

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**MARYLAND INSTITUTE COLLEGE OF ART**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CTW**

**May 31, 2022 – June 30, 2025**

## **PREAMBLE**

Both the Union and the Employer recognize the unique place that MICA holds as a college of art and design. We share a mutual interest in creating a strong and productive relationship that benefits its diverse and talented student body, faculty and administration which enables each stakeholder group to achieve its enormous potential.

Critical to this shared vision is recognition of the essential contribution made by part time faculty in contributing to our learning community. MICA has always taken pride in the professionalism and responsiveness of its part time faculty. In the process of negotiating this contract, the Union and Employer have shared and will continue to share the goal of building a strong professional relationship based on mutual respect and openness.

### **Article 1 - Recognition and Bargaining Unit Description**

- A. Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 05-RC-123986, the Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of all part-time faculty employed by the Employer in Baltimore, Maryland, including all those teaching at least one class, workshop, or seminar; and including all part-time faculty teaching in Open Studies.
- B. Excluding: All other employees, full-time faculty, pro-rata faculty, graduate students, teaching assistants, artists in residence, critics in residence, visiting artists, visiting critics, full-time staff whose adjunct teaching is not compensated additionally for teaching, administrators, administrators who have teaching responsibilities, managers, guards, and supervisors as defined in the Act.

### **Article 2 - Bargaining Unit Information**

- A. The Employer will provide to the Union a preliminary list of all part-time faculty members covered by this Agreement no less than 4 weeks prior to the first day of classes in the Fall, Spring and Summer terms. The preliminary list will be based on the information available at the time the list is created.
- B. This list will include the following information: name, home address, phone number, MICA email, employee id number, semester the part-time faculty member first taught at MICA, length of individual contract, and part-time faculty rank. For each part-time faculty member on the list the Employer will list:
  - all courses taught by the part-time faculty member during the semester
  - course title and number
  - the date the course begins and ends
  - department/program in which the course is offered
  - number of credits offered for the course
  - salary for the course

- the course capacity, which is the maximum number of students who may be enrolled in the course or in each course section without instructor consent
  - the day/s, time/s and location of the course
- C. The Employer will provide an updated and finalized list following the closure of the add/drop period in the Fall and Spring semesters.

### **Article 3 – Union Security and Check-Off**

- A. Except as provided in paragraph B below, all part-time faculty members who become employed by MICA and covered by this Agreement, and who do not voluntarily acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their initial appointment as a part-time faculty member covered by this Agreement, or after the ratification of this Agreement, whichever is later, an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union in accordance with applicable law, as a percentage of full dues uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union.
- B. The agency fee requirement in paragraph A shall not apply to the following categories of part-time faculty members:
1. Part-time faculty members who teach from a location in a right-to-work state;
  2. Part-time faculty members who are appointed to teach a compressed course (eight weeks or less in duration or, for non-credit-bearing courses, ten weeks or less in duration)
  3. Retired full-time faculty who have emeritus status;
  4. Part-time faculty members who are not paid directly by MICA and whose services are instead procured through a contractual arrangement between MICA and the part-time faculty member's primary employer; or
  5. Part-time faculty members who can reasonably demonstrate, through a written statement, that payment of an agency fee to the Union will have a material adverse impact on their employment outside of the College because of an actual, potential, or perceived conflict of interest. However, such part-time faculty members shall be required to make contributions in an amount equal to the agency fee to a recognized Section 501(c)(3) charitable organization.
- C. Part-time faculty members may elect to have union dues or agency fees, voluntary contributions to the SEIU Local 500 Committee on Political Education (COPE), or contributions to a charitable organization pursuant to subparagraph B.6 above made via the check-off procedure provided in paragraph D below.
- D. Each payday, MICA shall, during the term of this Agreement, deduct from a part-time faculty member's compensation a sum of dues or fees owed the Union for the month covered by that

paycheck and authorized under federal labor law, provided the part-time faculty member has furnished MICA a voluntary check-off authorization form executed in writing or by electronic means, in accordance with the law. MICA shall remit the dues or fees to the Union or its duly authorized representatives within the first ten (10) working days of the month following the month of collection. Following receipt of any written revocation of the check-off authorization, MICA shall notify the Union, in writing, of the revocation.

- E. It is agreed that MICA shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold MICA harmless from any claims, actions, or proceedings by a part-time faculty member arising from MICA's actions in accordance with this Article.

#### **Article 4 – Union Rights**

- A. In order to represent part-time faculty covered by this Agreement, the Union shall have reasonable access to meeting space on campus, subject to the same policies and procedures as other campus organizations.
- B. MICA shall recognize part-time faculty members designated by the Union as workplace leaders to adjust grievances, process disciplinary appeals, and for meetings with a grievant or with MICA, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so.
- C. Workplace leaders and/or Union representatives will be provided an opportunity to meet with part-time faculty during orientation week (normally the week before classes begin in the fall semester).
- D. MICA shall furnish a bulletin board that is dedicated for the Union, which shall be placed outside of the Human Resources office as well as other locations approved in advance by the Associate Vice President for Human Resources, and shall permit representatives of the Union and workplace leaders to post notices relating to the administration of this Agreement or other matters relating to part-time faculty. MICA and the Union shall monitor the bulletin board and shall promptly remove inappropriate or outdated material.
- E. MICA will post a copy of the Agreement on its website, so that part-time faculty are notified of its terms and the Union's role as collective bargaining representative for part-time faculty covered by the Agreement. The Union's contact information, including its website address, will be included in the Agreement.

#### **Article 5 - Assignments, Appointments and Re-Appointment**

- A. Appointment to a position covered by this Agreement may be made only by the Vice President for Academic Affairs and Provost or their designee and shall be confirmed by a specific appointment letter signed by same. The listing of a course in the schedule does not constitute an appointment.
- B. Assignments shall be for a semester, an academic year, or portions of a semester or an academic year.

- C. Upon satisfactory completion of new employment paperwork and receipt of a satisfactory background check by MICA's Human Resources Department, a new part-time faculty member will be considered to be "active" and shall appear in the online schedule of courses.
- D. Active part-time faculty members will be notified of their proposed course assignment(s), including course name, day(s) and time(s) if known, in writing as soon as reasonably possible before it appears in the MICA online schedule of courses, which normally will be by April 1 for fall semester courses and November 1 for spring semester courses (these dates will vary in Open Studies). Active part-time faculty members will have access to the institutional course schedule when it is published.
- E. Course assignments are ultimately dependent on enrollment during and after registration. If a part-time faculty member's assigned course is cancelled due to lack of enrollment, the department shall promptly notify the part-time faculty member of the cancellation.
- F. A part-time faculty member who is offered an appointment letter to teach a course shall sign and return the appointment letter within two (2) weeks of the date the letter was sent to the faculty member. The appointment letter may be sent and signed electronically. If MICA has not received the signed appointment letter within this period, the offer may be withdrawn. If a part-time faculty member has notified the appropriate vice-provost, dean, associate dean, department chair, or program director that they would be unreachable for a specified period of time, the part-time faculty member may receive a written approval to return the signed appointment letter up to one (1) week after the specified date on which the faculty member would be reachable.
- G. Part-time faculty members shall be given the opportunity to give input to the department on what course(s) they would like to teach. Part-time faculty members shall have the ability to propose new courses, programs or seminars to the department. Directors or department chairs or their designees shall meet, upon request, with a part-time faculty member to discuss the part-time faculty member's qualification to teach other courses.
- H. Nothing in this Article shall preclude part-time faculty members from being offered courses that are added to the schedule after April 1 for the fall semester and after November 1 for the spring semester (or as those dates may vary in Open Studies).
- I. Nothing in this Article shall prevent management from modifying the title, description, or content of a course that a part-time faculty member has been assigned to teach. Part-time faculty members will be notified of changes in course title or course content of the courses they have been assigned to teach, and how such changes might affect each individual's accrual of good faith consideration. The Department or Program shall give reasonable advance notice of such changes prior to the beginning of the semester. If a changed course remains substantially similar to the course that a part-time faculty member previously taught, both the previously taught course and the changed course will count toward the accrual of good faith consideration for the changed course in accordance with paragraph J.
- J. Any limit on the number of courses part-time faculty members can teach each academic year shall be as a result of College-wide policy, as determined by management, and not a result of this Agreement. Part-time faculty members who have taught a course for a minimum of four (4)

semesters within a period of five (5) academic years will receive good faith consideration for an appointment to teach the same course if it is offered by the College within one (1) academic year of the most recent appointment, provided that the College intends for the course to be taught by a part-time faculty member covered by this Agreement.

- K. If a part-time faculty member is not able to achieve good faith consideration for a particular course because the department or program offered them a different, but related course instead of the course they previously taught, the part-time faculty member may apply for good faith consideration for the course they previously taught. Such an application may be made, in writing, once the part-time faculty member has taught the original course three (3) times. Such an application will not be unreasonably denied.
- L. Good faith consideration shall mean that re-appointment may be denied, reduced, or subsequently cancelled only in the following circumstances:
  - 1. Elimination or downsizing of a department or program, or a reduction in the number of courses or sections (hereinafter, "courses") offered in the applicable semester, but the impact shall be limited to the relevant course(s) taught by the part-time faculty member;
  - 2. Cancellation of a course(s) due to under enrollment or for programmatic reasons, as determined by the College in its discretion, but the impact shall be limited to the relevant course(s) taught by the part-time faculty member;
  - 3. Creation of a full-time position that absorbs existing courses taught by part-time faculty, or any other circumstance in which the course will be taught by a full-time faculty member.
  - 4. Elimination or decrease in courses due to changes in curriculum requirements or major or minor or program offerings, but the impact shall be limited to the relevant course(s) taught by the part-time faculty member;
  - 5. Poor performance by the part-time faculty member, as evidenced by the part-time faculty member's evaluation file as set forth in Article 6, or the part-time faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article 6 or by a department chair/program director or designee through prior discussion. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.
  - 6. Discharge, serious misconduct, neglect of duties, or conduct by the part-time faculty member that is outside the scope of their employment at the College but, in the reasonable judgment of the College, would adversely affect the part-time faculty member's ability to teach or be a member of the College Community. Consistent with Article 9 (Academic Freedom and Faculty Rights and Responsibilities), it is understood that this will not interfere with a part-time faculty member's academic freedom.
  - 7. Availability of an alternate part-time faculty member not currently employed by the College who, in the College's reasonable discretion, either (i) demonstrably enhances the diversification of the delivery of the specific course offering or (ii) possesses professional

qualifications that are demonstrably better suited to teach the specific course taught by the impacted part-time faculty member.

8. Where a part-time faculty member would exceed the College-wide policy for the maximum number of courses or credit hours permitted in the academic year, as established by management in its discretion; or
  9. Other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of the College, as determined by management in its reasonable discretion.
- M. In the circumstances set forth in subparagraphs 1,2,3,4, 7 and 9, the Department or Program shall reasonably consider offering the impacted faculty member an available scheduled course that the part-time faculty member is qualified to teach. If a part-time faculty member is displaced by an alternate part-time faculty member pursuant to subparagraph 7 and is not offered another course, the displaced faculty member shall receive a one-time payment equal to twenty-five percent (25%) of the part-time faculty member's salary rate for the course, provided the faculty member has taught the course at MICA for at least six (6) semesters. Further, should the alternate faculty member discontinue teaching the course anytime during a three (3) year period commencing with the first time they teach the course, the displaced part-time faculty member shall have their good faith consideration restored if MICA continues to offer the course, provided that they possess the current qualifications for teaching the course. The displaced faculty member should communicate with the Department or Program about their interest and availability to teach the course, before April 1 for a fall semester course or by November 1 for a spring semester courses, but the faculty member's failure to do so will not preclude them from having their good faith consideration restored.
- N. Should a part-time faculty member be denied reappointment to teach a course pursuant to paragraph L(5) of this Article, MICA shall inform the part-time faculty member of the nature of the performance issue and whether the part-time faculty member may be considered for appointment in the future. If MICA informs the part-time faculty member that they will not be considered for appointment in the future, then the part-time faculty member shall be considered to be terminated.
- O. If a part-time faculty member declines a re-appointment, or accepts and then subsequently declines or fails to teach the course, the part-time faculty member shall forfeit good faith consideration to teach that course in the future. However, a part-time faculty member may decline a re-appointment and retain good faith consideration to teach the course for up to a year by providing a written request, with an explanation of the reason for the request, to the department chair or program director, with a copy to the appropriate contract manager in Academic Affairs and the Union. Such requests may include, but are not limited to, family, medical, or parental leave, teaching another course at MICA or pursuing relevant professional opportunities. Such a request will not be unreasonably denied.

## Article 6A – Evaluations

- A. The ability to teach effectively in an area of professed expertise is the single most important qualification for employment as a member of the part-time faculty. The purpose of evaluations is to assure excellence in teaching and adherence to academic and professional standards.
- B. As set forth in Article 9 (Academic Freedom and Part-Time Faculty Rights and Responsibilities), part-time-faculty should be aware of, and are responsible to comply with, the expectations set forth in the Faculty Handbook. In addition, part-time faculty should be aware that, for purposes of the evaluations described in this Article, teaching excellence will be defined and measured in relation to the following:
  - 1. Demonstrated knowledge of the course material as determined by the department or program;
  - 2. Ability to organize and present course materials;
  - 3. The effectiveness of the faculty member’s communication skills relative to her/his duties as an instructor;
  - 4. Demonstrated capacity to improve teaching effectiveness based on the results of regular institutional outcomes assessment;
  - 5. The ability of the faculty member to adhere to the approved course curriculum;
  - 6. Understanding of, and compliance with, the policies of the department and the College with respect to equal opportunity, affirmative action and an environment free of discrimination and sexual and other discriminatory harassment; and
  - 7. Respect for and encouragement of the diversity of opinions and expressions of students and colleagues.
- C. Student evaluations will be conducted for each course, in accordance with MICA policy. Part-time faculty members are obligated to support the administration of the student course evaluations. Final student course evaluations shall be made available to the part-time faculty member at the end of the semester once all grades are submitted.
- D. Part-time faculty members shall have the right to submit additional questions, to suggest the removal of questions or to suggest other changes to the student evaluation forms for the department or program to consider, in order to address issues specific to the department, program, or course.
- E. Student course evaluations will not be used as the sole basis to evaluate a part-time faculty member’s performance.
- F. The part-time faculty member may, if they choose, submit a written response to the student evaluations. The written response will be taken into consideration by the department or program when evaluating the faculty member.
- G. All part-time faculty members shall receive a formal evaluation in their second semester of teaching at MICA and, thereafter, upon request of the faculty member in each succeeding sixth



semester of teaching. After the evaluation in the second semester, the next opportunity for evaluation would fall in the eighth semester. MICA will extend an invitation for an evaluation to all eligible part-time faculty within three weeks of the start of each semester unless there are extenuating circumstances. Evaluations are required for part-time faculty in their second semester of teaching, but they are optional for part-time faculty members in their eighth semester of teaching or beyond. MICA is not obligated to evaluate a part-time faculty member more often than once every six semesters of teaching. Teaching a course at MICA during the summer will count as a semester for these purposes. MICA shall report to the Union by July 1 which part-time faculty members have received a formal evaluation during the prior academic year. The report shall include name, department, MICA teaching start date, the evaluation date if completed or a notation that an evaluation was due or requested but was not completed during the prior academic year.

- H. Formal evaluations shall be carried out by a panel of Evaluators consisting of no fewer than 2 full-time faculty selected by the department chair or program director. At least one Evaluator will come from the division in which the part-time faculty member is teaching. In the case of part-time faculty teaching graduate level courses, at least one Evaluator must come from the graduate division (*i.e.*, Graduate Studies or Art Education).
- I. The formal evaluation will be based on teaching effectiveness as evidenced by student course evaluations, peer evaluations, classroom observation, a review of the syllabus and course materials, and an optional part-time faculty member self-evaluation. The Evaluators shall give consideration to all relevant material provided by the part-time faculty member in advance of the evaluation being prepared.
- J. One of the Evaluators will conduct a classroom observation for purposes of the formal evaluation.
  - 1. The time and date of the observation shall be designated in advance by mutual agreement between the Evaluator and the part-time faculty member, although the Administration reserves the right to conduct additional classroom observations at any time.
  - 2. Classroom observation(s) shall 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.
- K. The Evaluators will prepare a written evaluation report, which will be made available to the part-time faculty member. Upon request of the part-time faculty member, the department chair, graduate director, or associate dean, the department chair, graduate director, or associate dean 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 three (3) weeks of the part-time faculty member's receipt of the report. The department chair, associate dean, or graduate director shall review the optional response with the part-time faculty member and respond in writing to the concerns expressed within three (3) weeks. The part-time faculty member's optional response and the department chair, associate dean, or graduate director's response shall be maintained as part of the evaluation materials.

- L. Part-time faculty members may request additional classroom observations from a department chair or graduate director, no more than once a semester, between formal evaluations. The department chair or graduate director reserves the right to deny such a request, but should such a request be granted, written feedback from additional observations will be made available to the part-time faculty member within a reasonable period of time after the classroom observation. The process followed in paragraph I will apply.
- M. If, during a course, MICA is made aware of a significant issue regarding the part-time faculty member's teaching performance, MICA shall promptly notify the part-time faculty member of the alleged performance issue and, when time and circumstances permit, give the part-time faculty member guidance on how to rectify the issue. The purpose of this paragraph is to provide the part-time faculty member with notice of an alleged performance issue when received while protecting student confidentiality.
- N. MICA reserves the right to observe teaching performance at any time. MICA further reserves the right to initiate a formal evaluation based on performance issues.
- O. The Office of Academic Affairs will maintain an evaluations file for each part-time faculty member. Following College protocol, the part-time faculty member may examine and make copies of the file at any time.

**Article 6B – Evaluations for part-time faculty teaching in courses that are part of the required curriculum for Open Studies degree programs**

- A. The ability to teach effectively in an area of professed expertise is the single most important qualification for employment as a member of the part-time faculty. The purpose of evaluations is to assure excellence in teaching and adherence to academic and professional standards.
- B. As set forth in Article 9 (Academic Freedom and Part-Time Faculty Rights and Responsibilities), part-time-faculty should be aware of, and are responsible to comply with, the expectations set forth in the Faculty Handbook. In addition, part-time faculty should be aware that, for purposes of the evaluations described in this Article, teaching excellence will be defined and measured in relation to the following:
  - 1. Demonstrated knowledge of the course material as determined by the department or program;
  - 2. Ability to organize and present course materials;
  - 3. The effectiveness of the faculty member's communication skills relative to her/his duties as an instructor;
  - 4. Demonstrated capacity to improve teaching effectiveness based on the results of regular institutional outcomes assessment;
  - 5. The ability of the faculty member to adhere to the approved course curriculum;
  - 6. Understanding of, and compliance with, the policies of the department and the College with respect to equal opportunity, affirmative action and an environment free of discrimination and sexual and other discriminatory harassment; and

7. Respect for and encouragement of the diversity of opinions and expressions of students and colleagues.
- C. Student evaluations will be conducted for each course, in accordance with MICA policy. Part-time faculty members are obligated to support the administration of the student course evaluations. Final student course evaluations shall be made available to the part-time faculty member at the end of the semester once all grades are submitted.
- D. Part-time faculty members shall have the right to submit additional questions, to suggest the removal of questions or to suggest other changes to the student evaluation forms for the department or program to consider, in order to address issues specific to the department, program, or course.
- E. Student course evaluations will not be used as the sole basis to evaluate a part-time faculty member's performance.
- F. The part-time faculty member may, if they choose, submit a written response to the student evaluations. The written response will be taken into consideration by the department or program when evaluating the faculty member.
- G. All part-time faculty members shall receive a formal evaluation in their second semester of teaching at MICA and, thereafter, upon request of the faculty member in each succeeding sixth semester of teaching. MICA will extend an invitation for an evaluation to all eligible part-time faculty. A part-time faculty member may accept the invitation for an evaluation or may forgo an evaluation. MICA is not obligated to evaluate a part-time faculty member more often than once every six semesters of teaching. Teaching a course at MICA during the summer will count as a semester for these purposes.
- H. Formal evaluations shall be carried out by a member of Open Studies staff with direct oversight or a close familiarity with the program in which the faculty member teaches. Evaluations will also be reviewed by the lead academic officer for the division or an appropriate designee of the lead academic officer.
- I. The formal evaluation will be based on teaching effectiveness as evidenced by student course evaluations, classroom observation, a review of the syllabus and course materials, and an optional part-time faculty member self-evaluation. The Evaluators shall give consideration to all relevant material provided by the part-time faculty member in advance of the evaluation being prepared.
- J. One of the Evaluators will conduct a classroom observation for purposes of the formal evaluation.
  1. The time and date of the observation shall be designated in advance by mutual agreement between the Evaluator and the part-time faculty member, although the Administration reserves the right to conduct additional classroom observations at any time.
  2. Classroom observation(s) shall 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.

- K. The Evaluators will prepare a written evaluation report, which will be made available to the part-time faculty member. Upon request of the part-time faculty member, the lead academic officer or an appropriate designee of the lead academic officer of Open Studies 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 three (3) weeks of the part-time faculty member's receipt of the report. The lead academic officer or an appropriate designee of the lead academic officer of Open Studies shall review the optional response with the part-time faculty member and respond in writing to the concerns expressed within three (3) weeks. The part-time faculty member's optional response and Open Studies response shall be maintained as part of the evaluation materials.
- L. Part-time faculty members may request additional classroom observations, no more than once a semester, between formal evaluations. Open Studies reserves the right to deny such a request, but should such a request be granted, written feedback from additional observations will be made available to the part-time faculty member within a reasonable period of time after the classroom observation. The process followed in paragraph I will apply.
- M. If, during a course, MICA is made aware of a significant issue regarding the part-time faculty member's teaching performance, MICA shall promptly notify the part-time faculty member of the alleged performance issue and, when time and circumstances permit, give the part-time faculty member guidance on how to rectify the issue. The purpose of this paragraph is to provide the part-time faculty member with notice of an alleged performance issue when received while protecting student confidentiality.
- N. MICA reserves the right to observe teaching performance at any time. MICA further reserves the right to initiate a formal evaluation based on performance issues.
- O. Open Studies will maintain an evaluations file for each part-time faculty member. Following College protocol, the part-time faculty member may examine and make copies of the file at any time.

**Article 6C – Evaluations for part-time faculty teaching courses offered through Open Studies but are not part of Open Studies degree programs**

- A. The ability to teach effectively in an area of professed expertise is the single most important qualification for employment as a member of the part-time faculty. The purpose of evaluations is to assure excellence in teaching and adherence to academic and professional standards.
- B. As set forth in Article 9 (Academic Freedom and Part-Time Faculty Rights and Responsibilities), part-time-faculty should be aware of, and are responsible to comply with, the expectations set forth in the Faculty Handbook. In addition, part-time faculty should be aware that, for purposes of the evaluations described in this Article, teaching excellence will be defined and measured in relation to the following:
  - 1. Demonstrated knowledge of the course material as determined by the department or program;
  - 2. Ability to organize and present course materials;

3. The effectiveness of the faculty member's communication skills relative to her/his duties as an instructor;
  4. Demonstrated capacity to improve teaching effectiveness based on the results of regular institutional outcomes assessment;
  5. The ability of the faculty member to adhere to the approved course curriculum;
  6. Understanding of, and compliance with, the policies of the department and the College with respect to equal opportunity, affirmative action and an environment free of discrimination and sexual and other discriminatory harassment; and
  7. Respect for and encouragement of the diversity of opinions and expressions of students and colleagues.
- C. Student evaluations will be conducted for each course, in accordance with MICA policy. Part-time faculty members are obligated to support the administration of the student course evaluations. Final student course evaluations shall be made available to the part-time faculty member at the end of the semester once all grades are submitted.
- D. Part-time faculty members shall have the right to submit additional questions, to suggest the removal of questions or to suggest other changes to the student evaluation forms for the department or program to consider, in order to address issues specific to the department, program, or course.
- E. Student course evaluations will not be used as the sole basis to evaluate a part-time faculty member's performance.
- F. The part-time faculty member may, if they choose, submit a written response to the student evaluations. The written response will be taken into consideration by the department or program when evaluating the faculty member.
- G. All part-time faculty who have taught in any specific Open Studies program, at least once per academic year (June through May) consistently for two years, may request a formal evaluation of their classroom teaching performance. These limitations shall not apply in circumstances where a requested evaluation is to determine whether a faculty member has remedied a previously identified performance issue.
- H. Formal evaluations shall be carried out by a member of Open Studies staff familiar with the program in which the faculty member teaches. Evaluations will also be reviewed by the lead academic officer for the division or an appropriate designee of the lead academic officer.
- I. The formal evaluation will be based on teaching effectiveness as evidenced by student course evaluations, classroom observation, a review of the syllabus and course materials, and an optional part-time faculty member self-evaluation. The Evaluators shall give consideration to all relevant material provided by the part-time faculty member in advance of the evaluation being prepared.

- J. One of the Evaluators will conduct a classroom observation for purposes of the formal evaluation.
  - 1. The time and date of the observation shall be designated in advance by mutual agreement between the Evaluator and the part-time faculty member, although the Administration reserves the right to conduct additional classroom observations at any time.
  - 2. Classroom observation(s) shall 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.
- K. After the evaluation the evaluator will prepare a written evaluation report, which will be made available to the part-time faculty member. Upon request of the part-time faculty member, the lead academic officer or an appropriate designee of the lead academic officer of Open Studies 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 three (3) weeks of the part-time faculty member's receipt of the report. The lead academic officer or an appropriate designee of the lead academic officer of Open Studies shall review the optional response with the part-time faculty member and respond in writing to the concerns expressed within three (3) weeks. The part-time faculty member's optional response and Open Studies response shall be maintained as part of the evaluation materials.
- L. Part-time faculty members may request additional classroom observations no more than once a semester, between formal evaluations. Open Studies reserves the right to deny such a request, but should such a request be granted, written feedback from additional observations will be made available to the part-time faculty member within a reasonable period of time after the classroom observation. The process followed in paragraph I will apply.
- M. If, during a course, MICA is made aware of a significant issue regarding the part-time faculty member's teaching performance, MICA shall promptly notify the part-time faculty member of the alleged performance issue and, when time and circumstances permit, give the part-time faculty member guidance on how to rectify the issue. The purpose of this paragraph is to provide the part-time faculty member with notice of an alleged performance issue when received while protecting student confidentiality.
- N. MICA reserves the right to observe teaching performance at any time. MICA further reserves the right to initiate a formal evaluation based on performance issues.
- O. Open Studies will maintain an evaluations file for each part-time faculty member. Following College protocol, the part-time faculty member may examine and make copies of the file at any time.

#### **Article 7 – Access to Services**

- A. Part-time faculty members shall be included in MICA's orientation week (normally the week before classes begin in the fall semester).

- B. The Faculty Handbook and any relevant policies and procedures shall be available to part-time faculty members on MICA's website.
- C. Part-time faculty members shall have access to available information about the course they are appointed to teach, including available syllabi and other course materials from previous years.
- D. Upon being scheduled to teach, part-time faculty shall have access to a standardized orientation package from their department(s) and/or program(s) including, but not limited to, information on the following topics, if applicable:
  - 1. Available supplies and their locations;
  - 2. Available technology;
  - 3. Funds available for supplies, field trips, and guest speakers; along with the process for utilizing such funds;
  - 4. A statement that evaluations will be conducted according to the time periods and standards in Article 6 of this Agreement, accompanied by a notice or link to this Agreement;
  - 5. Contact information for the chair/director and relevant staff in the department/program;
  - 6. The departmental process for reimbursement of teaching-related expenses.
- E. Part-time faculty members shall have reasonable access to the supplies, materials, and/or technologies normally provided and needed to teach the course consistent with applicable MICA and/or departmental/program policies and practices. If the supplies, materials, and/or technologies normally provided and needed to teach the course are unavailable, the part-time faculty member shall obtain authorization from MICA before incurring any out-of-pocket expense. If the part-time faculty member is authorized in advance by MICA to purchase supplies, materials and/or technologies for a course, they will be promptly reimbursed, upon submission of a receipt or other documentation of the expense. Part-time faculty are eligible for reimbursement of approved teaching-related expenses through the same process as other faculty in the relevant department(s). All faculty are expected to create expense reports for their own expenses.
- F. All proposed course-related field trips requiring an expense reimbursement must be approved in advance by the relevant department or program and, if approved, part-time faculty members must abide by applicable MICA and/or departmental/program policies and practices relating to such field trips. Any out-of-pocket expense authorized in advance by MICA and incurred by the part-time faculty member will be promptly reimbursed upon submission of a receipt or other documentation of the expense.
- G. Computers, printers, photocopiers, and other equipment shall be made accessible to part-time faculty consistent with applicable MICA and/or departmental/program policies and practices. Part-time faculty shall be provided with a MICA email address, which is the institution's formal means of communication, and shall have access to MICA's on-line academic support resources.
- H. In order to maintain a continuous connection to the MICA teaching and learning community, part-time faculty shall retain privileges associated with their status as part-time MICA employees for 365 days from the date of their last paycheck, including, but not limited to access to the following, subject to MICA's restrictions and conditions: MICA email, MICARD with

building access, parking permits, the Library and associated eResources, the College Learning Management System, College-wide standard software packages (if permitted under the terms of the applicable software license agreement) and the MICA Print Center.

#### **Article 8 - Labor-Management Collaboration Committee**

- A. MICA and the Union are committed to an ongoing collaborative relationship that fosters effective ongoing communication, and addresses issues and concerns with solutions that are in the best interest of the parties. To that end, we agree to the creation of a joint labor-management collaboration committee.
- B. The Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by MICA.
- C. The Labor-Management Collaboration Committee shall consider and make recommendations on matters of general importance to the part-time faculty and MICA.
- D. The Committee shall meet four (4) times each academic year. Additional meetings may be held by mutual agreement. Designated representatives of the Union and MICA will suggest agenda items two (2) weeks prior to each meeting. The parties will designate their own representatives to the Committee.
- E. MICA shall retain the final authority with respect to adopting recommendations made by the Committee.

#### **Article 9 - Academic Freedom and Part-Time Faculty Rights and Responsibility**

- A. Subject to the terms of this Agreement, part-time faculty members shall have the same academic freedom and responsibility as full-time faculty, as set forth in the Faculty Handbook, as it may be modified from time to time. The Union shall be notified and provided an opportunity to comment on proposed changes to the Faculty Handbook. The notice shall be provided at least fourteen (14) calendar days before the proposed changes are scheduled to be implemented, and comments will be considered if they are submitted by the Union within fourteen (14) calendar days after the Union's receipt of the proposal. MICA shall retain the right to implement changes to the Faculty Handbook following this notice and comment period.
- B. Part-time faculty members shall comply with the expectations regarding course curricula, teaching and grading responsibilities, student outcomes and assignments, as set forth in the Faculty Handbook, as it may be modified from time to time. Part-time faculty members shall be notified in advance of any changes in these expectations and shall be given a reasonable opportunity to comply with said changes.
- C. Part-time faculty members will follow MICA's policy on plagiarism and the student code of conduct. MICA and the Union have a shared interest in ensuring that students understand and comply with the policy on plagiarism and the student code of conduct, and will work cooperatively to support a culture of compliance.



- D. If a part-time faculty member believes that a student has violated the policy on plagiarism, the part-time faculty member is expected to follow that policy and MICA will not penalize a faculty member who complies with the policy.

#### **Article 10 – Access to the Academic Community**

- A. Part-time faculty are expected to attend meetings of the department, program, or division in which they are teaching, as called by management. MICA will provide reasonable advance notice of the time and location of the meeting. Part-time faculty members shall be excused from attendance due to circumstances beyond their reasonable control.
- B. MICA recognizes the significant contribution that part-time faculty make to its educational programs and from time to time may ask part-time faculty to help with advising students or participating in events where departmental representation is required. Part-time faculty, however, are not required to participate in other activities not directly related to course preparation and delivery unless they so choose to do so or there is a prior agreement for compensation.
- C. Part-time faculty are welcome at all events open to the full faculty, including lectures, openings, and semi-annual full faculty meetings called by the administration.
- D. General communications to faculty shall be inclusive of both full-time and part-time faculty.
- E. MICA supports and will facilitate discussions with the Faculty Assembly about part-time faculty participation on committees of the Faculty Assembly.

#### **Article 11 - Advancement**

- A. Openings for full-time faculty positions, and the instructions for applying for such positions, are posted on MICA's website.
- B. In an effort to further a climate of professional growth and continuous improvement, a part-time faculty member who applies for a full-time position and is not selected may request a joint meeting with the Department Chair or Program Director, and a representative of Human Resources to get constructive feedback about the relative merits of their application for the full-time position.

#### **Article 12 - Non-Discrimination**

- A. MICA is committed to equal opportunity, affirmative action and an environment free of discrimination and sexual and other discriminatory harassment as recognized under applicable law and/or as stated in the Faculty Handbook and applicable MICA policies, as each may be amended from time to time. Protected categories in place as of the effective date of this Agreement shall remain in effect for the duration of this Agreement. The Union shall be notified and provided an opportunity to comment on proposed changes to the Faculty Handbook. The notice shall be provided at least fourteen (14) calendar days before the proposed changes are scheduled to be implemented, and comments will be considered if they are submitted by the Union within fourteen (14) calendar days after the Union's receipt of the proposal. MICA shall

retain the right to implement changes to the Faculty Handbook following this notice and comment period.

- B. The Union acknowledges that, like other MICA employees, part-time faculty members covered by this Agreement are subject to MICA policies prohibiting discrimination and harassment, as referenced in paragraph A.
- C. Notwithstanding any other provision of this Agreement, MICA shall have authority to take all actions necessary to comply with disability law, including but not limited to the authority to take actions that MICA deems to be necessary to effect reasonable accommodations. The Union and part-time faculty members shall cooperate with MICA in complying with the law and applicable provisions of the Faculty Handbook.
- D. Both MICA and the Union shall be bound, as well, by any applicable substantive and/or procedural change in law during the term of this Agreement.
- E. MICA will continue to publicize its equal opportunity policies and procedures, including the sexual harassment policy. Any claim of harassment involving a part-time faculty member shall be handled through the Harassment Review Board, as provided in the Faculty Handbook, and not through the Grievance and Arbitration procedure under this Agreement. Nothing contained herein shall preclude a part-time faculty member from exercising their rights under applicable law.
- F. MICA shall not discriminate against or harass any faculty member on the basis of union membership status or union activity.

### **Article 13 – Health and Safety**

MICA and the Union are committed to providing a safe working environment for all part-time faculty members. To that end, the Labor-Management Collaboration Committee as provided for in Article 8, in addition to its other duties, shall be responsible for considering and making recommendations on health and safety issues as they arise.

### **Article 14 - Payday**

- A. A part-time faculty member shall be paid on a timely basis, in accordance with MICA's normal business operations, for the teaching and other compensable duties they performed, provided the part-time faculty member has submitted to MICA, in a timely fashion, all documentation or information necessary for the processing of said payment.
- B. An itemized pay stub shall be available to part-time faculty members in electronic form. The precise payday shall be the same day set for other MICA employees who are similarly situated.

### **Article 15 - Personnel Files**

- A. A part-time faculty member may review their personnel file by appointment with MICA's Human Resources Department. Upon their request, the part-time faculty member will be given a photocopy of any item(s) in such file.

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

#### **Article 16 - Class Size**

- A. MICA shall continue its current practice of providing part-time faculty members with graduate teaching interns upon request, subject to availability.
- B. The minimum and maximum numbers of students in a particular course shall be the same, regardless of whether the course is taught by part-time faculty or full-time faculty. If MICA determines to change the maximum class size for a course or set of courses, affected part-time faculty will be notified when full-time faculty are notified of the change. If MICA seeks input from full-time faculty on maximum class size decisions, part-time faculty will also be given an opportunity for input.

#### **Article 17 – Discipline and Discharge**

- A. MICA reserves the right to discipline or discharge a part-time faculty member during the term of an appointment for reasons of just cause. The part-time faculty member may grieve such discipline or discharge through the provisions of Article 18 (Grievance and Arbitration). Just cause shall mean that there is a reasonable basis for MICA's action, supported by substantial evidence, which MICA reasonably believes to be true, and which is not based on arbitrary, capricious or illegal reasoning, and the discipline is commensurate with the seriousness of the alleged infraction and other surrounding circumstances.
- B. MICA may place a part-time faculty member on a paid administrative leave pending an investigation concerning an allegation of misconduct by the part-time faculty member. Such a paid administrative leave shall not be considered to be disciplinary action that is subject to the just cause standard.
- C. A part-time faculty member shall have the right to request that a Union representative be present at an investigatory interview if the faculty member reasonably believes that they may be disciplined as a result of information provided during the interview. Such a request shall not be denied unless it would unreasonably delay the interview.
- D. Each appointment ceases at the end of the designated appointment period. The expiration of an appointment or MICA's failure to offer re-appointment shall not be considered to be disciplinary action that is subject to the just cause standard, but instead shall be subject to the provisions of Article 5 (Appointment and Re-Appointment).

#### **Article 18 - Grievance and Arbitration**

- A. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article,

it is agreed an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and MICA.

- B. An aggrieved part-time faculty member or the Union shall present a grievance within twenty-one (21) calendar days of its occurrence or discovery, or such grievance shall be deemed waived. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this agreement at issue, and the relief requested.

- C. The following steps shall be followed in the processing of grievances:

**Step 1.** The part-time faculty member shall file the grievance with their Department Chair or Program Director within twenty-one (21) calendar days of its occurrence or discovery. If the grievance is not resolved satisfactorily within fourteen (14) calendar days thereafter, the grievance may proceed to Step 2. Furthermore, while the part-time faculty member and MICA are encouraged to resolve disputes at Step 1, the Union may initiate a grievance on the part-time faculty member's behalf at Step 2, provided it is so initiated within the twenty-one (21) calendar days specified in paragraph B above. In the event an individual part-time faculty member and MICA settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this agreement.

**Step 2.** If the grievance is not resolved at Step 1, the part-time faculty member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Vice Provost or Dean of the relevant Division or Program, or their designee, within fourteen (14) calendar days of receipt of the Step 1 response, or within fourteen (14) calendar days of the deadline for the Step 1 response, if none was received. If the grievance is filed within the time limits, the Vice Provost or Dean or their designee shall conduct a meeting for the purpose of attempting to resolve the grievance. Any grievance filed by the Union on behalf of two or more part-time faculty members, or a grievance involving the discharge of a part-time faculty member, may be filed at Step 2. If the grievance is not resolved at this meeting, the Vice Provost or Dean or their designee shall respond to the Union in writing within twenty-one (21) calendar days of the meeting. If the Vice Provost or Dean or their designee fails to respond within twenty-one (21) calendar days of the meeting, the grievance may proceed to Step 3.

**Step 3.** A grievance not resolved at Step 2 may be appealed in writing by the Union to MICA's Provost or their designee within fourteen (14) calendar days of the conclusion of Step 2. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step. If the grievance is not resolved at this meeting, the Provost or their designee shall respond to the Union in writing within twenty-one (21) calendar days of the meeting. Any grievance filed against a Vice Provost or Dean may be initiated at Step 3. Additionally, as to any other grievance, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

**Arbitration.** A grievance not resolved at Step 3 may be appealed to arbitration by the Union by giving notice to MICA within twenty-one (21) calendar days of the Step 3 response.

- D. 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. The

arbitrator shall have jurisdiction only over grievances, as defined in this Article, and shall have no authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by MICA on matters committed to MICA's discretion under Article 20 (Management Rights) which are not further abridged by other terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

- E. The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and MICA.
- F. If a part-time faculty member must miss a class because they are required to attend an arbitration, there will be no loss of compensation from MICA for that part-time faculty member. The part-time faculty member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Vice Provost, Dean, or the faculty member's immediate supervisor. Such replacement approval shall not be unreasonably denied.
- G. All time limits herein may be extended by mutual agreement expressed in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon. All meetings referenced in this Article shall be scheduled at a date and time mutually agreed to by the parties. If the aggrieved part-time faculty member is expected by the Union to attend and fails to attend two scheduled grievance meetings on the same grievance, without reasonable advance notice to MICA and the Union, the grievance shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

**Article 19 - Compensation and Benefits**

**Section 1 – Compensation**

Effective August 1, 2022, part-time faculty in degree programs shall be compensated under a band system as outlined below. Active part-time faculty will be placed in a band based on their current step or their years of teaching at MICA, whichever is greater. Years of teaching at MICA will be calculated based on whether the faculty member taught at least one course at MICA in each year (measured from June 1 - May 31) going back to their start date at MICA. After they are placed in a compensation band, part-time faculty members will automatically get credit for each year of teaching at MICA, provided they have taught at least one course at MICA in the prior academic year.

- A. In academic year 2022-2023, the compensation bands for Degree Program Faculty shall be as follows:

<b>Years of Teaching at MICA</b>	<b>Rate Per Credit</b>
0-3 years	\$1,461
4-6 years	\$1,588

7-9 years	\$1,715
10-12 years	\$1,842
13-15 years	\$1,969
16-18 years	\$2,096
19-21 years	\$2,223
22-24 years	\$2,350
25+ years	\$2,477

- B. In academic year 2023-2024, the compensation bands for Degree Program Faculty shall increase to the following rates plus the percentage COLA increase applied to the full-time faculty scale for the 2023-2024 academic year:

Years of Teaching at MICA	Rate Per Credit
0-3 years	\$1,483
4-6 years	\$1,612
7-9 years	\$1,741
10-12 years	\$1,870
13-15 years	\$1,999
16-18 years	\$2,128
19-21 years	\$2,257
22-24 years	\$2,385
25+ years	\$2,514

- C. In academic year 2024-2025, the compensation bands for Degree Program Faculty shall increase to the following rates plus the percentage COLA increase applied to the full-time faculty scale for the 2024-2025 academic year:

Years of Teaching at MICA	Rate Per Credit
0-3 years	\$1,505

4-6 years	\$1,636
7-9 years	\$1,767
10-12 years	\$1,898
13-15 years	\$2,029
16-18 years	\$2,160
19-21 years	\$2,290
22-24 years	\$2,421
25+ years	\$2,552

D. A new part-time faculty member's initial placement on a compensation band will be determined based on a combination of teaching experience and professional experience, as follows:

1. Professional experience:

- a. For each year worked in the field, the faculty member can receive credit for one year of teaching at MICA for purposes of initial placement on the band system.
- b. The work must be relevant to the course(s) taught by the faculty member at MICA and must be equivalent to full time work on an annual basis (1,680 hours per year). Contract work, freelance work, or other relevant work for which the employee receives compensation in that year will be counted if the member certifies with a CV and other appropriate supporting documentation, that such work is equivalent to full time work on an annual basis.

2. Teaching Experience:

- a. For each fifteen (15) credits taught, the faculty member can receive credit for one year of teaching at MICA for purposes of initial placement on the band system.
- b. The classes taught must be relevant to the course(s) to be taught by the faculty member at MICA.
- c. The classes must be for credit courses taught at accredited colleges only.
- d. No high school, no private school or organizations, no non-credit teaching, and no teaching assistantships will be counted (except that K-12 teaching may be counted for faculty members in the Art Ed curriculum).

- e. If the faculty member taught fifteen (15) or more credits in an academic year, any professional experience does not count in that same year.
3. The Administration reserves the right to place a new part-time faculty member on a higher band when needed to hire the new part-time faculty member in a field with a high level of market demand.
- E. When there is more than one instructor of record, the salary for the course shall be divided according to percentage effort, as agreed to in advance by the instructors.
- F. Miscellaneous compensation:

<b>Category</b>	<b>Rate</b>
Course Cancellation fee	\$700 if the course is cancelled within 21 calendar days (or within 7 calendar days in Open Studies) before the date of the first class. If the course is cancelled after classes begin, the part-time faculty member shall be paid the cancellation fee plus wages due (i.e., their pro-rated salary based on the number of classes actually taught).
Serving on departmental or other MICA committee	\$350 per semester
Other services provided by a part-time faculty member	Rate can be negotiated between the part-time faculty member and MICA, but part-time faculty members cannot be required to perform duties for which they are not compensated.

**Section 2 – Open Studies Salary Scales**

Open Studies Degree Program Faculty:

The compensation bands and criteria for placement for Degree Program Faculty shall apply to part-time faculty teaching in Open Studies degree programs.

Open Studies Non-Degree Credit Bearing Faculty:

Effective August 1, 2022, part-time faculty teaching in Open Studies non-degree, credit-bearing programs (including pre-college and travel intensives) shall be compensated under a band system as outlined below. For pre-college and travel intensives, compensation for teaching would be based on the bands and additional non-teaching work would be compensated based on staff salary scales. The criteria for placement on these compensation bands will be the same as for Degree Program Faculty.



- A. In academic year 2022-2023, the compensation bands for Open Studies Non-Degree Credit Bearing Faculty shall be as follows:

Years of Teaching at MICA	Rate Per Credit
0-3 years	\$1,198
4-6 years	\$1,302
7-9 years	\$1,406
10-12 years	\$1,511
13-15 years	\$1,615
16-18 years	\$1,719
19-21 years	\$1,823
22-24 years	\$1,927
25+ years	\$2,031

- B. In academic year 2023-2024, the compensation bands for Open Studies Non-Degree Credit Bearing Faculty shall increase to the following rates plus the percentage COLA increase applied to the full-time faculty scale for the 2023-2024 academic year:

Years of Teaching at MICA	Rate Per Credit
0-3 years	\$1,216
4-6 years	\$1,322
7-9 years	\$1,428
10-12 years	\$1,533
13-15 years	\$1,639
16-18 years	\$1,745
19-21 years	\$1,850
22-24 years	\$1,956
25+ years	\$2,062

- C. In academic year 2024-2025, the compensation bands for Open Studies Non-Degree Credit Bearing Faculty shall increase to the following rates plus the percentage COLA increase applied to the full-time faculty scale for the 2024-2025 academic year:

Years of Teaching at MICA	Rate Per Credit
0-3 years	\$1,234
4-6 years	\$1,342
7-9 years	\$1,449
10-12 years	\$1,556
13-15 years	\$1,664
16-18 years	\$1,771
19-21 years	\$1,878
22-24 years	\$1,985
25+ years	\$2,093

YPS and Non-Credit Faculty:

Effective August 1, 2022, part-time faculty teaching in YPS and non-credit bearing programs shall be compensated under a band system as outlined below. The criteria for placement on these compensation bands will be the same as for Degree Program Faculty, except that for YPS Faculty, years of elementary, middle or high school art teaching will be considered for initial placement on the bands. In the case of a K-12 teacher, one full academic year equals one full year of teaching experience. Any portion of a school year counts for the same amount of teaching experience (e.g., ½ time teaching for a full academic year equals ½ year of teaching experience).

The compensation bands shall be prorated by 25 hour blocks for courses that have more or less than 75 contact hours.

- A. In academic year 2022-2023, the compensation bands for YPS and Non-Credit Faculty shall be as follows:

Years of Teaching at MICA	Rate Per 25 Contact Hours
0-3 years	\$1,067
4-6 years	\$1,159
7-9 years	\$1,252

10-12 years	\$1,345
13-15 years	\$1,437
16-18 years	\$1,530
19-21 years	\$1,623
22-24 years	\$1,716
25+ years	\$1,808

- B. In academic year 2023-2024, the compensation bands for YPS and Non-Credit Faculty shall increase to the following rates plus the percentage COLA increase applied to the full-time faculty scale for the 2023-2024 academic year:

<b>Years of Teaching at MICA</b>	<b>Rate Per 25 Contact Hours</b>
0-3 years	\$1,083
4-6 years	\$1,177
7-9 years	\$1,271
10-12 years	\$1,365
13-15 years	\$1,459
16-18 years	\$1,553
19-21 years	\$1,647
22-24 years	\$1,741
25+ years	\$1,835

- C. In academic year 2024-2025, the compensation bands for YPS and Non-Credit Faculty shall increase to the following rates plus the percentage COLA increase applied to the full-time faculty scale for the 2024-2025 academic year:

<b>Years of Teaching at MICA</b>	<b>Rate Per 25 Contact Hours</b>
0-3 years	\$1,099
4-6 years	\$1,194

7-9 years	\$1,290
10-12 years	\$1,385
13-15 years	\$1,481
16-18 years	\$1,576
19-21 years	\$1,672
22-24 years	\$1,767
25+ years	\$1,863

**Section 3 – Professional Development**

- A. To foster professional development, part-time faculty will have access to the Lucas and the Marcella Brenner Development Grants according to the terms and procedures applicable to all faculty at MICA.
- B. MICA will create a professional development fund of \$12,500 per academic year for the term of this Agreement, through which part-time faculty members may request reimbursement for the reasonable costs associated with professional development opportunities related to teaching. The total amount payable from the fund shall not exceed \$12,500 in an academic year. A part-time faculty member whose request is accepted will be reimbursed up to \$1,000 in an academic year for verified expenditures related to the approved professional development opportunity.

**Section 4 – Benefits**

- A. Part-time faculty members shall be eligible for the following benefits according to the terms and conditions set forth in the Faculty Handbook and the plan documents and summary plan descriptions as are in effect from time to time, which are incorporated into this Agreement:
  1. Medical and Dental Plans (at the faculty member’s cost)
  2. Defined contribution 403(b) Retirement Plan (if the faculty member works an average of 20 hours per week)
  3. Supplemental Life Insurance, Spouse/Partner Life, and Dependent Life Insurance (at the faculty member’s cost)
  4. Personal Short-Term Disability Insurance (at the faculty members cost)
  5. Vision Care Benefits (at the faculty member’s cost)
  6. Social Security and Unemployment Compensation
  7. Worker’s Compensation
  8. Credit Union Membership through Johns Hopkins Federal Credit Union
  9. Payroll deduction option for MICA’s Fitness Center
  10. Discounted gym membership at the University of Baltimore Recreation Center

11. MICA Bookstore Discount

12. Commuter Choice Program (pretax parking and pretax passes)

- B. MICA reserves the right to modify, suspend, or terminate these benefit plans, provided that any such modification, suspension or termination is generally applicable to other MICA employees who are eligible to participate in these plans.
- C. If a part-time faculty member must miss one or two classes during a course for reasons covered by the Maryland Healthy Working Families Act and those classes cannot be rescheduled, the faculty member's salary for that course shall not be reduced as a result of missing up to two classes. If, however, a part-time faculty will miss more than two classes, MICA and the faculty member shall discuss whether the faculty member will be able to complete the course without an adverse impact on the students. If it is determined that the faculty member will be unable to complete the course without an adverse impact on the students, MICA may replace the faculty member for the remainder of the course and the faculty member's salary will be prorated based on the number of classes actually taught plus up to two missed classes. MICA retains the right to make the determination as to whether the faculty member can complete the course without an adverse impact on the students.

#### **Article 20 — Management Rights**

- A. All rights, functions, and prerogatives of management, whether written or unwritten, which have not been modified or restricted by an express written provision of this Agreement, are retained by MICA and may be exercised by MICA in its sole discretion. These rights of management shall include, but not be limited to, the right to establish, plan, direct and control MICA's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control MICA's operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of part-time faculty members; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which part-time faculty members' performance is evaluated; to establish and require part-time faculty members to observe MICA's rules and regulations; to discipline or dismiss part-time faculty members; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to part-time faculty hiring and retention and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.
- B. No action taken by MICA with respect to a management right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

## **Article 21 – No Strike/No Lockout**

- A. During the term of this Agreement, the Union agrees that it will not call, instigate, engage or participate in, encourage, approve, or endorse, nor will it permit any part-time faculty member to call, instigate, engage or participate in, any strike; sympathy strike; sit-down; slow-down; demonstration that interferes with or disrupts the normal operations of MICA as a result of the Union or part-time faculty member's actions; withholding of or delaying any grades, academic evaluations, or other required documents as a form of concerted activity (as defined under the National Labor Relations Act); or any other interference with or stoppage of work by part-time faculty members. Any part-time faculty member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, up to and including discharge.
- B. In the event that any part-time faculty member violates the provisions of paragraph A, the Union shall immediately use every reasonable means at its disposal to persuade part-time faculty members who participate or engage in any such action to cease such action and return to full, normal, and timely work, including the distribution to the part-time faculty members and MICA, within twenty-four (24) hours of notice of a violation of this Article by MICA to any Union officer or to the Union offices, of a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be discontinued immediately.
- C. MICA agrees that it shall not lock out any of the employees covered by this Agreement.
- D. Any grievance alleging a violation of this Article shall be submitted directly to arbitration on an expedited basis. The sole issue in arbitration shall be whether or not a violation of this Article has, in fact, occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation, except for circumstances beyond the employee's reasonable control.

## **Article 22 – Savings Clause**

- A. It is hereby declared to be the intention of the parties to this agreement that the sections, paragraphs, sentences, clauses and phrases of this agreement are subject to applicable law, and are separable. If any part of this agreement is found to be invalid because of a conflict with applicable law or to give rise to a reporting obligation to the U.S. Department of Labor, such invalidity or reporting obligation shall not affect the remaining parts of this agreement, and the parties shall meet to negotiate a substitute provision.

## **Article 23 – Term of Agreement**

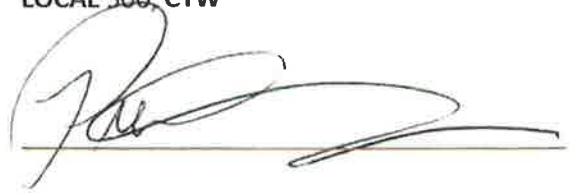
- A. This agreement shall be in full force and effect from May 31, 2022 to and including June 30, 2025, and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, prior to January 31, 2025; provided, however, that where neither party gives such notice of modification or termination prior to January 31, 2025, the agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the agreement, at least ninety (90) days thereafter.

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## LETTER OF UNDERSTANDING ON ACADEMIC YEAR APPOINTMENTS

The Parties share a common interest in piloting the use of academic year appointments for part-time faculty, as contemplated in Article 5.B of the Agreement. The Parties believe that the planning and predictability associated with academic year appointments can provide advantages for the MICA community, including students, part-time faculty, and administrators.

Accordingly, the Parties, working through the Labor-Management Collaboration Committee will continue to pilot academic year appointments for part-time faculty. For this continuing pilot, the Provost, working with the appropriate academic administrators and program chairs, will identify at least twenty (20) part-time faculty teaching in academic year 2022-23 whose course offerings are predictable and appropriate for academic year appointments, and issue those appointments for the subsequent academic year. MICA also will identify at least twenty-five (25) part-time faculty teaching in academic year 2023-24 whose course offerings are predictable and appropriate for academic year appointments, and issue those appointments for the subsequent academic year. The part-time faculty who receive academic year appointments may vary from year to year. However, academic year appointments will be renewed when MICA is able to identify course offerings that are predictable and appropriate.

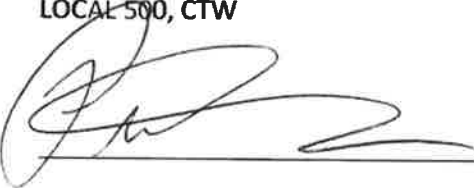
Academic year appointments would continue to be for specific courses and would not change the standard for good faith consideration under Article 5.L, but multiple course appointments could be grouped into a single academic year appointment. The Labor-Management Collaboration Committee shall make recommendations concerning the overall design, implementation and assessment of academic year appointments.

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**LETTER OF UNDERSTANDING ON ALTERNATIVES TO PER COURSE APPOINTMENTS**

A. The Union and the Administration shall develop, through a subcommittee of the Labor-Management Collaboration Committee, alternatives to per course appointments for part-time faculty. Discussions shall include, but not be limited to, possible pathways to a full-time position at MICA (likely in Undergraduate Studies).

B. The alternatives shall be consistent with the terms of the Faculty Handbook, but the Parties shall engage the support of the Faculty Assembly if a clarification or modification of the Faculty Handbook would be appropriate to implement the Committee's recommendations.

C. ~~The Committee shall make recommendations on alternatives to per course appointments by June 30, 2023.~~

D. The Administration will implement the recommendations by June 30, 2024, provided that any necessary changes to the Faculty Handbook have been made by that time and there are no other extenuating circumstances that would reasonably prevent implementation.

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## LETTER OF UNDERSTANDING ON IMPROVING ACCESS AND SUPPORT FOR MICA PART-TIME FACULTY

The parties to this agreement have a common interest in building a culture of teaching and learning at MICA in which part-time faculty have consistent and transparent access to the tools, resources and instructional and non-instructional spaces that provide critical support for their work as educators.

The “Framework for Part-Time Faculty Inclusion and Engagement” that was developed in AY2020-21, and will be implemented beginning in Fall 2022, represents an initial step in this direction that focuses on improvements to communication and more inclusion and equitable practice at the departmental/program level. The purpose of this letter of understanding is to map a set of initiatives that will reinforce and complement this department/program level work with improvements to access and support for part-time faculty that are college-wide and systemic. These initiatives will include, but are not limited to, the following:

- Designating a series of spaces across the MICA campus that will provide open access for part-time faculty to desk space, locker space, computers, software, and other key resources that support both face-to-face and hybrid modes of instruction. The Labor-Management Collaboration Committee (LMCC) will discuss and make recommendations for addressing these issues in AY 2022-23. In addition, part-time faculty will be consulted during the campus master planning process with respect to 1) the near-term development of existing or new prototypical shared spaces and 2) additional shared spaces across campus that create enhanced access and support. This process is expected to occur in AY 2022-23. Part-time faculty who are consulted in the campus master planning process will be compensated at a rate of \$350 per semester for meetings required outside of the LMCC.
- The Center for Teaching Innovation and Exchange will fund 2 part-time faculty positions on the C/TIE Advisory Committee, to begin in Fall 2022.
- An updated “Framework for Part-time Faculty Inclusion and Engagement” will be developed collaboratively within the LMCC and finalized by the LMCC each Spring for the following academic year. This initiative will take into consideration feedback from the bargaining unit and the administration. It will be distributed annually to all department Chairs and Directors during the Chairs and Directors meetings preceding the fall semester.

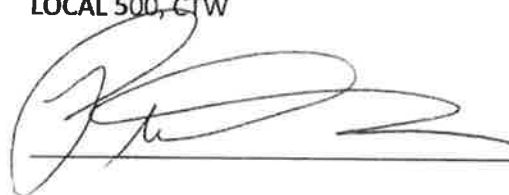
The LMCC will serve as the main steering group for these initiatives and will advise the College and monitor progress during the period of this Agreement.

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