

**AGREEMENT**

**BETWEEN**

**ANNE ARUNDEL COMMUNITY COLLEGE**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500,  
SOC, AFL-CIO, CLC**

**from**

**July 1, 2025  
through  
June 30, 2028**

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## **PREAMBLE**

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN The Board of Trustees of Anne Arundel Community College (the “Board”) and the Service Employees International Union, Local 500, SOC, AFL-CIO, CLC (the “Union”).

## **ARTICLE 1 - RECOGNITION OF UNION**

### **Section 1.1 - Management Defined.**

Whenever used in this Agreement, the term “Management” shall mean the Board and/or the administrative staff designated by the Board to implement and administer the Board’s policies.

### **Section 1.2 - Exclusive Representative.**

The Board recognizes the Union as the exclusive representative of the employees defined in Section 1.3(A) of this Article, for the purpose of collective bargaining.

### **Section 1.3 - Employees in the Bargaining Unit.**

Whenever used in this Agreement, the term “employee” shall mean part-time faculty, as defined in Section 16-701(n) of the Education Article of the Annotated Code of Maryland (the “Act”), who teach at least one course that is assigned a course and section number and are designated with part-time faculty status by the President of Anne Arundel Community College, but excluding all other part-time faculty positions; all full-time faculty positions; all staff positions; all employees in another bargaining unit at Anne Arundel Community College; managerial employees; supervisory employees as defined in Section 2(11) of the National Labor Relations Act; confidential employees as defined in Section 16-701 of the Act; student assistants; part-time faculty teaching noncredit registered apprenticeship program courses; and all other employees.

## **ARTICLE 2 - MANAGEMENT FUNCTIONS**

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the mission of Anne Arundel Community College; to evaluate applicants and select individuals for employment; to evaluate employees for purposes of salary increases, retirement, classification, promotion, demotion, transfer, layoffs and recall; to discipline and discharge employees for just cause; to grant salary increases and to retire, classify, promote, demote, transfer, lay off and recall employees; to recognize employees for outstanding service and special contributions to

Anne Arundel Community College; to subcontract or use independent contractors in fulfilling the mission of Anne Arundel Community College and in undertaking any and all functions or activities for which Management might otherwise use personnel employed by Anne Arundel Community College; to determine the academic calendar, including the number and dates of work days for employees, and the commencement and ending of each work day; to expand, reduce, alter, combine, transfer, or terminate any position(s), department(s), program(s), or service(s); to allocate and expend funds and determine financial policies and procedures of Anne Arundel Community College; to control, regulate, and determine the use and location of all Anne Arundel Community College facilities, including campuses, machinery, equipment, buildings, other property, and support services; to determine the size and composition of the work force; to introduce new or improved research and operational methods; to set the standards of productivity, the services to be rendered and functions to be performed; to initiate, design, develop, adopt, modify, delete, approve, schedule, and authorize all programs to be offered by Anne Arundel Community College; to determine program content; to assign work; to determine qualifications of employees; to grant regular status to probationary employees; to establish, modify and enforce policies, rules, regulations, procedures, and standards not in conflict with an express provision of this Agreement; and, in all other respects, to plan, manage, evaluate, administer, govern, organize, control, and direct Anne Arundel Community College, its operations and personnel. Management, in not exercising any function hereby reserved to it in this Article 2, or in exercising any such function in a particular way, shall not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way.

### **ARTICLE 3 - DEFINITIONS**

#### **(A) Academic Terms.**

Academic Terms include the Fall, Winter, Spring, and Summer terms.

#### **(B) Days.**

When used in this Agreement, the word “days”, unless stated otherwise, shall mean all days during the calendar year other than Saturday, Sunday, and days that the College is closed, such as days designated as holidays by Management, spring break, winter break, or other day that the College announces that it is closed.

#### **(C) Noncredit Assignments.**

Instructional noncredit assignments are those noncredit courses that are assigned a course and section number.

Non-instructional noncredit assignments are those where a part-time faculty member is assigned tasks outlined in a Scope of Work and involve specific deliverables as determined solely by Management.

**(D) Credit Assignments.**

Credit instructional assignments are those where a part-time faculty member teaches a course that is assigned faculty load hours (FLH) and a course and section number.

Non-instructional assignments encompass tasks outlined in a scope of work, job description, or activity involving specific duties or deliverables to be accomplished by a date determined by Management.

**(E) Rank.**

Credit part-time faculty member ranks include Lecturer I, Lecturer II, Lecturer III, and Distinguished Senior Lecturer. The rank of Distinguished Senior Lecturer is available only for retired full-time faculty who have been appointed consistent with College policy and procedure.

Noncredit part-time faculty member ranks include I, II, III, and IV.

**(F) Faculty Load Hours (FLH).**

Fifteen instructional hours equates to one Faculty Load Hour (FLH).

## **ARTICLE 4 - NON-DISCRIMINATION**

Management and the Union shall comply with the provisions of all applicable laws forbidding discrimination against or in favor of any employee on account of race (including protected hair textures and hairstyles), color, creed, national origin, physical or mental disability, religion, sex, sexual orientation, age, gender identity, marital status, military status, veteran status, or union membership. Notwithstanding any other provision of this Agreement, Management shall have the right to take all actions necessary to comply with disability law, including but not limited to the authority to take actions deemed by Management to be necessary to effect reasonable accommodations. The Union and part-time faculty members shall cooperate with Management in complying with applicable law and applicable provisions of College policies and procedures.

The College is committed to equal opportunity and an environment free of discrimination and harassment, as defined by applicable law. Management will continue to publicize its non-discrimination policies and procedures, including those pertaining to sexual misconduct. Where enforcement mechanisms exist under Federal, State or local laws, alleged violations of this Article 4 shall not be subject to the Grievance Procedure of Article 5 but shall be handled in accordance with the procedures of the College.



## **ARTICLE 5 - GRIEVANCE PROCEDURE**

### **Section 5.1 - Standard Procedure.**

#### **(A) Definition of Grievance.**

A “grievance” is an allegation by a part-time faculty member and/or the Union that Management has violated an express provision of this Agreement and that such part-time faculty member has been personally aggrieved thereby.

#### **(B) Procedures.**

A part-time faculty member shall first make an effort to resolve a grievance informally. If a grievance cannot be resolved through informal discussion with an immediate supervisor, Academic Chair, Assistant Dean, Director, or Dean, it shall be processed as follows, except that a grievance based upon a recommendation for discharge shall be handled pursuant to Section 5.1(D) below. Management and the Union may mutually agree to process grievances initially at Step 3.

#### **Step 1.**

Within ten (10) days of the event giving rise to the grievance or after the part-time faculty member reasonably should have known of the event giving rise to the grievance, the aggrieved part-time faculty member (or the Union with the part-time faculty member’s express permission) may submit a written grievance to the part-time faculty member’s immediate supervisor in the part-time faculty member’s chain of command, or designee, with a copy to the Executive Director of Human Resources, or designee, and the Union. The immediate supervisor, or designee, shall schedule a meeting with the part-time faculty member to be held within ten (10) days of receipt of the written grievance, but this meeting may be waived by mutual agreement in writing between the Union and Management. The immediate supervisor, or designee, shall submit a written answer to the aggrieved part-time faculty member within ten (10) days of such meeting or the date of the agreement to waive the meeting, and provide a copy of the answer to the Executive Director of Human Resources, or designee, and the Union. Management and the Union may agree to resolve a grievance on a non-precedential basis.

#### **Step 2.**

In the event the grievance is not satisfactorily adjusted at Step 1, the Union, within ten (10) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the appropriate Dean, or designee, with a copy to the Executive Director of Human Resources, or designee, and the Union. The Dean, or designee, shall schedule a meeting with the aggrieved part-time faculty member and representative of the Union, to be held not more than fifteen (15) days after receipt of the Step 2 appeal. The Dean, or designee, shall submit a written answer to the aggrieved part-time faculty member within fifteen (15) days after the Step 2 meeting, with a copy to the Executive Director of Human Resources, or designee, and the Union.

### **Step 3.**

In the event that the grievance is not satisfactorily adjusted at Step 2, the Union, within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Provost/Vice President for Learning, or designee, with a copy to the Executive Director of Human Resources or designee and the Union. The Provost/Vice President for Learning, or designee, shall schedule a meeting with the aggrieved part-time faculty member and representative of the Union, to be held not later than fifteen (15) days after receipt of the Step 3 appeal. The Provost/Vice President for Learning, or designee, shall submit a written answer to the aggrieved part-time faculty member within fifteen (15) days after such meeting, with a copy to the Union.

#### **(C) Written Presentation.**

All grievances presented at Steps 1 through 3 of this Section 5.1 shall be in writing on a form agreed to by the parties, signed by the aggrieved part-time faculty member (or by the Union with the part-time faculty member's express permission), and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved part-time faculty member, or the grievance shall be deemed to have been waived.

#### **(D) Procedure in Cases of Discharge.**

Before a discharge becomes effective, a part-time faculty member recommended for discharge under Section 7.2 of this Agreement shall receive written notice of the basis for the recommendation, the evidence against them, and the opportunity to present their side to the recommending authority. A grievance regarding a recommendation for discharge shall be filed with the Executive Director of Human Resources, or designee, within ten (10) days of the date of the recommendation. The Executive Director of Human Resources, or designee, shall process the grievance at Step 3 of the grievance procedure. Decisions by Management to not issue a contract for a subsequent term are not considered discharges.

#### **(E) Union Representation.**

##### **(1) Copies of Written Grievances.**

Upon receipt of a written grievance or written appeal submitted by a part-time faculty member in accordance with the procedure set forth in Steps 1 through 3 of this Section 5.1, Management shall furnish a copy of same to the Union. A copy of any written answer of Management under Steps 1 through 3 of this Section 5.1 shall be forwarded to the Union simultaneously with its submission to the aggrieved part-time faculty member.

##### **(2) Representation at Grievance Meetings.**

A part-time faculty member may be represented at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Section 5.1 by a Union representative unless the aggrieved part-time faculty member decides to represent themselves. If a part-time faculty member

decides to represent themselves, a Union representative may attend the meeting as an observer only.

## **Section 5.2 - Arbitration.**

### **(A) Election of Arbitration.**

The Union, with the written concurrence of the aggrieved part-time faculty member, may submit a grievance that has been properly processed through the procedure set forth in Section 5.1 of this Article to final and binding arbitration. The election of arbitration shall be made by submitting written notice of such intent, signed by both the aggrieved part-time faculty member and a Union representative, to the Executive Director of Human Resources, or designee, within ten (10) days after receipt of the answer at Step 3 of Section 5.1(B) of this Article.

### **(B) Selection of Arbitrator.**

Unless the parties agree upon the selection of an arbitrator, such selection shall be in accordance with the procedures of the Federal Mediation and Conciliation Service or American Arbitration Association, as mutually agreed by Management and the Union.

### **(C) Jurisdiction of Arbitrator.**

The jurisdiction and authority of the arbitrator of the grievance and the opinion and award of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Union and Management. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of Management and the Union. The opinion and award of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

### **(D) Fees and Expenses of Arbitration.**

The fees and expenses of the arbitrator shall be shared equally by the parties.

## **Section 5.3 - Time Limitations.**

Whenever used in this Article 5, the word “days” shall mean all days during the calendar year other than Saturdays, Sundays, and days that the College is closed, such as days designated as holidays by Management, spring break, winter break, or other day that the College announces that it is closed. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual agreement of Management and the Union. All meetings referenced in this Article shall be scheduled at a date and time mutually agreed to by

the parties. If the Union or the aggrieved part-time faculty member fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If Management fails to comply with any time limits set forth in this Article, the grievance shall automatically proceed to the next step.

#### **Section 5.4 - Method of Delivery.**

For the purposes of this Article, a grievance, appeal, or Management answer is “submitted” only if it is delivered by hand to the office of the appropriate person as set forth in Section 5.1, emailed to the employee’s College email account, Management representative’s(s’) College email account, or Union representative’s Union email account, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

### **ARTICLE 6 - SENIORITY**

#### **Section 6.1 - Definition.**

As used in this Agreement, part-time faculty with the longest service as part-time faculty at the College shall be considered the most senior. For purposes of this Article 6, seniority is based on the employee’s date of hire to a position providing teaching service to the College. If there are multiple part-time faculty members with the same seniority, the total cumulative number of classes taught will be used as the tie breaker.

#### **Section 6.2 - Termination of Seniority.**

A part-time faculty member’s seniority shall terminate without recourse under the provisions of this Agreement if the part-time faculty member voluntarily resigns, is discharged for cause, or does not provide teaching services under this Agreement for more than eighteen (18) consecutive months. If the part-time faculty member is reemployed at a later date, their seniority will be based on the start date of the first term for which the part-time faculty member is reemployed. The termination of seniority shall not affect a part-time faculty member’s rank should the part-time faculty member become reemployed.

For purposes of this Article 6, “teaching service” means (a) teaching a course or courses that is/are assigned faculty load hours (FLH), a course number, and a section number (credit part-time faculty members); or (b) teaching a course or courses that is/are assigned a course and section number (noncredit part-time faculty members).

#### **Section 6.3 - Consideration of Seniority in Assignment.**

If, after all course sections have been assigned in a term, a course section becomes available because of enrollment demands or because a part-time faculty member is unable to fulfill the assignment and Management determines that the course section will be assigned to existing part-time faculty, Management shall, in its discretion, determine the qualifications and the factors involved in selection of those part-time faculty members available to teach the course.

If Management determines that qualifications and factors are equal between part-time faculty members, the part-time faculty member having the earliest seniority date shall first be offered the assignment.

#### **Section 6.4 - Probationary Period for Newly Hired Part-Time Faculty Members.**

A part-time faculty member hired after January 1, 2025 shall be considered a “probationary” part-time faculty member until they have provided satisfactory teaching services at the College for two (2) academic terms following their date of hire or, for reemployment, the start date of the first term for which they are reemployed. For credit part-time faculty, academic terms include the Fall, Winter, Summer, and Spring terms. For noncredit part-time faculty, academic terms mean the four (4) noncredit terms. Non-overlapping credit and noncredit terms may be used to achieve the requisite threshold to be released from probationary status. Management may, in its discretion and for good reason, extend the probationary period for additional time, up to one (1) additional academic term or noncredit term. The discipline, discharge, or non-assignment of a probationary part-time faculty member shall not be the subject of a grievance under Article 5 of this Agreement.

### **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

#### **Section 7.1 - Scope.**

No part-time faculty member will be disciplined or discharged from employment without just cause and due process. Disciplinary action may be taken to correct an employee’s inappropriate behavior or as a means of causing an improvement in performance to an acceptable level.

#### **Section 7.2 - Discipline and Discharge.**

Management subscribes to the tenets of progressive discipline to provide a structured corrective action process, however Management may in its discretion, warn, reprimand, place on probation, suspend, or discharge part-time faculty without first providing progressive discipline when circumstances warrant.

##### **(A) Verbal Warning.**

A verbal warning may be issued following a discussion between an immediate supervisor, Academic Chair, Assistant Dean, Director, or Dean and a part-time faculty member, and its issuance noted for future reference by the immediate supervisor, Academic Chair, Assistant Dean, Director, or Dean.

##### **(B) Written Reprimand.**

A written reprimand indicating the nature of the problem including references to prior reprimands and verbal warnings, and the necessary corrective action, may be issued following a

discussion with the part-time faculty member. The written reprimand shall be signed by the immediate supervisor, Academic Chair, Assistant Dean, Director, or Dean and copies provided to the part-time faculty member and the Executive Director of Human Resources, or designee.

**(C) Probation.**

A part-time faculty member may be placed on probation when the immediate supervisor, Academic Chair, Assistant Dean, Director or Dean, after consideration of all the circumstances, determines the part-time faculty member's performance and/or conduct is serious enough to warrant monitoring of the part-time faculty member for a period of time to prevent additional performance issues and/or conduct from occurring. Prior to being placed on probation, the immediate supervisor, Academic Chair, Assistant Dean, Director, or Dean will have a discussion with the part-time faculty member. Probation is typically, but not always, reserved for unique circumstances in which there are circumstances warranting probationary status in lieu of other discipline, discharge, or non-appointment of part-time faculty.

**(D) Suspension Without Pay.**

A part-time faculty member may be suspended without pay for a specified period of time when disciplinary action more severe than a written reprimand, but less severe than discharge is warranted in the judgment of Management. After affording a part-time faculty member an opportunity to be heard, the Executive Director of Human Resources, or designee, may impose the suspension based upon the recommendation of the immediate supervisor, Academic Chair, Assistant Dean, Director, or Dean. A letter of suspension shall be provided to the part-time faculty member and to the Union.

**(E) Discharge.**

A part-time faculty member's employment with the College may be terminated for just cause when the part-time faculty member's performance or behavior is not meeting the legitimate expectations of Management, and the notice procedures of Section 5.1(D) of this Agreement have been followed.

**(F) Timeliness.**

Management will issue disciplinary action in a timely fashion, taking into account all relevant facts and circumstances surrounding the event, as determined by Management in its sole discretion. Discipline should normally be issued within 45 days of the conduct giving rise to discipline or when Management should have reasonably known of the conduct. Where Management issues discipline later than 45 days of the conduct giving rise to discipline or when Management should have reasonably known of the conduct, Management shall provide a justification.

Discipline and discharge are subject to the Grievance Procedure in Article 5. After four (4) terms (spring, summer and fall) in which a part-time faculty member has taught at the College without any further disciplinary action, a part-time faculty member may submit a written

request to the Executive Director of Human Resources for removal of such disciplinary actions. Upon the written request, such disciplinary actions may be removed from the part-time faculty member's personnel file. If the request is denied, the Executive Director of Human Resources, or designee, will discuss the issue with the part-time faculty member and a Union representative, if the part-time faculty member asks to do so.

### **Section 7.3 - Union Representation.**

A part-time faculty member may request that a representative designated by the Union be present at any meeting that is investigatory or is to administer discipline. Whenever Management is investigating conduct which might reasonably lead to disciplinary action against the part-time faculty member, at the part-time faculty member's option, the part-time faculty member shall have the right to Union representation at any meeting with the part-time faculty member pertaining to the investigation or imposition of discipline against the part-time faculty member. If a Union representative is not immediately available, the meeting shall be rescheduled at a time when a Union representative can be available. However, if the Union has not provided a representative who can attend the meeting within three (3) days of the initial scheduled meeting date, the meeting may be held without representation. Provided further, that if the designated representative is a bargaining unit employee, the College will seek to schedule the meeting at a time when the part-time faculty member is not scheduled to teach.

### **Section 7.4 - Administrative Leave.**

Management may place a part-time faculty member on paid administrative leave pending an investigation concerning an allegation of misconduct by the part-time faculty member. Such paid administrative leave shall not be considered to be a disciplinary action that is subject to the just cause standard.

### **Section 7.5 - Failure to Offer Assignment.**

Each assignment ceases at the end of the designated period. The expiration of an assignment, or Management's failure to offer an assignment in the current and/or a future term shall not be considered discipline or discharge and shall not be subject to the just cause standard but shall instead be subject to the provisions of Article 8 of this Agreement (for part-time credit faculty) and Article 9 (for part-time noncredit faculty).

## **ARTICLE 8 - ASSIGNMENTS (CREDIT)**

### **Section 8.1 – Assignments.**

#### **(A) Scope.**

Assignments to teach a course or to provide other services as a credit part-time faculty member may be made only by the Dean, or designee. Assignments shall be made by written notification from Management. The listing of a course in the College's Schedule of Classes does

not constitute an assignment. Unless specifically limited by this Article 8, decisions regarding who is taught and enrolled in courses, what is taught, how it is taught, where it is taught, and who does the teaching involve academic judgment and shall be made in Management's sole discretion. For purposes of this Article 8, a part-time faculty member is in "good standing" if they have not been issued written or greater discipline.

**(B) Instructional Assignments.**

Instructional assignments are those where a part-time faculty member teaches a course that is assigned faculty load hours (FLH) and a course and section number. Instructional assignments shall be made for a period of a term, part of an academic year, or for an entire academic year, in Management's discretion.

**(C) Non-Instructional Assignments.**

Non-instructional assignments encompass tasks outlined in a scope of work, job description, or activity involving specific duties or deliverables to be accomplished by a date determined by Management. Non-instructional assignments are made for a period of a term, part of an academic year or, in special circumstances, for a longer period, in Management's sole discretion.

**Section 8.2 - Administration of Assignments.**

**(A) Scope.**

Management and the Union recognize that it is in the best interests of the College and its part-time faculty to make course assignments as early as possible. Management shall, if practicable and in consideration of subject matter expertise, offer assignment(s) to existing part-time credit faculty members before hiring new part-time credit faculty members in a term.

The assignment of courses, as determined by Management, may be different based on the department or school. Assignment of courses for noncredit faculty is set forth in Article 9.

**(B) Requesting Assignment.**

To ensure that Management has sufficient information to make course assignments in as timely a manner as is possible, a part-time faculty member who desires consideration for a course assignment(s) in a subsequent term or academic year must notify Management of this desire by returning the electronic Faculty Staffing Form provided by Management (or equivalency, if the form or process is changed) at least thirty (30) calendar days prior to the start of the next term, session, or course, as appropriate under the circumstances, and as determined by Management. Requesting a course assignment(s) by returning the Faculty Staffing Form does not guarantee that the request for specific courses or sections will be granted.



**(C) Offer of Assignment.**

After receipt of the Faculty Staffing Form from current part-time faculty members, Management will offer a course assignment(s) to the part-time faculty through the part-time faculty member's College email (or similar mechanism if the IT systems are modified), if a course is available. This offer will be made with the good faith assumption that the course will meet the minimum enrollment requirement to run. If the minimum enrollment requirement is not met, Management will attempt to find a replacement section for the part-time faculty member. If none is available, Management will notify the part-time faculty member within one (1) week of the start of the term, session, or course, as appropriate under the circumstances, and as determined by Management.

**(D) Acceptance of Assignment.**

A part-time faculty member who is provided notice of a course assignment(s) for a term, session, or course must notify Management through College email (or similar mechanism as determined by the College) of the acceptance of the course assignment(s) within two (2) days of receiving notice of the assignment. Once an assignment has been accepted and a contract has been prepared, the part-time faculty member shall sign their contract in MyAACC (or similar platform as determined by the College) prior to the first day of class. A part-time faculty member is not authorized to begin teaching a course until their contract is signed.

**(E) Failure to Receive Offer of Assignment.**

If a part-time faculty member who has expressed a desire for a course assignment(s) has not received notice of the course assignment(s) within two (2) weeks prior to the start of the next term, session, or course for which the assignment was requested, the part-time faculty member shall promptly notify the Dean, or designee, via College email to ensure consideration of a course assignment(s).

**(F) Termination of Assignment.**

A part-time faculty member who has accepted a course assignment(s) shall notify the Dean, or designee, at least one (1) week prior to the start of the term, session, or course of their inability to fulfill the assignment(s), except in circumstances beyond the part-time faculty member's reasonable control.

**(G) Notice.**

Each school shall provide electronic notification to part-time faculty of the requirements and deadlines for applying for a course assignment(s) for the next term, session, or course. The Faculty Staffing Form shall include a means by which eligible part-time faculty may electronically submit requests for Good Faith Consideration pursuant to Section 8.3.

### **Section 8.3 - Good Faith Consideration for Instructional Assignments.**

#### **(A) Scope.**

Part-time faculty teaching credit courses who have been assigned courses with a course and section number for three (3) terms within the immediately preceding three (3) academic years and who are in good standing (meaning, not on performance management, no negative evaluations, and no discipline within the immediately preceding two (2) academic terms that were taught) shall be given Good Faith Consideration for assignment to courses with a course and section number in subsequent academic years by the term in which courses are assigned (previous Fall to Fall; previous Spring to Spring).

Good Faith Consideration applies only to credit assignments; it does not apply to noncredit assignments under Article 9.

#### **(B) Requests for Good Faith Consideration.**

A part-time faculty member's request for Good Faith Consideration shall be made using the Faculty Staffing Form (or equivalent if the form is changed) provided by Management at least one month prior to the start of the next term, session, or course. At the time of such application, the part-time faculty member shall disclose any additional pending requests for Good Faith Consideration. Good Faith Consideration course assignments are provided for the course(s) in the amount of FLH for courses with a course and section number that were taught in the previous corresponding term, session, or course (previous Fall to Fall; previous Spring to Spring). A part-time faculty member's request to regain lost FLH under subsection (E) of this Section 8.3 must also be made at this time through the Faculty Staffing Form process.

#### **(C) Good Faith Consideration.**

In this Article 8, a part-time faculty member with Good Faith Consideration means that Management may deny, reduce, or cancel the course assignment(s) of the part-time faculty member only in the following circumstances:

- (1) elimination or downsizing of a department or program, or a reduction in the number of courses or sections offered in a term;
- (2) creation of a full-time position that absorbs existing courses taught by part-time faculty;
- (3) cancellation of a course or section due to under-enrollment, as determined by Management in its sole discretion, except that the cancellation of a course in a term shall not impact a part-time faculty member's other assignment(s);
- (4) determination by Management of a need to assign course(s) to full-time faculty;

- (5) unsatisfactory performance of a part-time faculty member, as evidenced from classroom observations, student evaluations, student or other complaints, or the part-time faculty member's failure to correct a performance problem identified by the Dean, or designee; except that student evaluations alone shall not be used as the exclusive basis to deny, reduce or cancel a part-time faculty member's assignment(s);
- (6) discharge, misconduct, or neglect of duties, resulting in written or greater discipline of the part-time faculty member;
- (7) where a part-time faculty member exceeds the FLH limits set forth in Section 10.1(A) of this Agreement in a term or in an academic year, unless the part-time faculty member can establish that they were authorized to do so by the Dean or Dean's designee and the Provost/Vice President for Learning, or designee;
- (8) other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of the College, as determined by Management in its sole discretion.

A part-time faculty member whose assignment is denied, reduced, or cancelled under this Section 8.3 may request that the Dean, or designee, identify which of these circumstances caused the loss.

**(D) Loss of Good Faith Consideration Due to Performance.**

If a part-time faculty member entitled to Good Faith Consideration is denied assignment(s) for reasons related to the part-time faculty member's classroom performance, Management shall notify the part-time faculty member of this fact and provide the part-time faculty member with a description of the concerns and resulting conditions under which the part-time faculty member may be considered for assignments in the future. If Management determines that the part-time faculty member has fulfilled the conditions imposed, the part-time faculty member shall be considered for future assignments. The part-time faculty member shall again be entitled to Good Faith Consideration after satisfactory teaching of a course for two (2) terms in two (2) consecutive academic years.

**(E) Opportunity to Regain Lost FLH.**

A part-time faculty member who loses Good Faith Consideration for FLH or courses with a course and section number pursuant to the provisions of Section 8.3(C)(1) or (3) of this Article 8, and who desires to regain the amount of lost FLH, must request consideration for the opportunity to do so through the Faculty Staffing Form provided by Management. In such circumstances, Management will consider reinstating Good Faith Consideration, if warranted, for the amount of FLH lost for a course or courses with a course and section number that the part-

time faculty member is qualified to teach and has taught, provided that the course(s) is/are not taught by other employees with Good Faith Consideration.

#### **Section 8.4 - Course Titles, Content, Modality, Course Shell, and Accessibility.**

Nothing in this Agreement shall prevent Management in its sole discretion from modifying the title, content, modality, course shell, or accessibility requirements of a course that a part-time faculty member has been assigned to teach. Part-time faculty shall be notified of changes in the course title, content, modality, course shell, or accessibility requirements of the courses they have been assigned and shall be required to modify the course in accord with those changes.

### **ARTICLE 9 - ASSIGNMENTS (NONCREDIT)**

#### **Section 9.1 – Noncredit Assignments.**

##### **(A) Instructional Assignments.**

Instructional Assignments are those where a part-time faculty member teaches a course that is assigned a course and section number.

##### **(B) Non-Instructional Assignments.**

Non-instructional assignments encompass tasks outlined in a Scope of Work, involving specific deliverables to be accomplished by a date determined solely by Management.

Non-instructional assignments may also be designated under Temporary Employment status for routine tasks occurring at specified intervals as determined solely by Management. Such assignments are open to new hires, current employees, or separated employees in good standing, subject to Management's discretion.

#### **Section 9.2 - Administration of Assignments.**

##### **(A) Requesting Assignments.**

To ensure that Management has sufficient information to make assignments in as timely a manner as is possible, a part-time faculty member who desires consideration for assignment(s) for a subsequent noncredit term or fiscal year must notify Management of this desire by returning the Faculty Staffing Form (or equivalent form if the process is changed) provided by Management by October 1 for the noncredit winter term, January 1 for the noncredit spring term, March 1 for the noncredit summer term, and May 1 for the noncredit fall term. Requests for assignments are not a guarantee that the request will be granted.

**(B) Offer of Assignment.**

Pursuant to receipt of the Faculty Staffing Form, Management will make an offer of assignment to the part-time faculty member through the employee's College email (or similar mechanism if the IT systems are modified) if a course is available and offered. This offer will be made with the good faith assumption that the course will meet the minimum enrollment requirement to run. If the minimum enrollment is not met, Management will attempt to find a replacement section for the part-time faculty member. If none is available, Management will notify the part-time faculty member within one (1) week of the start of the term or as soon as practicable upon learning of the need for a replacement noncredit part time faculty member.

**(C) Acceptance of Assignment.**

A part-time faculty member will be notified via their College email of assignment(s) for a noncredit term by issuance of a contract within two (2) weeks before the term starts. The part-time faculty member must approve the contract electronically in MyAACC (or similar mechanism as determined by the College) within two (2) weeks of receiving the email notification. If a part-time faculty member has provided notice to the Dean and the Director that the part-time faculty member would be unreachable for a specified period, the part-time faculty member shall provide notice of acceptance of the assignment within one (1) week of the specified date on which the part-time faculty member would be available.

**(D) Failure to Receive Notice of Assignment.**

If a part-time faculty member who has expressed a desire for assignment(s) has not received notice of an assignment by the 15th of the month preceding the start of a noncredit term, the part-time faculty member shall promptly notify the Dean and the Director of the department in which the assignment is desired to ensure consideration of an assignment.

**(E) Termination of Assignment.**

A part-time faculty member who has accepted assignment(s) shall notify the Dean, or designee, at least one (1) week prior to the start of the term of the part-time faculty member's inability to fulfill the assignment(s), except in circumstances beyond the part-time faculty member's reasonable control.

**(F) Notice.**

The Director of the department within Continuing Education and Workforce Development shall provide email notification to the part-time faculty member of the requirements and deadlines for applying for assignments for the next term.

**Section 9.3 - Course Titles, Content, Modality, Course Shell, and Accessibility.**

Nothing in this Agreement shall prevent Management in its sole discretion from modifying the title, content, modality, course shell, or accessibility requirements of a course that

a part-time faculty member has been assigned to teach. Part-time faculty shall be notified of changes in the course title, content, modality, course shell, or accessibility requirements of the courses they have been assigned and shall be required to modify the course in accordance with those changes.

## **ARTICLE 10 - WORKLOAD**

### **Section 10.1 - Professional Responsibilities.**

#### **(A) Maximum Assignment of Faculty Load Hours.**

Credit part-time faculty may be assigned up to nine (9) FLH (combined) of instruction or non-teaching duties in a single term. Additional FLH above nine (9) may be assigned at the discretion of Management. The cumulative load shall not exceed 15 FLH for the fall and spring terms. These limits apply to credit, developmental, and noncredit Continuing Education and Workforce Development (CEWD) instruction or any combination thereof. Any exceptions pursuant to this Section 10.1 require a written recommendation from the part-time faculty member's immediate supervisor, or designee, and require approval by the Dean and Provost/Vice President for Learning, or designee before part-time faculty are assigned more than nine (9) FLH in a single term.

Noncredit part-time faculty shall be assigned no more than 150 hours, combined, of instructional and non-instructional assignments per quarter and no more than 600 hours per fiscal year, inclusive of credit instructional hours for part-time faculty members who teach both credit and noncredit courses.

#### **(B) Responsibilities of Part-Time Faculty.**

Part-time faculty members shall, as a part of an assignment: conduct assigned classes in the area of employment in accordance with the catalog course description, course syllabi, course outline, course outcomes, and the stipulations of the College; hold every scheduled class for the full scheduled minutes during the scheduled time in the scheduled location, including the final examination, which must be held during final exam week; maintain standards of teaching consistent with the standards of the department and the College; seek out means of improving instruction through professional development activities, professional organizations, meetings and workshops, and the current literature of the field; adjust, insofar as possible, teaching methods to meet student needs; submit mid-term grades and final grades to the Registrar's office, in accordance with established deadlines; submit a copy of syllabi, final examinations, and any materials requested, to the Dean, or designee; be available for student consultation; regularly check and respond to College issued e-mail and pick up mail from assigned mailboxes on campus; complete necessary work regarding student incomplete status; comply with College expectations regarding academic integrity; perform all work required for independent studies; and comply with College expectations regarding learning outcomes. Professional responsibilities include the successful completion of mandatory training required by the College; participation in learning outcomes, course and section assessment activities; and completion of

other tasks as assigned by Management, including, but not limited to online course development and ensuring course accessibility standards are met. Part-time faculty members are encouraged to participate in departmental, school, and campus meetings of a professional nature. The responsibilities of part-time faculty members, as determined by Management, may be different based on the school, department, division, campus, and whether the part-time faculty member teaches credit or noncredit courses.

## **ARTICLE 11 - COMPENSATION AND BENEFITS**

### **Section 11.1 - Pay Rate.**

Management recognizes that part-time faculty should be compensated for the contributions they make, through instructional excellence, to the quality of our students' education and to the successful completion of their academic goals. Management is committed to enhancing employee compensation, in addition to support and resources, over a reasonable period, that recognizes the value of instruction in student success at Anne Arundel Community College.

The Pay Schedule for part-time faculty set forth in Appendix One to this Agreement is part of this Agreement and shall be the pay rate for part-time faculty and reflects the goal of reaching the objective set forth above. Management will make available a schedule of dates on which part-time faculty will be paid each term. Management may pay exception rates that exceed the rates set forth in Appendix One where there is good reason to pay such part-time faculty at a higher rate.

### **Section 11.2 - Rate of Pay for Substitution.**

A part-time faculty member who substitutes in a course session shall be paid the pro rata share of the course session, which shall be determined by dividing the product of the part-time faculty member's pay rate set forth in Appendix One and the number of FLH assigned to the course by the number of scheduled course sessions. A noncredit part-time faculty member who substitutes in a course session will be paid at the rate corresponding to the substitute's rate for the time spent teaching in the course session.

### **Section 11.3 - Rate of Pay for Tutoring (Only Part-Time Faculty Who Also Tutor)**

The tutoring pay rate for credit part-time faculty in the bargaining unit who perform tutoring services, other than peer tutoring, in addition to their part-time faculty duties will be determined by dividing the credit part-time faculty member's pay rate (based on the applicable rate for that part-time faculty member as set forth in Appendix One) divided by 15 and then divided by 2 ((meaning Rate of Pay for Tutoring = ((Applicable Pay Rate/15)/2))).

The tutoring rate of pay for noncredit part-time faculty who perform eligible tutoring services, as determined by the College, in addition to their part-time faculty duties will be equal

to the faculty member's pay rate (based on the applicable rate for that part-time faculty member as set forth in Appendix One).

Inclusion in this Agreement of the formula for determining the rate of pay for tutoring as set forth in this Section 11.3 has no bearing on the composition of the bargaining unit.

#### **Section 11.4 - Workers' Compensation.**

Part-time faculty shall be eligible for workers' compensation benefits to the extent permitted by applicable law.

#### **Section 11.5 - Failure to Achieve Projected Revenues.**

This Agreement is dependent upon receipt by the College of the revenues projected by Management as necessary to implement the Agreement. Should revenues fall below the levels necessary to implement this Agreement, Management shall immediately notify the Union of the shortfall in revenues and of its proposals, if any, for such modifications of this Agreement as are, in the judgment of Management, made necessary by the shortfall. Thereafter, Management and the Union shall promptly meet and bargain in good faith in an attempt to reach an agreement that can be implemented within the revenues received by the College.

#### **Section 11.6 - Initial Salary Placement.**

##### **(A) Credit Faculty.**

Upon initial hire, credit faculty will be placed at the Lecturer I or Lecturer II level.

##### **(B) Noncredit Faculty.**

Upon initial hire, noncredit faculty will be placed at the appropriate noncredit faculty rank (I, II, or III) in accordance with the College's established policies and procedures.

#### **Section 11.7 - Employment in Other Faculty Positions.**

Nothing in this Agreement prevents a part-time faculty member from applying for a full-time faculty position. If a part-time faculty member applies but is not selected for a position, the part-time faculty member may request to meet with the Executive Director of Human Resources to discuss how the part-time faculty member might become a more viable candidate.

#### **Section 11.8 - Supplemental Retirement 403(b) and 457(b) Plans.**

Part-time faculty may elect to participate in the Supplemental Retirement 403(b) and 457(b) Deferred Compensation plans offered by the College.



### **Section 11.9 - Tuition Waivers.**

Part-time faculty are eligible for tuition waiver for some credit and noncredit courses. Management agrees to maintain the tuition waiver benefit available to part-time faculty as it existed as of July 1, 2024. Part-time faculty seeking a tuition waiver shall follow the tuition waiver process determined by Management.

### **Section 11.10 - Wellness Benefits.**

Active part-time faculty are eligible to use the on-site Fitness Center at no cost, unless a cost is charged to other College employees. Part-time faculty may participate in health and wellness events (*i.e.*, massage clinics and health fairs) held at the College consistent with the terms of those events.

### **Section 11.11 - Service Recognition.**

The College will recognize those part-time faculty members who have taught 20, 40, 60, 80, and 100 sections at the College. Service recognition will generally occur in the academic year following the year in which the part-time faculty member attains the applicable number of sections taught. Management will recognize part-time faculty milestones pursuant to this Section 11.11 comparable with the event in which full-time faculty service is recognized or at the same event as full-time faculty. Management retains the right to determine the recognition event provided for pursuant to this Section 11.11.

### **Section 11.12 - Additional Benefits.**

Part-time faculty are eligible for other additional benefits (state employee credit union access, College held cultural and sporting events, library use, and vendor discounts) as published on the Human Resources Intranet, which from time to time may change based on external party participation.

### **Section 11.13 - Part-Time Faculty Professional Development Assistance Program.**

In order to foster part-time faculty professional development opportunities, Management shall provide a part-time faculty professional development assistance program. The maximum benefit payable under the program shall be equal to one thousand dollars (\$1,000) per part-time faculty member per year; the maximum benefits payable under this Section 11.13 shall not exceed twenty thousand dollars (\$20,000) within each fiscal year covered by this Agreement. Unused funds from each fiscal year shall not carry over to subsequent fiscal years. Benefits provided under this section in any fiscal year shall be used for the payment of reasonable costs associated with pre-approved professional development activities relevant to the part-time faculty member's discipline or teaching responsibilities and that promote academic excellence in connection with the part-time faculty member's duties at the College. Such requests will be submitted to the appropriate Dean, or designee, and Associate Vice President for Learning for consideration and must be consistent with rules established by Management. Examples of professional development activities eligible under the program include external conferences,

trainings, and workshops; and tuition associated with attaining a master's degree or higher-level degree and certifications or licenses. Management retains sole discretion to approve or deny requests for funds from the program. Part-time faculty receiving Professional Development Program funds must submit a report to their appropriate Dean and the Associate Vice President for Learning at the conclusion of the professional development activity. The report shall describe the professional development activity and how it influenced or otherwise improved the part-time faculty member's teaching. Part-time faculty who fail to provide a report within thirty (30) days of the completion of their professional development or who do not successfully complete the professional development activity are ineligible for further program funds. Upon written request from the Union, the College will provide the Union with a list of part-time faculty who received funds and the amount of funds received pursuant to this Section 11.13.

## **ARTICLE 12 - TIME OFF**

### **Section 12.1 - Scope.**

The purpose of this Article 12 is to provide the basis for and manner by which a part-time faculty member may be absent. A part-time faculty member must notify their immediate supervisor, Coordinator, Academic Chair, Assistant Dean, Director, Dean, or appropriate designee, of an expected absence from a course session in advance of the absence.

### **Section 12.2 - Paid Time Off.**

A part-time faculty member is permitted to be absent from one (1) session of each course taught in a term without penalty. Unless another Section of this Article 12 providing for paid time off applies, a part-time faculty member who is absent from more than one session of a course taught in a term shall have the pro rata share of the amount paid for the session(s) deducted from their pay.

For noncredit faculty, for this Section 12.2 to apply, the course must be equivalent to at least a one credit course that runs for no less than eight (8) weeks (no less than 15 instructional hours over that period).

### **Section 12.3 - Safe and Sick Time Off.**

Eligible part-time faculty members are entitled to paid time off in accordance with the provisions of the Maryland Healthy Working Families Act (MHWFA).

### **Section 12.4 - Substitutes.**

A part-time faculty member is not required to find a qualified substitute when they will not be present for a course session, although nothing in this Section 12.4 prevents a part-time faculty member from suggesting a substitute to their immediate supervisor, Coordinator, Academic Chair, Assistant Dean, Director, or appropriate designee. Management is responsible for compensating substitutes consistent with College practice. When a substitute teaches a

course session instead of the assigned part-time faculty member, the part-time faculty member will not be compensated for that course session, unless the faculty member has paid leave available.

#### **Section 12.5 - Court Attendance Time Off.**

A part-time faculty member subpoenaed as a witness in a civil or criminal case, other than a case in which the part-time faculty member is a defendant, or a part-time faculty member ordered to appear for jury duty shall be entitled to leave with pay for the time required to comply with such subpoena or order in the event court attendance conflicts with instructional time. Application for time off under this Section 12.5 shall be submitted in writing to the appropriate dean as soon as the part-time faculty member is served with a subpoena or order to report for jury duty.

#### **Section 12.6 - Bereavement Time Off.**

The College will provide each part-time faculty member with one (1) day of paid bereavement leave to be used in the case of the death of an immediate family member (defined as spouse; child as defined in Section 3-802 of the Labor & Employment Article of the Maryland Code; parent; in-laws, step-parent; sibling; grandchild; grandparent; or member of the employee's immediate household). Where practicable, Management will be responsible for identifying a substitute for the course(s) missed during the bereavement leave day. Part-time faculty members may use available paid leave if additional time off is needed. Noncredit part-time faculty are entitled to bereavement time off under this Section 12.6 only where the course is equivalent to at least a one (1) credit course that runs for no less than five (5) weeks (no less than 15 instructional hours over that period).

#### **Section 12.7 - Voting.**

Part-time faculty members will be provided time to vote consistent with Maryland law. Only time spent performing College duties will be considered in determining whether this Section 12.7 applies.

#### **Section 12.8 - Military Leave.**

Part-time faculty members will be provided military leave consistent with applicable law.

### **ARTICLE 13 - UNION RIGHTS**

#### **Section 13.1 - Right of Access.**

Union representatives shall have access to areas in which bargaining unit faculty work for the purpose of administering the terms of this Agreement and to conduct Union business relating to members of this bargaining unit, provided such access does not interfere with or disrupt College operations, part-time faculty members' performance of their job duties, and such access

is conducted in accordance with College policies and procedures. Prior to accessing College property, the Union representative(s) shall provide notice to the Executive Director of Human Resources, or designee. Nothing in this Section 13.1 permits Union representatives to have access to restricted areas.

### **Section 13.2 - Deduction of Dues, Fees, and Contributions.**

#### **(A) Payroll Deduction Authorization.**

Part-time faculty members covered by this Agreement may elect to have deductions made from their compensation for Union dues, initiation fees, or voluntary contributions to SEIU Local 500 Committee on Political Education (COPE) by signing a voluntary check-off authorization form with the Union. The College shall deduct from part-time faculty members' compensation each pay period the amounts voluntarily authorized pursuant to this Section 13.2 and remit to the Union, provided the part-time faculty member has furnished the College with a voluntary check-off authorization form executed in writing or by electronic means, in accordance with applicable law, and so long as the President or Executive Director of the Union has certified such authorizations. Voluntary check-off authorizations shall be submitted to the College's Executive Director of Human Resources, or designee. Payroll deduction of dues can be cancelled by an employee's individual written notice to the Union via certified mail. The Union will then notify the College of any canceled memberships and provide the employees' original notices of resignation to the Executive Director of Human Resources, or designee, within ten (10) days of receipt.

The College shall commence making dues deductions as soon as practicable, but not later than thirty (30) calendar days after receiving the proof pursuant to this Section 13.2(A). The College shall transmit membership dues to the Union within thirty (30) calendar days after the deductions are made.

When remitting deductions to the Union, the College will include a remittance report with the following information:

- College ID Number
- Last Name
- First Name
- Pay Period Start Date
- Pay Period End Date
- Pay Date (if different from pay period end date)
- Dues deducted during this pay period
- Initiation Fee
- COPE Fee
- Term
- Address
- City
- State
- ZIP

- Personal Email
- Work Email
- Cell Phone
- Home Phone
- Department
- Annual Salary or Hourly Rate
- Original Hire Date
- Termination Date, if applicable (depending on whether the part-time faculty member is active or inactive)

**(B) Indemnification.**

The Union shall indemnify and save Anne Arundel Community College, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, arbitrations, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by Management in compliance with any of the provisions of this Section 13.2, and the Union assumes full responsibility for the disposition of monies deducted under this Section 13.2 as soon as they have been remitted by Management to the Union.

**Section 13.3 - Worksite Leaders.**

The Union may appoint part-time faculty members as Worksite Leaders. Worksite Leaders may work on grievances, process disciplinary appeals, and attend meetings with a grievant or management. If there are multiple Worksite Leaders, then one (1) part-time faculty member may be identified as Chief Worksite Leader. The Union shall notify the Executive Director of Human Resources, or designee, of the duly appointed stewards and subsequent Worksite Leaders changes. Management will not be obligated to communicate with more than one (1) Worksite Leader on any matter. Nothing in this Section 13.3 authorizes a Worksite Leader to perform Worksite Leader related duties when the Worksite Leader(s) is/are scheduled to teach or perform other duties assigned by the College.

**Section 13.4 - Meeting Space and Means of Communication.**

The Union shall have access to available meeting space for the purposes of administering this Agreement, provided that the Union requests and uses such meeting space consistent with applicable College policies and procedures. The use of meeting space by the Union will not interfere with the instructional activities or operations of the College.

Bargaining unit members shall be permitted to use College e-mail and campus mail to disseminate information about Union membership, bargaining unit meetings, and for the purposes of administering this Agreement, provided that the use complies with the College's policies and procedures, and does not impede the workflow of the College or any of its employees.

### **Section 13.5 - Bulletin Boards.**

The Union shall be permitted to post notices relating to the administration of this Agreement and pertaining to legitimate and appropriate Union interests on designated College bulletin boards for announcing upcoming events. Such postings shall be consistent with established College policies and procedures regarding postings in public places.

### **Section 13.6 - AACC Website.**

Management will post a copy of the Agreement on the College's website.

### **Section 13.7 - New Part-Time Faculty Orientation.**

Management will send a list to the Union of new part-time faculty hires twice a month. The Union is responsible for sending information to the Executive Director of Human Resources, or designee, for a new employee orientation to the Union. Management will forward that information to the new part-time faculty hires. Should the College, not including these meetings, hold orientations either virtually or in person, Management will notify the Union in advance of the dates and times of orientation sessions by providing a schedule of orientations, including the format of the orientation, and notifying the Union of any cancellations, additions, or other modifications to the schedule as soon as practicable. The College will reserve up to thirty (30) minutes for the Union to hold an informational session during the orientation. The parties agree that Management representatives shall not attend the Union's informational session with newly hired employees and the Union will not disparage Management or the College during the informational sessions.

### **Section 13.8 - Union Business Leave.**

(A) If a part-time faculty member is elected President of SEIU Local 500, Management and the Union will negotiate the terms of the Union Business Leave at that time.

(B) If a part-time faculty member is elected to the Executive Board of SEIU Local 500, Management and the Union will negotiate the terms of Union Business Leave at that time.

(C) Nothing in this Section 13.8 requires that the College agree to provide union business leave or to negotiate modifications to this Agreement during the term of this Agreement.

## **ARTICLE 14 - NO STRIKE/NO LOCKOUT**

### **Section 14.1 - No Strikes.**

Neither the Union, its officers, agents, or representatives, nor any employee, shall in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

### **Section 14.2 - Enforcement of No Strike Pledge.**

In the event of a strike in violation of Section 14.1 of this Article, Management may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any employee engaging in any activity in violation of Section 14.1 of this Article shall be subject to discharge. Such a discharge may be grieved subject to the provisions of Article 5 of this Agreement.

### **Section 14.3 - No Lockout.**

Management shall not lock out employees.

## **ARTICLE 15 - ACCESS TO SERVICES**

(A) Course shells will be populated when the final schedule for each term is determined. Management shall work in good faith to populate course shells no later than one (1) week before the start of a course; however, Management and the Union recognize that there are circumstances in which course shells are not populated prior to one (1) week before courses begin.

(B) Management will, subject to availability and necessary funding (as determined by the College), provide for job-related reasons only, access to materials and supplies; photocopying services; library services; loaner laptop program; and the availability of space part-time faculty can use in performance of their job duties, including space to meet with students in confidence. Use of College resources and space must be consistent with College policies and procedures. This Section 15(B) does not guarantee that space will always be available in a specific building. Part-time faculty seeking specific software may request that such software be loaded onto their loaner laptop consistent with College policies and procedures. Management at all times retains the right to determine if the requested materials and supplies are necessary and may deny requests where, in the reasonable judgment of Management, such materials and supplies are not needed.

## **ARTICLE 16 - SPECIAL TERM CONTRACT**

### **Section 16.1 - Scope.**

Special term contracts are reserved for part-time faculty in the health sciences who are employed during an academic term to teach at the College for more than the load limits otherwise applicable to part-time faculty, but less than the load requirements of full-time faculty.

### **Section 16.2 - Term of Agreement.**

Special term-contract appointments are made to fulfill the staffing needs of the College as determined by Management. Such appointments are made for the duration of one term in

accordance with the College's needs. There is no promise or expectation of reappointment beyond the contract period, notwithstanding the number or duration of contracts.

### **Section 16.3 - Compensation.**

Part-time faculty with a special term contract may be compensated at an exception rate that differs from the rates set forth in Appendix One. The exception rate, if any, will be based on the part-time faculty member's experience and credentials.

### **Section 16.4 - Appointment.**

If more than one part-time faculty member meets the requirements for the special term contract to be appointed, the member with more seniority will generally be offered the special term contract unless Management determines based on qualifications, experience, and performance that a part-time faculty member with less seniority should be appointed.

## **ARTICLE 17 - ACADEMIC FREEDOM**

Management will follow the Academic Freedom Policy (effective date of February 25, 2020). If Management changes the current Academic Freedom Policy, Management will negotiate with the Union regarding the effects of the change, if any, to the terms and conditions of employment of part-time faculty.

## **ARTICLE 18 - PERSONNEL FILES**

(A) Management will maintain one (1) official personnel file for each part-time faculty member to which the part-time faculty member will have access upon prior written request submitted to the Associate Vice President for Learning, or designee. The part-time faculty member will be provided with access to their personnel file within ten (10) business days after submitting the written request. If Management needs additional time to provide access, Management will inform the requesting employee and provide an expected date that is no more than twenty (20) business days after the employee's request. This review may take place only with the Associate Vice President for Learning, or designee, present. Personnel files may not be removed from the records area. A part-time faculty member may request a copy (photocopy or electronic) of any of the information contained in their personnel file.

(B) Upon the part-time faculty member's request, a Union representative may be present to review and examine the documents in the part-time faculty member's personnel file.

(C) The official personnel file will be kept in confidence and will be available on a need-to-know basis only by authorized personnel, and part-time faculty members will be notified if their file is viewed or accessed.



## **ARTICLE 19 - JOINT LABOR MANAGEMENT COMMITTEE**

In order to foster cooperative and collaborative labor relations between Management and the Union and to attempt to resolve matters that affect bargaining unit employees, there is hereby established a Joint Labor Management Committee (“JLMC”).

The JLMC shall be comprised of up to four (4) representatives of Management and four (4) representatives of the Union. Each party will designate one of their appointees to serve as the JLMC co-chair.

The committee shall meet a minimum of two (2) times per term in the Fall (between September and December) and Spring (between February and May) terms unless otherwise mutually agreed, to discuss issues of concern to Management and the Union. Management and the Union shall jointly establish meeting dates for the entire year no later than September 1 of each year. Management and the Union shall exchange proposed agenda items one (1) week in advance of each meeting. The Union and Management shall be committed to the success of the JLMC.

Health and Safety shall be a standing item on the JLMC.

The JLMC shall not supplant the grievance and arbitration provision of this Agreement. No agreement or understanding reached by the JLMC shall be interpreted as modifying any provision of this Agreement.

## **ARTICLE 20 - HEALTH AND SAFETY**

Management and the Union share an interest in maintaining a safe and healthy working environment for part-time faculty. Management and the Union shall encourage employees to work in a safe manner and to observe College rules, policies and procedures relating to safety and health. Safety and Health shall be a standing item on the Joint Labor Management Committee (“JLMC”) agenda to foster continued discussion around raising awareness, communication protocols, and other safety and health issues. Management shall comply with applicable workplace safety laws, including, but not limited to reporting obligations. Where Management determines there to be an unsafe working condition, Management shall notify the Union. There shall be no retaliation against employees who report in good faith unsafe working conditions.

## **ARTICLE 21 - EVALUATIONS**

### **Section 21.1 - Scope.**

The ability to teach effectively in an area of professed expertise to facilitate student success is the single most important qualification for employment of part-time faculty. The purpose of evaluations is to assure excellence in teaching and adherence to academic and

professional standards. A part-time faculty member may request to review their evaluation file upon reasonable notice. “Performance Evaluation” means the systemic process of measuring and assessing teaching and professional effectiveness in accordance with the College’s Credit Part-Time Faculty Promotion Procedure.

### **Section 21.2 - Evaluation of Performance.**

Part-time-faculty should be aware of, and are responsible to comply with, the expectations set forth in College policies and procedures and any departmental-specific expectations. In addition, part-time faculty should be aware that, for purposes of the evaluations described in this Article 21, teaching effectiveness shall include, but not be limited to:

- (1) Demonstrating knowledge of subject(s) and course material;
- (2) Teaching courses in a coherent and organized manner;
- (3) Organizing and presenting course materials, discussions, lessons, and assessments in adherence to course objectives and Management-approved learning outcomes;
- (4) Effectively communicating with students, Management, and other College personnel;
- (5) Offering instruction beyond class, when necessary;
- (6) Adhering to Management-approved curricula;
- (7) Setting clear objectives and appropriate assessments;
- (8) Being timely in responses to students, Management, and other College personnel;
- (9) Using appropriate instructional methods; and
- (10) Understanding and complying with the policies of the College.

Additional, non-exhaustive evaluation criteria are included in the Part-Time Faculty Promotion Procedure.

### **Section 21.3 - Formal Evaluation (Credit Part-Time Faculty)**

Formal evaluations will be based on teaching effectiveness as evidenced by student course evaluations (also called student opinion forms), peer evaluations, classroom observations, and a review of the syllabus and course materials (*i.e.*, syllabi, assignments, examinations, handouts, feedback to students, graded reports and papers). The evaluating supervisor shall give consideration to all relevant evaluation materials when completing an evaluation.

**(A) Classroom Observation.**

Evaluations will be conducted during a period in which instruction is taking place, and for a duration of time reasonably necessary to observe a part-time faculty member's teaching skills and methodologies. The time and date of the observation shall be designated in advance by the Evaluator. Management reserves the right to conduct additional classroom observations at any time.

**(B) Written Evaluation Report.**

The Evaluator(s) will prepare a report, which will be made available to the part-time faculty member. Upon request of the part-time faculty member, the Academic Chair, Assistant Dean, or Director will meet with the part-time faculty member in a timely manner to discuss the report. A part-time faculty member may provide an optional response to the written evaluation report in writing within five (5) days of the part-time faculty member's receipt of the report. A part-time faculty member may request additional time for providing the optional response, which shall not be unreasonably denied. The part-time faculty member's optional response and the Academic Chair's, Assistant Dean's, or Director's response shall be maintained as part of the evaluation materials.

**Section 21.4 - Evaluation Protocols.**

If the evaluating supervisor observes or has knowledge of behavior, actions, or inactions that do not comply with the Standards of Employee Performance or Standards of Employee Conduct and/or if a part-time faculty member commits an infraction, the evaluating supervisor should include information regarding the conduct or performance in the part-time faculty member's performance evaluation, along with information on how the part-time faculty member can improve.

**Section 21.5 - Evaluation Cycle.**

Credit part-time faculty will be evaluated within two (2) semesters after their date of hire and every three (3) years thereafter. Part-time faculty seeking promotion must also be evaluated in the semester prior to their promotion application.

Noncredit part-time faculty will be observed within their first term of teaching and every three (3) years thereafter. There is no formal evaluation process for noncredit part-time faculty, however, Management may observe and evaluate noncredit part-time faculty consistent with College practice.

## **ARTICLE 22 - PROMOTIONS**

### **Section 22.1 - Scope.**

All credit part-time faculty members shall have the title of lecturer. Only credit part-time faculty are eligible for promotion. Credit part-time faculty with interest in advancing in rank shall provide written notification to their appropriate supervisor. The specific dates and deadlines for promotion will be determined annually by Management. The promotion process, promotion awards, and promotion effective dates occur only in the fall and spring academic terms.

### **Section 22.2 - Qualifications.**

The minimum initial qualifications for lecturer ranks are as follows:

**(A) Lecturer I** - Have instructional experience and satisfy one of the following requirements:

1. Hold a master's degree or doctorate;
2. Hold a bachelor's degree and have a minimum of two (2) years of related full-time professional experience; or
3. Have professional certification/licensure equivalent to a bachelor's degree, as judged by the appropriate academic dean, and two (2) years of related full-time professional experience.

**(B) Lecturer II** - Have taught a minimum of thirty (30) faculty load hours at the collegiate level and satisfy one of the following requirements:

1. Hold a master's degree or doctorate;
2. Hold a bachelor's degree and have a minimum of five (5) years of related full-time professional experience; or
3. Have professional certification/licensure equivalent to a master's degree, as judged by the appropriate academic dean, and five (5) years of related full-time professional experience.

**(C) Lecturer III** -

1. Have taught at the College as Lecturer II for at least twenty-four (24) faculty load hours at the College; and
2. Have completed at least thirty (30) hours of documented professional development during the previous four (4) years; and

3. Satisfy one of the following requirements:
  - a. Hold a master's degree or doctorate;
  - b. Hold a bachelor's degree and have ten (10) years of related professional experience;
  - c. Have professional certification/licensure equivalent to a master's degree, as judged by the appropriate dean, and have ten (10) years of related full-time professional experience; or
  - d. Hold the highest credential or level of education in the field, as judged by the appropriate dean, and have ten (10) years of related professional experience.

### **Section 22.3 - Procedure.**

(A) A credit part-time faculty member may be considered for promotion when the part-time faculty member has met all of the qualifications set forth in Section 22.2 of this Article. Part-time faculty initiate the promotion process by notifying their appropriate supervisor, in writing, of their intent to apply for promotion. Upon receipt of notice, the part-time faculty member shall work with their supervisor and Dean to complete the required certification form, which is then reviewed by the Associate Vice President for Learning, or designee. The Associate Vice President for Learning, or designee, will then verify that the part-time faculty member applying for promotion has met the minimum qualifications for promotion consistent with this Article 22 and the schedule determined by Management. All notices and promotion application materials must be submitted consistent with College policies and procedures and the timelines determined by Management.

(B) If approved, the Associate Vice President for Learning, or designee, will send a signed certification form copy to the part-time faculty member, the Dean, and the appropriate supervisor. If the Associate Vice President for Learning, or designee, approves the certification, the part-time faculty evaluation process will begin.

(C) If denied, the Associate Vice President for Learning, or designee, will notify the part-time faculty member, the Dean, and the appropriate supervisor of the failure to meet the minimum qualifications by the deadline established by Management.

### **Section 22.4 - Application Package.**

The part-time faculty member must, by the deadline determined by Management, submit to their appropriate supervisor the completed Application Package. The Application package must include the required contents for the Application Package as set forth in College policy, which includes, but is not limited to, a completed professional record form, course materials,

completed departmental classroom observation form or formal classroom observation form, completed summary narrative, and may include the part-time faculty member's ePortfolio.

#### **Section 22.5 - Promotion Notification.**

(A) The Associate Vice President for Learning, or designee, will review the formal recommendation and decide whether to approve the promotion consistent with the schedule determined by Management.

(B) If approved, the Associate Vice President for Learning, or designee, will notify the part-time faculty member, the Dean, and the supervisor in writing. The promotion will become effective at the beginning of the next term (spring or fall only).

(C) If denied, the Associate Vice President for Learning, or designee, will notify the part-time faculty member, the Dean, and the supervisor in writing with reasons to support the decision.

#### **Section 22.6 - Deadline Dates.**

If any deadline stated in the schedule determined by Management falls on a weekend or a day on which the College is closed, the deadline will be extended to the next business day.

#### **Section 22.7 - Lecturer Status.**

Credit part-time faculty whose employment with the College ends, except for those who are terminated for cause, will, if rehired, be placed at the same lecturer rank they held when their employment previously ended.

### **ARTICLE 23 - SCOPE OF AGREEMENT**

#### **Section 23.1 - Duration.**

##### **(A) Effective Dates.**

This Agreement shall become effective on July 1, 2025 and shall continue in full force and effect until June 30, 2028. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party to the other not later than September 1, 2027, or September 1 of any succeeding calendar year.

##### **(B) Reopeners.**

Fiscal Year 2027: Notwithstanding the provisions of Section 23.1(A) of this Agreement, either Management or the Union may reopen this Agreement solely for the purpose of negotiating

changes in Section 11.1 for fiscal year 2027. Written notice of an intent to reopen this Agreement must be served upon the other party not later than September 1, 2025.

**Fiscal Year 2028:** Notwithstanding the provisions of Section 23.1(A) of this Agreement, either Management or the Union may reopen this Agreement solely for the purpose of negotiating changes in Section 11.1, and two (2) additional sections each, for fiscal year 2028. Written notice of an intent to reopen this Agreement must be served upon the other party not later than September 1, 2026.

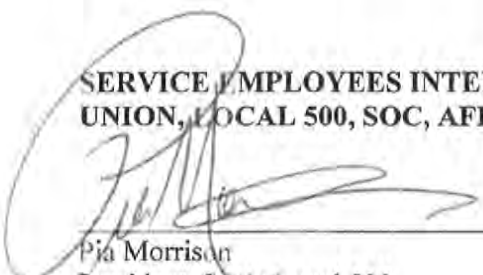
### **Section 23.2 - Severability.**

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision of this Agreement shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement, and Management and the Union agree to meet and bargain in good faith in an attempt to negotiate a substitute provision.

### **Section 23.3 - Scope of Agreement.**

Management and the Union acknowledge and agree that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, thus, contains the understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 500, SOC, AFL-CIO, CLC**

  
Pia Morrison  
President, SEIU Local 500

**ANNE ARUNDEL COMMUNITY  
COLLEGE**

  
Nadine Chien, Ph.D. Esq.

Chair, Board of Trustees

May 13, 2025

## APPENDIX ONE

### FISCAL YEAR 2026 PAY SCHEDULE

This pay schedule, noncredit initial placement hourly rates, and FY 2026 wage adjustment are effective for courses and assignments that began on or after July 1, 2025.

#### Pay per Faculty Load Hour (“FLH”) - Credit

Rank	FY 2026
Lecturer I	\$1,170
Lecturer II	\$1,263
Lecturer III	\$1,364
Distinguished Senior Lecturer	\$1,524

+Distinguished Senior Lecturer is available only for retired full-time faculty.

#### Noncredit Initial Placement Hourly Rates FY 26\*

Rank	Hourly Rate
I	\$26.00
II	\$27.80
III	\$30.10
IV	\$32.30

\*The noncredit, part-time faculty initial placement rates noted above pertain solely to noncredit, open enrollment courses and do not apply to instruction in grant-funded or apprenticeship courses. Additionally, courses with approved exception rates (*i.e.*, market rates) authorized by the Dean of the School of Continuing Education and Workforce Development are not included. The rates above are used for initial placement only and this scale does not increase from year to year.

FY 2026 Wage Adjustment: Part-time faculty at the rank of Lecturer I, II, and III, and noncredit part-time faculty employed by Anne Arundel Community College as of June 30, 2025, will, effective for courses and assignments that begin on or after July 1, 2025, receive a five percent (5%) increase to their respective hourly rates. Distinguished Senior Lecturers employed by the College as of June 30, 2025, will, effective for courses and assignments that begin on or after July 1, 2025, receive a two percent (2%) increase. This wage adjustment is subject to Section 11.5 of this Agreement.