



**MARICOPA
COMMUNITY
COLLEGES**

Chancellor's Executive Council

(Effective July 1, 2009)

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1. BASIC PHILOSOPHY

Members of the Chancellor's Executive Council shall carry out the policies of the Governing Board, shall perform the duties assigned to them by the Chancellor, and shall perform such duties and responsibilities with professional skill in order to ensure wise utilization of District resources for the implementation of the educational program. Members of the Chancellor's Executive Council report to the Chancellor.

2. GENERAL DUTIES AND RESPONSIBILITIES OF EXECUTIVES

All members of the Chancellor's Executive Council report to the Chancellor and have broad common duties and responsibilities. The specific duties and responsibilities of each executive are outlined in the relevant position description. In addition to the position description, executive personnel are responsible for the general duties outlined below:

- 2.1.** To implement District policies and programs as interpreted by the Chancellor or his/her designee.
- 2.2.** To efficiently plan, organize, and administer activities and operations in the area of individual responsibility.
- 2.3.** To keep informed of new and emerging developments and trends relating to the position and responsibilities.
- 2.4.** To advance and maintain a climate of continuous improvement by recommending new organizational structures, educational programs, and staffing complements.
- 2.5.** To establish and maintain a working climate that encourages the professional development of employees.
- 2.6.** To provide leadership that fosters and maintains effective relations with faculty, employees, students, community, and other educational institutions.
- 2.7.** To recommend and administer the unit budget within District policies and procedures.
- 2.8.** To participate on District, community, and professional committees and councils.
- 2.9.** To be cognizant and supportive of the District's Affirmative Action Plan/Guidelines and to take a leadership posture in this area.
- 2.10.** To perform other duties assigned or delegated by the Chancellor.

3. SALARY AND RELATED ITEMS

3.1. Executive Pay Structure

Changes in salary benefits and/or structures will be recommended by the Chancellor to the Governing Board.

3.2. Placement and Advancement on the Salary Schedule

- 3.2.1.** An applicant's qualifications will be evaluated at the time of initial appointment based upon validated transcripts of academic work, professional certificates, and verified related work experience. The Vice Chancellor for Human Resources or his/her designee will be

responsible for equating these qualifications to the minimum eligibility requirements.

- 3.2.2.** A person appointed or promoted to an executive position must have at least the minimum qualifications for the position.
- 3.2.3.** The Chancellor or his/her designee will recommend salary placement within the range of the CEC salary schedule.
- 3.2.4.** An executive will advance on the salary schedule pertaining to the position he/she holds, receiving one (1) step after each year of satisfactory service, up to the maximum for the position. A person employed in an executive position after April 1 will remain at the same step until July 1 of the succeeding calendar year.
- 3.2.5.** For satisfactory service with the District, a one (1) step increase will be granted to an executive not at the maximum of the salary schedule on the anniversary date ten (10) years from date of hire as an administrator/manager, faculty member or executive.
- 3.2.6.** Executives hired or promoted after January 1, 2007 can be placed between the minimum and maximum of the salary schedule. Advancement on the salary schedule beyond initial placement will be determined by the Chancellor.

3.3. Annual Salary Schedule – 2009-2010

Chancellor’s Executive Council
Salary Schedule July 1, 2009

<u>Step</u>	<u>Presidents/Vice Chancellors</u>
Step 1	\$151,783
Step 2	\$159,372
Step 3	\$166,961
Step 4	\$174,550
Step 5	\$182,140
Step 6	\$189,729
Step 7	\$197,318

3.4. Vehicle Allowance

The District acknowledges that it requires substantial travel of its executives both inside and outside of Maricopa County, much of which is conducted at other than routine business hours. Based on an evaluation of the executive’s work location and assignment, the Chancellor is authorized to compensate executives up to, but not exceeding eight hundred fifty dollars (\$850) per month for expenses associated with the use of privately owned or leased vehicles used for official District business within Maricopa county.

3.5. Discretionary Income

Members of the Chancellor’s Executive Council will be provided two hundred seventy-five dollars (\$275) per month income to compensate for out-of-pocket expenses necessitated by performance of official duties.

4. REASSIGNMENT AND TRANSFERS

4.1. Reassignment

- 4.1.1.** The Chancellor may reassign executives. The executive should be given reasonable advance notice. Should an executive be reassigned to an administrative position with a lower title or grade, he/she shall continue to receive his/her present salary until the end of the contract year or for twelve (12) succeeding pay periods, whichever is the longer. At the end of the stipulated time period, the executive will receive a salary reflective of the new administrative title, grade, and years of service with the District as determined by the Vice Chancellor for Human Resources.
- 4.1.2.** Should the Chancellor reassign an executive to the faculty unit, the executive will continue to receive his/her present salary until the end of the contract year or for twelve (12) succeeding pay periods, whichever is the longer. At the end of the stipulated time period, the executive will be assigned a salary equal to the maximum salary on the appointive salary schedule of the Residential Faculty salary schedule.
- 4.1.3.** An executive reassigned to the faculty shall have appointive status.
- 4.1.4.** Reassignment will be at the discretion of the Chancellor.

4.2. Transfers

- 4.2.1.** With the approval of the Chancellor, an executive not on probationary status, and qualified, may elect at the end of his/her contract year to leave the executive group but remain employed by the District as a faculty member. His/her salary will be equal to the maximum salary on the appointive salary schedule of the Residential Faculty salary schedule.
- 4.2.2.** An executive transferring to the faculty shall have appointive status.

5. EVALUATIONS

Evaluations shall be administered at least annually in a manner prescribed by the Chancellor. Annual evaluations will be primarily for the purpose of assisting the executive in improving performance, but may also be utilized for retention, dismissal, or transfer. Prior to forwarding the evaluation for filing, the Chancellor will allow the executive to review the evaluation and make any written comments or observation he/she deems appropriate. The executive shall sign the evaluation. A copy of the evaluation will be given to the executive for his/her file.

6. PROBATIONARY PERIOD, NON RENEWAL AND DISMISSAL

- 6.1.** An executive hired by the District will serve a one (1) year probationary period. An extension of this probationary period may be initiated by the Chancellor.
- 6.2.** An executive who is dismissed during his/her probationary period and has not attained appointive or regular status within any other M CCD employee group, will

not be eligible for reassignment or transfer to any other position within the District.

- 6.3.** Notification of nonrenewal of a contract will be transmitted, in writing, no later than February 15 for executives with one (1) year or less of service, or executives on an extended probationary period. Executives with more than one (1) year of service and not on probation will be notified by December 15. If written notification is not received as outlined above, the executive will be deemed to be reemployed for the successive fiscal year.
- 6.4.** Upon the recommendation of the Chancellor and approval of the Governing Board, an executive may be dismissed for cause during a contract period. Should an executive be recommended for dismissal, he/she will be entitled to a hearing before the Governing Board.
- 6.5.** If, during the time period covered by this policy, the Chancellor, in consultation with the Vice Chancellor for Human Resources, determines that individual multi-year agreements with members of the executive staff may be appropriate, the Vice Chancellor for Human Resources will conduct the necessary investigation and make recommendations to the Chancellor.

7. GRIEVANCE PROCEDURE

7.1. Definition

A grievance is a dispute which may arise between the parties involving the application, meaning, or interpretation of this document. The grievance procedure established here shall be the sole and exclusive internal remedy available to the executive for resolving disputes arising under this document.

7.2. Procedure

7.2.1. Step 1: Informal—Chancellor or designee

7.2.1.1. Within fifteen (15) calendar days of the time the grievance arises or within fifteen (15) calendar days of the date when the executive should have known of its occurrence, the executive, either directly or accompanied by a person of his/her choosing, should present the grievance informally to the Chancellor or his/her designee. The executive may be accompanied by a person of his/her choosing.

7.2.1.2. Within five (5) calendar days after the presentation of the grievance, the Chancellor or his/her designee shall render a decision orally to the executive.

7.2.2. Step 2: Formal—Governing Board

7.2.2.1. Within seven (7) calendar days after receiving the decision of the Chancellor or designee, an appeal of the decision may be made by the executive to the Governing Board President. Within one (1) regular board meeting after receipt of the appeal, the Governing Board, during executive session, will meet with the executive and a person of his/her choosing.

7.2.2.2 The meeting will not be a formal hearing and will be structured according to Board determination.

7.2.2.3. A written decision of the Board shall be rendered within seven (7) calendar days after the meeting and will be final and binding on the executive and the District subject to the limitations specified in this document. The function of the Governing Board will be to interpret the provisions of the document and to decide alleged violations of such provisions.

7.3. Miscellaneous

7.3.1. The grievance procedure established here shall be the sole and exclusive internal remedy available to the executive for resolving disputes arising under this document. If any subject matter which is or might be alleged as a grievance is instituted in any administrative action before a governmental board or agency, then such administrative procedures shall be the sole remedy, and a grievance under this document shall no longer exist.

7.3.2. No reprisals shall be taken against any executive by reason of participation in the grievance procedure.

8. EMPLOYEE BENEFITS

8.1. Flex Benefits

8.1.1. Comprehensive insurance program. The District provides a comprehensive insurance program called the Flexible Benefits Program.

8.1.1.1. Enrollment in the Flexible Benefits Program allows employees to apply benefit credits toward the purchase of insurance coverage. CEC personnel will receive thirteen thousand, six hundred and ninety-two dollars (\$13,692.00) flex benefit credits for 2009-2010.

8.1.1.2. The Flexible Benefits Program is open to all regular employees working twenty (20) hours or more per week. Full-time employees (those working from thirty [30] to forty [40] hours per week) will receive the full benefit credit amount. Employees who work from twenty (20) to twenty-nine (29) hours per week will receive one-half (1/2) the benefit credit amount.

8.1.2. Insurance coverage during a disability. Should an executive become disabled and upon the exhaustion of sick leave, flexible benefit credits provided by the District and selected by the employee will be paid by the District as determined by the Vice Chancellor for Human Resources.

8.2 Life Insurance

The District provides a \$20,000 group term life insurance program for all employees. In addition, the district will provide life insurance to each executive in the amount of twice the annual salary rounded off to the nearest lower five

thousand dollar (\$5000) amount in accordance with the life insurance coverage that became effective on July 1, 1986.

8.3. Annual Physical Examination/Stress Management

The District requires an annual physical examination of all executive personnel. The cost will be borne by the District up to two thousand dollars (\$2000). In addition, the executive may participate in a stress-management program. The cost will be borne by the District. Release of any medical records or information will be in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II).

8.4. Sick Leave

Sick leave shall accumulate on the basis of one hundred four (104) hours of sick leave per year.

8.5. Payment for Unused Sick Leave at the Time of Retirement or Death

8.5.1. An employee covered by this agreement who is eligible and who has a minimum of ten (10) years service credits, at the time of death or retirement, will have his/her final pay adjusted to reflect payment, on a proportional basis, for unused accumulated sick leave allowance.

8.5.2. The amount of adjustment will be computed as follows: The daily earnings of the employee will be multiplied by twenty-five percent (25%), not to exceed forty dollars (\$40) per day. This product will then be multiplied by the number of unused sick days to determine the retirement/death benefit payment. The maximum number of accumulated sick days paid will be determined as follows:

<u>Years of Service</u>	<u>Maximum Number of Days</u>
Fifteen (15)	Two hundred (200)
Ten (10)	One hundred thirty (130)

8.6. Bereavement Leave and Catastrophic Illness/Imminent Death Leave

8.6.1. Bereavement Leave (not chargeable to any other kind of leave), may be used up to but not in excess of 5 working days (40 hours) due to the death of an employee's spouse/partner, father, mother, grandfather, grandmother, child (including those under employee's legal guardianship), foster child, brother, sister grandchild, stepchild, stepfather, stepmother, or spouse's father, mother, grandfather, grandmother, or in-laws in any one incident. (Bereavement is paid leave)

8.6.2. Catastrophic Illness and Imminent Death Leave may be used up to but not in excess of 5 working days (40 hours), due to the Catastrophic Illness/Imminent Death of an employee's spouse/partner or family member of the employee or employee's spouse as follows: father, mother, stepfather, stepmother, grandfather, grandmother, child (including those under employee's legal guardianship), stepchild, foster child, brother, sister, grandchild, or in-laws in any one incident. Catastrophic Illness is defined as a sudden illness/injury which is seriously incapacitating such as those that have the potential for permanent disability or extensive hospitalization/confinement or death and requires

immediate action. (Catastrophic Illness/Imminent Death is a paid leave separate from any other leave and not chargeable to FMLA)

8.6.3. The 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.

8.6.4. In addition, travel time outside the state, not to exceed five (5) days (40 hours) for Catastrophic Illness/Imminent Death and not to exceed 5 working days (40 hours) for bereavement in any one incident, may be charged against accrued sick leave.

8.7. PERSONAL LEAVE

8.7.1. Personal leave, not to exceed 3 days (24 hours) for regular employees per year (non cumulative), may be granted for an activity which can be accomplished only on the work day involved. Examples may include assisting a relative in an emergency situation, an appointment with a professional, a funeral, etc. Personal time does not need to be pre-approved. As much advance notice as possible should be given for scheduling purposes. Personal time is not to be used routinely to come in late or leave early from work. Such absences will be charged to the employee's sick leave and are not to be substituted as vacation hours.

8.7.2. One additional day may be approved in advance by the Chancellor or designee. Such absences will be charged to the employee's sick leave.

8.7.3. Personal leave, not to exceed 4 days (32 hours for regular employees, 24 hours for teaching faculty, and 28 hours for service faculty)) per year (non cumulative), may be granted for a legal, professional, emergency, religious, or other unique activity which can be accomplished only on the day involved. Examples may include assisting a relative in an emergency situation, an appointment with a professional, a funeral, etc. Personal time does not need to be pre-approved. As much advance notice as possible should be given for scheduling purposes. Personal time is not to be used routinely to come in late or leave early from work. Personal leave will be charged to the employee's sick leave. The effective date will be January 1, 2002.

8.8. VACATION

8.8.1. Allocation. Twenty-five (25) days vacation will be allocated at the beginning of each calendar year.

8.8.2. Maximum accrual

8.8.2.1. No executive may have more than sixty-two (62) days of accrued vacation on the books on any December 31. Days in excess of sixty-two (62) on December 31 will be deleted from the executive's accrual and will be considered to be lost.

8.8.2.2. Under extreme hardship circumstances, and upon written application from an executive, the Chancellor or Vice Chancellor for Human Resources may extend the accrual date or balance.

8.8.3 Banking. The total number of days to be banked may not exceed sixty (60) days effective 1994-95.

8.9. LEAVES OF ABSENCE

8.9.1. Family and Medical Leave

Family and Medical Leave will be provided to regular full-time and regular part-time eligible employees not to exceed 12 weeks within a 12 month period for adoption or childbirth, to care for an ill child (including those under employee's legal guardianship), parent, or spouse, 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 in suspense for the employee. Upon return from FMLA leave, an employee is entitled to be returned to the position the employee held when leave commenced, or to an equivalent position. The District will continue to pay the flexible benefits for the insurance coverage selected by the employee during the Family and Medical Leave.

8.9.1.1. For the duration of Family and Medical Leave, employees will not seek, nor be employed in outside employment during their hours of accountability. The Vice Chancellor for Human Resources may grant exceptions for extenuating circumstances for individuals adversely affected by these provisions.

8.9.2. 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 9 months with up to 10 years of service, and up to 15 months with 10 or more years of service). A physician's statement, acceptable to the appropriate Quality & Employee Development 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 in suspense for the employee. Upon return from a Medical Leave of Absence, an employee is entitled to be returned to the position the employee held when leave commenced. Failure to return from a Medical Leave of Absence will result in automatic termination

8.9.3. Leave of Absence for Personal Reasons

Should an employee not be eligible for a Family and Medical Leave, a Personal Leave of Absence for personal reasons may be requested in up to 6 months increments and must be approved by the Chancellor in consultation with the Vice Chancellor for Human Resources. 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. Upon return from a Leave of Absence for Personal Reasons, an employee is entitled to be

returned to the position the employee held when leave commenced. Failure to return from an approved personal leave will result in automatic termination.

8.9.4. Leave Without Pay

- 8.9.4.1.** An executive with at least one (1) complete year of service may request, in writing, a leave without pay. This request should be directed to the Chancellor. If recommended by the Chancellor, it will be submitted to the Governing Board for consideration.
- 8.9.4.2.** A leave without pay normally will not exceed twelve (12) consecutive calendar months, and in no case may it exceed a maximum of twenty-four (24) calendar months.
- 8.9.4.3.** Upon returning to the District following a leave of absence, the executive may be assigned to the same position or one of equal grade or to a position agreed to prior to the leave (unless such position[s] are eliminated). Failure to return to work upon scheduled expiration of the approved leave will result in separation from District employment.

8.9.5. Professional Growth Leave

Professional Growth Leaves may be granted to executives for intellectual stimulation normally obtained by study, research, travel, suitable alternative work experience, or other creative activity.

- 8.9.5.1. Eligibility.** To be eligible for a leave of three (3) months or more, the executive must have worked for the District a minimum of six (6) consecutive contractual periods. Executives with one (1) year or more of service may apply to the Chancellor for leaves of shorter duration.
- 8.9.5.2. Approval.** Upon approval by the Chancellor, the request will be submitted to the Governing Board.
- 8.9.5.3. Compensation.** Compensation will be at the rate of the executive's base salary for leaves of six (6) months or less. For leaves granted in excess of six (6) months, compensation will be the base salary rate for the first six (6) months and one-half (1/2) salary for any additional period. However, the amount of compensation may be reduced should the recipient receive remuneration from any other source during the period of said leave. Such reduction will be determined by the Chancellor or his/her designee and approved by the Governing Board.
- 8.9.5.4. Return from leave.** Time spent on the leave will be considered as regular service but will not count toward time and service should the individual apply for an additional leave. An executive returning to the District following a leave will return to either the same position or to one of equal grade or to a position agreed to prior to the leave.

8.9.5.5. Additional requirements

- 8.9.5.5.1.** The recipient will be required to sign a promissory note for the leave salary. This note will be forgiven at the rate of one-half (1/2) year for each year of District service or like proportions for lesser periods of leave time following the leave.
- 8.9.5.5.2.** Requests for leave must be submitted at least six (6) months in advance of the effective date of the leave and must be accompanied by a written plan describing the purpose of the leave and its contribution to the mission and goals of the District.
- 8.9.5.5.3.** At the conclusion of the leave, the executive will be required to submit a written report of the work accomplished during the leave and indicate how he/she believes that the experience improved his/her capacity to serve the District.
- 8.9.5.5.4.** Subject to and consistent with the health insurance plans and the group life insurance plan, coverage will be continued during the Professional Growth Leave. In addition, retirement contributions, disability protection, and sick leave benefit plans will continue during the leave.

8.9.6. Administrative Leave

- 8.9.6.1.** Executives will become eligible for a two (2) consecutive month administrative leave after four (4) consecutive years of service to the District in an executive position. Administrative leaves may be approved by the Chancellor. Approval of all such leaves will be reported to the Governing Board.
- 8.9.6.2.** Additional costs to the District shall not accrue for the replacement of executives granted such leaves.
- 8.9.6.3.** As the purpose of an administrative leave is primarily that of relieving the executive of the pressure of full-time duties, any other employment which might detract from this purpose is prohibited.
- 8.9.6.4.** An executive's administrative leave shall be approved only if the executive reasonably anticipates that full-time employment with the District will continue in excess of twelve months following the executive's return from leave; however, upon a showing of good cause, the Chancellor may waive this requirement. An executive's administrative leave may be deferred to a later date if the Chancellor determines that such deferment is essential to the efficient operations of the District. Such deferment

shall not alter the four (4)-year cycle of eligibility unless agreed to by the executive and the Chancellor.

8.9.7. Moving Expenses

Newly hired members of the Chancellor's Executive Council may be reimbursed up to ten thousand dollars (\$10,000) for moving of household goods and personal effects and transportation and lodging to the new residence, excluding meals. This provision is limited to newly hired out-of-state and out-of-county members of the Chancellor's Executive Council for purposes of relocating to the Phoenix area. Moving regulations and conditions will be subject to IRS regulations.

9. EMPLOYMENT OTHER THAN BASIC CONTRACTUAL EMPLOYMENT/OUTSIDE EMPLOYMENT/CONSULTANCY ASSIGNMENTS

- 9.1.** An executive shall not engage in outside employment which will in any way interfere with his/her ability to carry out his/her assigned duties. Further, no such employment shall represent a conflict of interest in regard to the District. An executive shall have the approval of the Chancellor before accepting outside employment/consultancy assignments.
- 9.2.** Vacation time shall be used while engaging in any outside employment/consultancy assignments that occur during normal working times.

10. DURATION

This document will become effective on July 1, 2009, and continue in effect through June 30, 2010.

APPENDIX A

All provisions of this manual apply to the Chancellor's position except where items contained in the separate contract may be different or items in this manual are in conflict with Board Policy, in which case the separate contract shall take precedence over the manual. The Chancellor is not eligible for the ten (10) year increment or the annual salary adjustments as outlined in section 3.2.5.

APPENDIX B

COMMON POLICIES

There are common policies adopted by the District Governing Board that apply to all employees in the District.

Employment Requirements

Military Leave

Jury Duty

Voting in Public Elections
Governing Board Rights
Arizona State Retirement Program
Social Security Program
Hiring of Relatives
Tax Sheltered Annuities
Industrial Compensation
Tuition Waivers
Employee Policy Manual Distribution
Early Retirement