

ADJUNCT FACULTY EMPLOYEE HANDBOOK

Published by the Maricopa County Community College District
Human Resources Division

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

*Effective January 3,
2012*



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I. INTRODUCTION

A. *Scope of Coverage*

1. **Generally.** This handbook contains personnel policies and references to administrative regulations applicable to persons employed in an instructional capacity on a part-time, semester-to-semester basis (“Adjunct Faculty”) by the Maricopa County Community College District (“District”). These policies supersede all previous written and unwritten personnel policies and guidelines and past personnel practices of the District and any current or future college policy inconsistent with the policies set forth herein. Individual colleges have created manuals, handbooks, guides and websites to convey policies, procedures, and resource references to assist Adjunct Faculty. These documents and materials cover a variety of policy and procedural areas that may be unique to a specific college, department, or division. College documents may reference or reword District policies with enhancements and extensions to detail college-related perspectives or specific procedures and resources, but cannot contradict these or any other District policy.
2. **Adoption and Amendment.** The Chancellor of the District has the sole, exclusive right and authority to create and issue this handbook. This handbook may be changed by the Chancellor at any time. Nothing in these policies creates or is intended to create an employment contract, expressed or implied.
3. **Responsibilities of Adjunct Faculty.** This handbook is maintained and updated by the District Human Resources Division (“District Human Resources”) as an electronic document on the District’s Internet web page. Adjunct Faculty are responsible for complying with the terms of this handbook.

B. *Definitions*

1. **Key Terms.**

- a. Adjunct Faculty is a person employed in an instructional capacity on a part-time, semester-to-semester basis by the District.
- b. District is the Maricopa County Community College District.
- c. District Human Resources is the Maricopa County Community College District Human Resources Division
- d. Division/Department Chair is the Chair of the Division, Department or other organizational unit of the college offering a course.
- e. ID Card is an Adjunct Faculty Identification Card.
- f. Instructional Assignment is the designated responsibility to serve as an instructor for a specific section of a course offered within the District.

2. **Abbreviations.**

- a. ADA – Americans with Disabilities Act
- b. ARS – Arizona Revised Statutes

- c. AFA – Adjunct Faculty Association
- d. ASRS – Arizona State Retirement System
- e. CMC – Concentra Medical Center
- f. EEO – Equal Employment Opportunity
- g. EOLT – Employee and Organizational Learning Team
- h. FERPA – Family Educational Rights and Privacy Act
- i. HW MWI – HealthWorks Medical Walk-In Center
- j. MCLI – Maricopa Center for Learning and Instruction

II. PRE-EMPLOYMENT

A. Application for Employment

A person desiring to apply for an Adjunct Faculty position with the District must submit an application, resume, and copies of unofficial transcripts to each college for which the person wishes to teach, or apply online at:

<http://www.maricopa.edu/employees/divisions/hr/jobs/applying/ptteaching>.

B. Americans with Disabilities Act (ADA) Accommodations for Applicants with Disabilities

An applicant for employment with the District who believes they are a qualified individual with a disability may request a reasonable accommodation in the application and selection process by notifying District Human Resources using the telephone or TTY number or address on the job announcement as soon as the applicant is aware that an accommodation may be needed. It is the responsibility of the individual with a disability to inform the District that an accommodation is needed.

C. Qualifications and Requirements

1. **Basis of Selection.** Selection of persons for Adjunct Faculty positions with the District shall be made on the basis of each applicant's knowledge, skill, ability, education, and experience as they relate to the position being filled. No employment decision shall be based upon race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status, or genetic information, except where such criteria constitute a bona-fide occupational requirement.
2. **Minimum Requirements.** An applicant for an Adjunct Faculty position must meet the following minimum requirements:
 - a. Academic Teaching Fields. The Academic Teaching fields require the following from an accredited college or university:
 - i) A master's degree in the teaching field, or
 - ii) A master's in any teaching field with 24 upper division and/or graduate semester hours in the teaching field, or

- iii) A master's in any teaching field with 18 graduate semester hours in the teaching field.
 - b. Occupational Teaching Fields. The Occupational Teaching fields require the following from an accredited college or university:
 - i) The same qualifications as those listed for Academic Teaching Fields above, or
 - ii) A bachelor's degree plus three years' work experience in field to be taught, or
 - iii) Five years' work experience in the field to be taught.
- 3. **EDU 250 or Equivalent.** An applicant for an Adjunct Faculty position must have completed or must complete within two years of date of initial hire EDU250 (Teaching and Learning in the Community College), or its equivalent, to remain eligible for employment.

D. Hiring of Relatives

A relative of any employee of the District (including Adjunct Faculty) may apply for, be considered without prejudice for, and be hired into any employment position. However, no employee of the District may be employed where a relative is within the line of supervisory authority, except as provided in the District's All Employee Groups Manual at: <http://www.maricopa.edu/employees/divisions/hr/files/managing/policy/allemppol.pdf>.

E. Conditions of Employment

- 1. **Conditions.** Adjunct Faculty must complete and/or provide the following to be employed by the District:
 - a. Form I-9 (Employment Eligibility Verification Form) and show the required documents;
 - b. Official transcripts;
 - c. Loyalty Oath;
 - d. Adjunct Faculty Employee Handbook Acknowledgment (completed prior to the initial and each subsequent Instructional Assignment); and
 - e. Other appropriate employment information or acknowledgement forms.

III. EMPLOYMENT

A. Equal Employment/Non-Discrimination

- 1. **EEO Policy.** The District is an Equal Opportunity Employer. All employees and applicants for employment are recruited, evaluated, hired, promoted, transferred, demoted, laid off, disciplined, terminated or otherwise dealt with based solely on merit, fitness for duty and such other bona-fide occupational qualifications as each individual might possess. No personnel decisions concerning any term or condition of employment shall be based upon race, color, religion, sex (including sexual violence), sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status, genetic information, or any other basis protected by federal, state or local law, except where such criteria constitutes a bona-fide occupational requirement.

2. **Non-Discrimination Policy.** The District prohibits discrimination against any applicant or employee because of race, color, religion, sex (including sexual violence), sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status, genetic information, or any other basis protected by federal, state or local law. All such discrimination is unlawful and will not be tolerated. The District is committed to taking all reasonable steps to stop and prevent discrimination.
3. **Non-Harassment Policy.** The District prohibits sexual harassment and harassment and intimidation against any applicant or employee because of race, color, religion, sex (including sexual violence), sexual orientation, gender identity, national origin, citizenship status (including document abuse), age, disability, veteran status, genetic information, or any other basis protected by federal, state or local law. All such harassment is unlawful and will not be tolerated. The District is committed to taking all reasonable steps to stop and prevent illegal harassment.
4. **Non-Retaliation Policy.** The District prohibits retaliation against any applicant or employee who participates in a protected activity. Retaliation means any action resulting from a person's protected activity or good faith opposition to illegal discrimination, that could deter a reasonable person in that person's position from filing a complaint of discrimination or serving as a witness. Protected activity means reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing of unlawful discrimination or harassment.
5. **ADA Accommodation Policy.** In accordance with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the District will make reasonable accommodation for the known physical or mental disabilities of an otherwise qualified individual (employee) with a disability unless undue hardship or a direct threat would result. An employee who requires an accommodation in order to perform the essential functions of the job the employee holds may request a reasonable accommodation pursuant to the procedure contained at:
<http://www.maricopa.edu/employees/divisions/hr/managing/special/ada>
6. **Complaint Procedure.** Adjunct Faculty or applicants for Adjunct Faculty positions who are experiencing discrimination as defined herein may file a complaint as provided on the District's Office of Equity, Opportunity and Engagement webpage at:
<http://www.maricopa.edu/legal/eo/filrep.php>.

B. Drug Free Schools and Communities Act/Drug Free Workplace Act

1. **Generally.** The District supports the Drug Free Schools and Communities Act Amendments of 1989, Public Law 101-226, and the Drug Free Workplace Act of 1988, and complies with all federal, state, and local laws pertaining to controlled substances, including alcohol. The possession, sale or consumption of a controlled substance in any premises owned and/or leased/rented by the District for approved educational purposes is strictly prohibited and will result in criminal prosecution and disciplinary action. This prohibition includes the possession, use, production and distribution of marijuana for any and all uses, including medicinal use as authorized by the Arizona Medical Marijuana Act. As a condition of employment, Adjunct Faculty shall agree to notify the District of any criminal drug

conviction for a violation which occurs in whole or in part in the District's workplace within five days of such conviction. Besides the sanctions imposed by federal and state courts concerning controlled substance violation(s), the District will respond administratively when the offense involves an employee as the offender. Sanctions may include termination of employment.

2. **Alcohol and Drug Use Prevention.** The District sponsors and/or participates in the following drug prevention activities:
 - a. Counseling services provide individual sessions on the topic of substance abuse. When necessary, counselors will provide referral services to community based agencies.
 - b. Drug and alcohol awareness workshops are offered through the District's Fitness Center Wellness Workshops.
3. **Assistance.** Campus community members who may have an alcohol or drug problem can also receive assistance by calling:
 - a. Al-Anon at 1-800-356-9996
 - b. American Council on Alcoholism at 1-800-527-5344
 - c. National Institute on Drug Abuse Hotline at 1-800-662-4357
 - d. DRUGHELP at 1-800-378-4435

C. Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act ("FERPA") affords students certain rights with respect to their educational records. These rights include the right to inspect and review records, the right to request the amendment of records, the right to provide written consent before the disclosure of certain records, and the right to file a complaint regarding failure to comply with the act. The details of students' rights and the District's and Adjunct Faculty's obligations under FERPA are located on the District's Legal Services Department FERPA and College Records webpage at: <http://www.maricopa.edu/legal/ferpa/>.

D. Smoke-Free/Tobacco-Free Environment

Effective July 1, 2012, smoking (including the use of "electronic cigarettes") and all uses of tobacco are prohibited in all District owned and leased property and facilities, including but not limited to parking lots, rooftops, courtyards, plazas, entrance and exit ways, vehicles, sidewalks, common areas, grounds, athletic facilities, and libraries.

E. Employment Status

Adjunct Faculty are "at-will" employees. This means that Adjunct Faculty may terminate employment with the District at any time, with or without notice or cause. It also means that the District can terminate the employment of Adjunct Faculty at any time, with or without notice or cause. As at-will employees, Adjunct Faculty are not guaranteed, in any manner, that they will be employed for any set period of time. Any oral or written statements or promises to the contrary are not binding upon the District.

F. Supervision

Adjunct Faculty are supervised by the Division/Department Chair or designee of the college organization unit offering the Instructional Assignment course.

G. Evaluation

The District intends to evaluate Adjunct Faculty at least once during each of the first three semesters employed, excluding the summer terms, and as appropriate thereafter. The administrative staff for the Adjunct Faculty's college(s) will determine the appropriate evaluation procedure. The Division/Department Chair or other appropriate staff member will conduct the evaluation. Adjunct Faculty teaching at multiple colleges will be evaluated separately according to each college's process.

H. Personnel Files

- 1. Personnel File.** Each Adjunct Faculty's official personnel file is maintained by District Human Resources. Each college where an Adjunct Faculty is employed may maintain a copy of the official personnel file. Only authorized personnel are permitted to view personnel files.
- 2. Rights.** Adjunct Faculty have the right to:
 - a. Review the contents of the Adjunct Faculty's personnel file(s), except confidential items including all letters of recommendation and college/university placement files which, when submitted, request confidentiality.
 - b. Be notified in writing when material (other than of routine office nature) is added to the file(s).
 - c. Request that relevant documents to be added to the file(s).
 - d. Request the removal of all inappropriate and/or obsolete documents from the file(s).
 - e. File a written response to be included whenever negative or derogatory information is placed in the file(s).
- 3. Personal Information.** Adjunct Faculty are to provide and maintain current personal information with the District including home and mailing address, phone numbers, email addresses, and emergency contacts through the District's Human Resources Management System.

I. Verification of Employment

Persons may request verifications of employment, salary, etc., in written form from:

Payroll Department
Maricopa Community College District
2411 W. 14th Street
Tempe, AZ 85281-6941

J. Identification Cards

Adjunct Faculty must have an Adjunct Faculty Identification Card (“ID Card”) for each college at which they teach and should have their ID Card with them at all times when on campus in an official capacity. An ID Card is usually obtained from the Public Safety Office but the process may vary for each college. Additional access control devices may be required for parking gates, buildings, department or room access and can be obtained through the college or department.

K. Academic Freedom, Freedom of Research and Publication

Adjunct Faculty are entitled to freedom in the classroom in discussing their subject, and should exercise every reasonable effort to ensure topics are relevant to the subject. Adjunct Faculty are entitled to freedom in research and in the publication of the results within the parameters and guidelines of the law and applicable District policies and administrative regulations.

L. Grading Rights and Responsibilities

Adjunct Faculty shall maintain the right and responsibility to determine grades and other evaluations of student performance within the parameters and guidelines of applicable disciplinary/professional standards, District policies, and administrative regulations. Grades shall be submitted by the last day of the term or as otherwise directed by the Division/Department Chair. If an Adjunct Faculty’s employment ends prior to the end of a course, grades to that point will be turned over to the Division/Department Chair in a timely and effective manner.

M. Representing Higher Education

When speaking as citizens, Adjunct Faculty will make reasonable efforts to indicate that they are not speaking for the institution, and endeavor to conduct themselves as scholars and representatives of higher education by being accurate, respecting the opinions of others, and showing appropriate professional restraint.

N. EDU 250 or Equivalent

Adjunct Faculty must have completed or must complete within two years of date of initial hire EDU250 (Teaching and Learning in the Community College), or its equivalent, to remain eligible for employment.

IV. COMPENSATION AND HOURS OF WORK

A. Beginning and End of Instructional Assignment

In order to prepare for and perform all of the duties required as part of an Instructional Assignment, employment of Adjunct Faculty by the District for each Instructional Assignment is considered to begin one calendar week before the first day of classes and end on the deadline for completion of all examinations and the submission of the final grade roster, or as otherwise directed by the Division/Department Chair. Duties related to the Instructional Assignment may arise or continue after the end date, such as required participation in student complaint or

grievance processes. Adjunct Faculty are indemnified for their acts and omissions in the course of those duties according to the terms of District policy [see § V (G) below].

B. Salary

Adjunct Faculty shall be paid a salary for each Instructional Assignment determined by multiplying the course load hours times the load hour rate of pay for Adjunct Faculty as established by Governing Board policy.

C. Cancelled Classes

Occasionally a course will be cancelled after one or more classes have been held. In such case, Adjunct Faculty will be compensated on a pro-rata basis for those classes which were held prior to the course being cancelled.

D. Pay Date & Checks

1. **Pay Date.** Adjunct Faculty are paid on a bi-weekly basis according to the District payroll calendar: <http://www.maricopa.edu/employees/divisions/hr/salary/calendars>.
2. **Paycheck Delivery.** Adjunct Faculty can arrange to receive their paycheck in one of the following ways:
 - a. Direct Deposit,
 - b. Mailed to residence, or
 - c. Picked-up at Cashier's Office.

The choice can be made by completing and submitting the forms found under "Salary" at: <http://www.maricopa.edu/employees/divisions/hr/about/forms>

Additional information related to direct deposit can be found at: <http://www.maricopa.edu/employees/divisions/hr/salary/paycheck/directdeposit>.

3. **Calculation of Pay.** Adjunct Faculty pay for any given Instructional Assignment on any given paycheck is based on a proration of length of the Instructional Assignment and the number of Instructional Assignment days in the pay period. A description of this calculation can be found at: <http://www.maricopa.edu/employees/divisions/hr/salary/paycheck/assignments>.

E. Hours of Work

For purposes of determining the District's and each Adjunct Faculty's obligation to contribute to the Arizona State Retirement System (ASRS), Adjunct Faculty are assumed to perform one hour of work outside of the classroom for each course load hour. Adjunct Faculty are not required to conduct office hours, attend meetings, or perform duties other than those directly related to an Instructional Assignment.

F. Maximum Course Load Hours

The maximum teaching load for Adjunct Faculty is nine load hours per term (fall, spring and summer). Within this limitation, Adjunct Faculty may serve at one or more colleges in the District. Exceptions to this teaching load limit may be granted only on a temporary, limited basis, under special circumstances, upon the recommendation of the involved Division/Department Chair(s) and Dean(s), and the approval of the involved College President(s). Other employment positions held by persons serving as Adjunct Faculty are considered separate from and are not counted toward the maximum teaching load limit. However, these other positions cannot involve teaching or teaching-related activities. The District's policy on maximum teaching load hours for Adjunct Faculty is at:

<http://www.maricopa.edu/employees/divisions/hr/managing/policies>.

V. BENEFITS/LEAVES OF ABSENCE

A. Tuition Waivers

1. **Waiver Policy.** Adjunct Faculty are eligible for up to six credit hours of waived tuition when they have an Instructional Assignment for a for-credit course. Adjunct Faculty may use tuition waivers any time after the beginning of their Instructional Assignment and before the end of the same fiscal year as the Instructional Assignment. No more than six credit hours of tuition waivers may be deferred to a term after the Instructional Assignment. Tuition waivers may not be deferred from one fiscal year to the next. Additional items related to the implementation of processing tuition waivers for Adjunct Faculty on a fiscal year basis include:
 - a. Depending on the number of Instructional Assignments that an Adjunct Faculty has within the fiscal year, it is possible to utilize a tuition waiver more than once within the fiscal year.
 - b. Deferred tuition waivers may be utilized to enroll in courses that begin before the end of the fiscal year including eight-week summer courses that start in Summer Session I and last from May into July.
 - c. Adjunct Faculty tuition waivers are not transferable to other parties and may only be used by the Adjunct Faculty.
 - d. If an Adjunct Faculty's Instructional Assignment is cancelled, the tuition waiver will become invalid and the Adjunct Faculty is responsible for paying the full student costs of any courses taken.
 - e. Individuals that teach as a result of dual or concurrent enrollment agreements and where the individual does not have an Adjunct Faculty Instructional Assignment with the District are not eligible for tuition waivers.

B. Arizona State Retirement System

State law requires the District and Adjunct Faculty to contribute to the Arizona State Retirement System ("ASRS") if an Adjunct Faculty works for twenty hours or more per week for twenty

weeks or more in a fiscal year. More information regarding ASRS is contained at: <http://www.maricopa.edu/employees/divisions/hr/benefits/separation/asrs>.

C. Tax Sheltered Retirement Plans

Adjunct Faculty may participate in tax sheltered supplemental retirement plans available through the District.

For more information visit:

<http://www.maricopa.edu/employees/divisions/hr/benefits/separation/tsa>.

D. Holidays

The following holidays are recognized by the District: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, Martin Luther King Day, Presidents' Day, Memorial Day, Winter Recess, and Spring Recess. Course classes generally are not held on District-recognized holidays. Exceptions may be made for intersession classes and courses provided to corporate and government clients.

E. Absences

Adjunct Faculty are expected to be present for all scheduled classes and are not compensated for absences. Professional growth funds may not be used to cover the loss of compensation due to class absences. In the event of a planned absence, Adjunct Faculty shall notify the Division/Department Chair in writing as far in advance as possible to permit the hiring a substitute. Instructional substitutes can only be arranged and/or approved by the Division/Department Chair. In such case, the Adjunct Faculty is expected to provide the Division/Department Chair with a lesson plan or prepared assignments. In the event of an unplanned absence, Adjunct Faculty shall notify the Division/Department Chair, the respective Public Safety Office and, if applicable, the Evening Supervisor, as soon as possible to ensure notification of students. Following such an event, Adjunct Faculty shall provide a written explanation to the Division/Department Chair or designee as soon as practical.

F. Leaves of Absence

- 1. Military Leave.** Adjunct Faculty who are members of the Arizona National Guard or Reserve Units are entitled to an unpaid leave of absence to attend periods of military training without jeopardizing their positions of employment. Adjunct Faculty shall notify the Division/Department Chair of the need for leave as far in advance as possible.
- 2. Jury/Witness Duty.** Adjunct Faculty shall be entitled to unpaid leave when subpoenaed for a court appearance or jury duty by the United States, the State of Arizona, a county, or a municipality, unless the Adjunct Faculty is a party in the court case in question or such court appearance is in connection with the Adjunct Faculty's personal business (e.g., traffic court, divorce proceedings, etc.). Adjunct Faculty notified of the obligation to serve on a jury or subpoenaed to appear in court shall present a copy of the notice, summons, or subpoena to the Division/Department Chair as far in advance as possible.

3. **Voting Leave.** Adjunct Faculty who are entitled to vote in a primary or general election held within the state shall be granted paid leave to vote at the beginning or end of their class, if there is less than three consecutive hours between the opening of the polls and the beginning of the class or less than three consecutive hours between the end of the class and the closing of the polls. The amount of leave granted shall be equal to three hours minus the time difference between class hours and the opening or closing of the polls.
4. **Crime Victim Leave.** Adjunct Faculty who are the victim of a crime or juvenile offense shall be granted unpaid leave to:
 - a. Be present at a proceeding pursuant to ARS Sections 8-420 or 13-4439; or
 - b. Obtain or attempt to obtain an order of protection, injunction, or other injunctive relief to help ensure the health, safety or welfare of the victim or victim's child.
5. **Family and Medical Leave.** Adjunct Faculty who have worked for the District for at least 12 months and at least 1,250 hours during the 12 months preceding the commencement of a qualifying leave of absence are eligible for Family and Medical Leave. Family and Medical Leave is an unpaid leave of absence of up to 12 weeks within a 12 month period for certain qualifying reasons. More information regarding Family and Medical Leave is contained at: <http://www.maricopa.edu/employees/divisions/hr/benefits/leaves/fmla>.

G. Indemnification

The District, to the extent legally permissible, indemnifies and defends Adjunct Faculty against claims of liability for their good faith acts or omissions arising out of, and in the course of, employment with the District or while performing duties related to the conduct of District business.

VI. DISTRICT AND COLLEGE RESOURCES

A. Professional Development

1. **College Programs.** Each college organizes adjunct faculty professional development programs differently, and such programs may be available through the college's teaching and learning, training and employee development, faculty development or employee development departments.
2. **District Programs.** The District also provides numerous programs to support teaching and learning. These include:
 - a. Maricopa Center for Learning and Instruction. To foster student success, the Maricopa Center for Learning and Instruction ("MCLI"), located at the District Support Services Center, is dedicated to supporting and advancing teaching and learning by working collaboratively with faculty, administrators, and district-wide groups to provide quality services, programs, and resources. Faculty development programs and initiatives available to Adjunct Faculty through the MCLI include:
 - i) Adjunct Faculty Professional Growth,
 - ii) Arizona Master Teacher Seminar,
 - iii) Dialogue Days,

- iv) Learning Grants,
- v) Learnshops, and
- vi) The Maricopa Summer Institute.

For more information, see the MCLI website: <http://mcli.maricopa.edu/>.

- b. Employee and Organizational Learning Team (EOLT). The Employee and Organizational Learning Team (“EOLT”) is a unit of the Center for Employee and Organizational Development Department in the District Human Resources Division. EOLT provides personal and professional learning opportunities through a variety of methods on topics relevant to Maricopa. EOLT works in partnership with colleges, departments and work units to provide resources to meet specific employee development needs. Adjunct Faculty may attend any District professional development program unless the program specifies otherwise. For more information, visit: <http://www.maricopa.edu/employees/divisions/hr/development/index>.

B. Professional Growth

Adjunct Faculty may apply for funding assistance on a reimbursement basis to attend conferences, seminars, workshops, and professional meetings that are directly related to, and will enhance and/ or update, the Adjunct Faculty's teaching skills and the learning of the Adjunct Faculty's students. The Adjunct Faculty Professional Growth Program is administered by the MCLI. For more details refer to <http://mcli.maricopa.edu/adjunct-fpg>.

C. Equipment and Facilities

Adjunct Faculty may access college facilities and may utilize equipment and intra- and inter-college mail facilities according to the procedures established by each college for the purpose of conducting District business. Equipment may not be removed from the college by Adjunct Faculty without prior written approval of the College President or designee.

D. Office Space

Each college establishes offices on a department, building or campus basis where Adjunct Faculty may counsel students, prepare classroom materials, grade papers, and have computer and telephone access.

E. Adjunct Faculty Association

The Adjunct Faculty Association (“AFA”) is a professional association that provides representation for Adjunct Faculty at the District and college level. The AFA advocates on behalf of all Adjunct Faculty by recommending and supporting ideas and concepts directly related to the critical Adjunct Faculty role in facilitating student success and improving the District's organizational effectiveness. More information about the AFA can be obtained at: <http://www.maricopa.edu/afa/index.html>.

VII. EMPLOYEE SAFETY AND WELLNESS

A. Job-Related Injuries

1. **Immediate Reporting Requirements.** Adjunct Faculty should immediately report any injury or illness which occurs during the course and scope of employment with the District to the Division/Department Chair and to Human Resources Office or Public Safety Office at the college.
2. **Seeking Medical Attention.** When medical attention is needed, in compliance with ARS 23-908 Sec. E, the employee should go to the nearest Concentra Medical Center (CMC) or HealthWorks Medical Walk-In Center (HW MWI) for initial treatment of the injury (College HR or Public Safety will know this information). In life threatening situations, 9-1-1 should be called for ambulance transport to the nearest hospital emergency room.
3. **Follow-up Reporting Requirements.** The Adjunct Faculty and the Division/Department Chair shall complete and forward the appropriate forms and reports to the District's Risk Management office within 48 hours of injury or illness.

VIII. EMPLOYEE CONDUCT AND RESOLUTIONS

A. Mission, Vision and Values

1. **Generally.** The District's Governing Board, working with input from Maricopa employees, has developed and adopted statements of Vision, Mission and Values. These serve as the guiding principles under which all employees work as One Maricopa to support student success while fostering the highest standards of personal integrity and honesty.
 - a. Maricopa's Vision. A Community of Colleges...Colleges for the Community...working collectively and responsibly to meet the life-long learning needs of our diverse students and communities.
 - b. Maricopa's Mission. The Maricopa Community Colleges provide access to higher education for diverse students and communities. We focus on learning through:
 - i) University Transfer Education
 - ii) General Education
 - iii) Developmental Education
 - iv) Workforce Development
 - v) Student Development Services
 - vi) Continuing Education
 - vii) Community Education
 - viii) Civic Responsibility
 - ix) Global Engagement
 - c. Maricopa's Values. The Maricopa Community Colleges are committed to:
 - i) **Community** - We value all people – our students, our employees, their families, and the communities in which they live and work. We value our global community of which we are an integral part.

- ii) **Excellence** - We value excellence and encourage our internal and external communities to strive for their academic, professional and personal best.
- iii) **Honesty and Integrity** - We value academic and personal honesty and integrity and believe these elements are essential in our learning environment. We strive to treat each other with respect, civility and fairness.
- iv) **Inclusiveness** - We value inclusiveness and respect for one another. We believe that team work is critical, that each team member is important and we depend on each other to accomplish our mission.
- v) **Innovation** - We value and embrace an innovative and risk-taking approach so that we remain at the forefront of global educational excellence.
- vi) **Learning** - We value lifelong learning opportunities that respond to the needs of our communities and are accessible, affordable, and of the highest quality. We encourage dialogue and the freedom to have an open exchange of ideas for the common good.
- vii) **Responsibility** - We value responsibility and believe that we are each accountable for our personal and professional actions. We are responsible for making our learning experiences significant and meaningful.
- viii) **Stewardship** - We value stewardship and honor the trust placed in us by the community. We are accountable to our communities for the efficient and effective use of resources as we prepare our students for their role as productive world citizens.

2. Employment Standards. All employees, including Adjunct Faculty, are subject to disciplinary action, up to and including termination, for violations of criminal, civil, public or District policy including:

- a. Willful and intentional violation of any state or federal law, applicable ordinance, Board policy, or District administrative regulation that affects the employee's ability to perform the employee's job.
- b. Making a false statement of or failing to disclose a material fact in the course of seeking employment or re-assignment of position within the District.
- c. Willful and intentional failure to perform job duties that have first been communicated to an employee and are within the employee's scope of employment.
- d. Willful and intentional commitment of acts of fraud, theft, embezzlement, misappropriation, falsification of records or misuse of District funds, goods, property, services, technology or other resources.
- e. Conviction of a felony or misdemeanor that adversely affects an employee's ability to perform job duties or has an adverse effect on District if employment is continued.
- f. Fighting with a fellow employee, visitor, or student, except in self-defense. Committing acts of intimidation, harassment or violence, including (but not limited to) oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm.
- g. Reporting to work under the influence of alcohol and/or illegal drugs or narcotics; the use, sale, dispensing, or possession of alcohol and/or illegal drugs or narcotics on District premises, while conducting District business, or at any time which would interfere with the effective conduct of the employee's work for the District; the use of illegal drugs; or testing positive for illegal drugs. The exception would include the consumption of

alcohol at a reception or similar event at which the employee's presence is clearly within the scope of employment.

- h. Possessing firearms or other weapons on District property, except as may be required by the job or as otherwise permitted by law.
 - i. Abandonment of one's position.
 - j. Intentional destruction or threat of destruction of District property, with malicious intent.
 - k. Performing acts or executing job responsibilities in a reckless manner that poses a threat to the physical safety of the employee or another person.
 - l. Failure by the College President, Vice Chancellor, Chancellor or other senior level administrators to notify appropriate law enforcement authorities of any potential theft of District funds or assets.
- 3. Not Eligible for Rehire.** Adjunct Faculty who are terminated or non-renewed due to a determination that the Adjunct Faculty has violated Maricopa Employment Standards set forth above, or who resign in lieu of such termination or non-renewal by agreement or otherwise, are not eligible for rehire by the District. Adjunct Faculty will be afforded notice of such a determination and an opportunity to be heard.
- 4. At-Will Employment.** The District's Employment Standards are not an express or implied contract of employment and do not create any contractual rights of any kind between the District and Adjunct Faculty. In addition, all Adjunct Faculty should understand that the Employment Standards do not modify their employment status as at-will employees. The Employment Standards are intended to clarify each Adjunct Faculty's existing obligation for proper conduct.

B. Resolution of Complaint

Adjunct Faculty seeking resolution of a complaint concerning an Instructional Assignment should first discuss the matter with the Division/Department Chair. If the matter is not resolved at that level, Adjunct Faculty may discuss it with the appropriate Vice President or designee. If the matter is not resolved at that level, Adjunct Faculty may discuss it with the College President or designee. The decision of the College President or designee is final.

ACKNOWLEDGEMENT

By my signature below I acknowledge that I have read and understand the policies contained in the Maricopa Community Colleges Adjunct Faculty Handbook. I understand the handbook contains policies, rules and regulations applicable to me that I am obligated to comply with as an employee of the District. I acknowledge that the handbook is contained on the District's internet site at <http://www.maricopa.edu/employees/divisions/hr/managing/policies> and that all changes to the handbook will be made to the electronic document on the internet site. I understand and agree that it is my responsibility to regularly check this site and read and familiarize myself with all changes, and I hereby agree to do so. I understand that the handbook is not a contract, expressed or implied. Should I have any questions about the information contained in the handbook, I will contact my Division/Department Chair or District Human Resources for clarification.

Employee Name (Please Print): _____

Employee Signature: _____

Date: _____



ADJUNCT FACULTY EMPLOYEE HANDBOOK ACKNOWLEDGEMENT – DISTRICT’S COPY

By my signature below I acknowledge that I have read and understand the policies contained in the Maricopa Community Colleges Adjunct Faculty Handbook. I understand the handbook contains policies, rules and regulations applicable to me that I am obligated to comply with as an employee of the District. I acknowledge that the handbook is contained on the District’s internet site at <http://www.maricopa.edu/employees/divisions/hr/managing/policies> and that all changes to the handbook will be made to the electronic document on the internet site. I understand and agree that it is my responsibility to regularly check this site and read and familiarize myself with all changes, and I hereby agree to do so. I understand that the handbook is not a contract, expressed or implied. Should I have any questions about the information contained in the handbook, I will contact my Division/Department Chair or District Human Resources for clarification.

Employee Name (Please Print): _____

Employee Signature: _____

Date: _____