

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

1.2. Definitions

Common Policies Committee

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

2. RIGHTS OF RESIDENTIAL FACULTY

2.1. Information

Upon written request, the Chancellor, through the office of the appropriate Vice Chancellor, agrees to provide to the elected representatives of the Faculty information that is relevant for the Meet and Confer process (see Appendix G) and/or the

implementation of the Residential Faculty Policies. It is understood that the Chancellor will make a good-faith effort to honor Faculty requests for information.

2.2. Time for Meetings

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

2.3. Use of College Facilities

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

2.4. Use of District Equipment

The Faculty shall have the right, for the purpose of member representation, to use District equipment at reasonable times at the assigned location, including word processors, computers, duplicating and media equipment, and other apparatus and material, provided such equipment is not otherwise in use. The Chancellor will make supplies available at its cost for such purposes.

3.12. Faculty Member Dismissal—Probationary and Appointive

A Faculty member who is recommended, by the College President, through the Vice Chancellor for Human Resources, for dismissal shall have access to the following due-process procedures.

3.12.1.

A written statement of charges, formulated by the College President, shall be forwarded to the Vice Chancellor for Human Resources. After review of the charges, the Vice Chancellor for Human Resources, in consultation with the MCCCC Legal Office, may recommend to the Chancellor that there exists prima facie cause for the dismissal of a Faculty member. The Vice Chancellor for Human Resources shall inform the Chancellor in writing, with a copy of the recommendation being sent (U.S. certified or registered mail) to the Faculty member at his/her place of residence as recorded in the MCCCC records. The Vice Chancellor for Human Resources' recommendation will give notice to the Chancellor and the Faculty member of the intention to formally recommend dismissal, which shall not be sooner than thirty (30) days from the date of the letter, nor later than the end of the current academic year.

3.12.2.

A written statement of charges shall be provided to the Vice Chancellor for Human Resources and the Faculty member as an attachment to the notification outlined in the preceding paragraph. The statement of charges shall state, if applicable, the statutes, policies, rules, or written objectives of the College that the Faculty member is alleged to have violated. The statement of charges shall be of such specificity that the Faculty member will be able to prepare a defense based on the statement.

3.12.3.

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

3.12.4.

Upon request, a Hearing Committee shall be constituted within five (5) business days and shall be composed of three (3) Appointive Residential Faculty members in active paid status: one (1) appointed by the Vice Chancellor for Human Resources, one (1) selected by the District Faculty Association President, and one (1) selected by the member. The committee member selected by the Vice Chancellor for Human Resources and the District Faculty Association President will be from colleges other than the college where the Faculty member recommended for dismissal is assigned. Prior to submitting the name of the committee member selected by the Faculty member to the District Faculty Association President, the Faculty member will ensure that the recommended committee member is available and eligible to serve. The committee shall be considered constituted when the Hearing Committee and the Faculty member have been informed by the District Faculty Association President of the committee's formation.

3.12.5.

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

3.12.6.

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 Section 3.13.5. Prior to the hearing, the Faculty member must declare, in writing, whether he/she wishes the hearing to be public or in executive session. The member may attend the hearing; present any testimony, evidence, or statements, oral or written, in his/her behalf; and be represented by legal counsel or other representative. It is expressly understood the act of testifying will not be subject to reprisal by the MCCCDC.

3.12.7.

Within five (5) business days after completion of the hearing, the Hearing Committee shall provide the Vice Chancellor for Human Resources and the Faculty member with a summary of the evidence that was presented during the hearing. In addition, the Hearing Committee shall render binding written findings of fact and conclusions of law and forward these along with its recommendation regarding dismissal to the Vice Chancellor for Human Resources. 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.

3.12.8.

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

3.12.9.

The Chancellor will meet with the Faculty member and/or his/her representative and a representative of the administration to hear arguments regarding the Vice Chancellor for Human Resources' and the Hearing Committee's recommendation regarding dismissal. This meeting will be an executive session unless the Faculty member chooses to have this meeting in public. The parties shall have no less than one-half hour to present their respective cases. The length of the meeting shall not exceed one (1) hour.

3.12.10.

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

7. EFFECT OF POLICY

7.1. Separability

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

7.2. Statement of Good Faith

Both parties agree that, during the course of developing this policy, each party had the opportunity to identify issues, state interests, and evaluation options. The parties further agree that all obligations and benefits herein are the result of voluntary agreement. This document contains the full and complete agreement reached on issues considered. No amendment or supplement to this policy shall be deemed effective

unless agreed upon according to the provisions of Section 2.9., reduced to writing, ratified by the Residential Faculty, and approved by the Chancellor.

7.3. Compliance Between Individual Contract and Policy

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

7.4. Renewal and Process for Successor Agreement

This agreement shall remain in full force and effect until July 1, 2016, and thereafter from year to year unless either party gives written notice of an intention to reopen negotiations no later than September 1.

7.5. Sharing of Financial Data

By September 15, using the process described in Appendix G, the Vice Chancellor of Business Services will provide the Faculty Association with the District Financial Plan and other financial information necessary for effective discussions and negotiation.

7.6. Interest-Based Negotiation Timeline and Process

7.6.1. Issues Identification and Prioritization

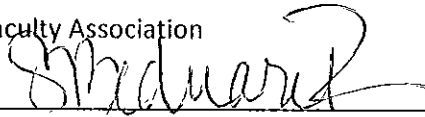
The members of the Meet and Confer Team will identify proposed negotiation issues in writing at the first formal meeting of the year that shall occur no later than September 15. During the second meeting of the year, the Meet and Confer Team will identify by consensus the initial set of issues to negotiate. Issues may include but are not limited to compensation, benefits, and working conditions.

7.6.2. Meeting Schedule

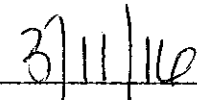
The Meet and Confer Team will meet a minimum of twice a month from September to the following April except in December and January when the team will meet once. Meetings will be three hours in duration. This schedule may be modified upon mutual consent of the team members.

1. Term of Memorandum. This MOU shall remain in full force and effect from the date below until June 30, 2016 or until modified or terminated by a written document signed by the parties, whichever occurs first. This MOU can only be extended past June 30, 2016 by written agreement signed by the parties.

Faculty Association

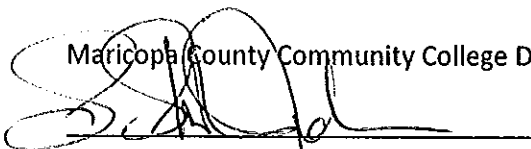


President

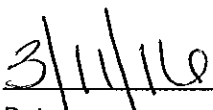


Date

Maricopa County Community College District



Vice Chancellor for HR



Date