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SMC FACULTY ASSOCIATION, MEA/NEA

COLLECTIVE BARGAINING AGREEMENT

Effective
August 9, 2023 through June 30, 2026

Table of Contents

ARTICLE I – INTRODUCTION	3
ARTICLE II – DURATION	3
ARTICLE III - ACADEMIC RESPONSIBILITY	3
ARTICLE IV - ACADEMIC FREEDOM	5
ARTICLE V - SUMMER BREAK RESPONSIBILITIES.....	5
ARTICLE VI - SMC’S STRATEGIC PLAN.....	5
ARTICLE VII - EMPLOYMENT STATUS	5
ARTICLE VIII - FACULTY RANK.....	8
ARTICLE IX - FACULTY LOAD	9
ARTICLE X - DISTANCE EDUCATION.....	11
ARTICLE XI - FACULTY SALARY.....	13
ARTICLE XII - RETIREMENT BENEFITS	17
ARTICLE XIII - HEALTH AND ANCILLARY BENEFITS	17
ARTICLE XIV - LIFE INSURANCE.....	17
ARTICLE XV - TUITION BENEFITS	18
ARTICLE XVI - PROFESSIONAL DEVELOPMENT.....	18
ARTICLE XVII - FACULTY EVALUATION.....	19
ARTICLE XVIII - LEARNER REACTION SURVEYS	20
ARTICLE XIX - EMPLOYEE RIGHTS.....	20
ARTICLE XX - RIGHTS OF THE COLLEGE	24
ARTICLE XXI - PROFESSIONAL AND ETHICAL CONDUCT.....	25
ARTICLE XXII - COLLEGE POLICIES, RULES, AND REGULATIONS	27
ARTICLE XXIII - DRUG FREE WORKPLACE	27
ARTICLE XXIV - COMMITTEES AT SMC	29
ARTICLE XXV – SPECIAL ASSOCIATION/ADMINISTRATION CONFERENCES.....	30
ARTICLE XXVI - ASSOCIATION RIGHTS.....	30
ARTICLE XXVII - GRIEVANCE PROCEDURE	31
ARTICLE XXVIII - ACADEMIC CALENDARS	34
Academic Calendar for 2023-2024	35
Academic Calendar for 2024-2025	36
Academic Calendar for 2025-2026	37
Academic Calendar for 2026-2027	38

APPENDIX A.....	40
Faculty Performance Evaluation Form.....	40
APPENDIX B.....	52
Classroom Observation Checklist.....	52
APPENDIX C.....	54
Learner Reaction Survey - Online	54
Learner Reaction Survey – F2F.....	55

This agreement made and entered into on the 9th day of August, 2023, by and between SOUTHWESTERN MICHIGAN COLLEGE (hereinafter designated as “SMC,” the “College,” or “Employer”) and the SOUTHWESTERN MICHIGAN COLLEGE FACULTY ASSOCIATION, MEA/NEA (hereinafter designated as the “Association”). This agreement shall be effective through the 30th day of June, 2026.

ARTICLE I – INTRODUCTION

Section 1.1 – Recognition. SMC recognizes the Association as the exclusive bargaining agent for the full-time faculty members of the College, excluding Deans, Supervisors, Executives, Adjunct Faculty, substitutes, temporary employees and all other College Employees. The College agrees not to negotiate with any organization other than the Association for the duration of this Agreement concerning the wages, hours, and terms and conditions of employment of personnel employed in the bargaining unit described above.

Section 1.2 – Purpose and Intent. The purpose and intent of this agreement are as follows:

Article VIII, Section 7 of the Michigan Constitution of 1963 states that the legislature shall provide by law for the establishment of public community colleges which shall be supervised and controlled by locally elected Boards of Trustees.

Pursuant to the provisions of the Community College Act, No. 331, of the Public Acts of 1966, the Board of Trustees has the authority and responsibility to promulgate rules for the proper establishment, maintenance, management, and administration of the College. In addition, the Board must adopt Bylaws, rules and regulations for its own government, and for the control and government of the College district.

The most fundamental function of the College is to provide affordable access to high quality postsecondary education to the taxpayers of our region and their children. Measurable high quality and relative affordability are hallmarks of SMC. The Board and the Association recognize that it is essential for the benefit of students and service to our taxpayers to have efficient operations of the College. The purpose of this Agreement is to develop a continuing harmonious and constructive relationship between the College and the Association.

ARTICLE II – DURATION

This Agreement is the complete Agreement between the Association and SMC and replaces in every respect the previous Agreement between the parties. This Agreement shall become effective on August 9, 2023 and will remain in effect through June 30, 2026. This Agreement will be automatically renewed for a period of one (1) year unless either party notifies the other in writing at least one hundred and twenty (120) days prior to its expiration, or anniversary thereof, of its desire to amend or terminate this Agreement; once notice is given, formal bargaining between the parties will commence at least sixty (60) days prior to the expiration of the current contract.

ARTICLE III - ACADEMIC RESPONSIBILITY

Providing high-quality instruction, creating opportunities for: student success for all students, student satisfaction, retention, graduation, and successful transfer in their subject areas are the core responsibilities of each faculty member.

Each faculty member shall, throughout the academic year, devote their full-time attention and energies to their assigned duties as necessary for timely completion of all assigned duties and tasks.

Faculty members shall:

- A. Be effective and dedicated teachers.
- B. Support the SMC instructional vision that is student-centered and embraces active and collaborative learning.
- C. Maintain satisfactory professional credentialing.
- D. Develop and produce measurements of academic outcomes for all courses taught and collaborate to develop these outcomes measures for academic programs that include their courses, maintain accurate records of such and submit to Chair and Dean within 30 days of the conclusion of each semester.
- E. Treat students equitably, with courtesy and respect.
- F. Mentor students.
- G. Be subject matter experts that remain current and connected to their discipline.
- H. Participate in recruiting, retaining, developing, and graduating students.
- I. Work to maintain the transferability of all transfer courses they teach.
- J. Return graded student assignments in a timely manner.
- K. Respond to student inquiries in a timely manner.
- L. Maintain accurate course information on the College's learning management system.
- M. Hold a minimum of five scheduled office hours per week during Fall and Spring semesters.
- N. Serve each semester on at least one College Committee as listed in the College Committees article. Participation on more than one College committee is encouraged whenever possible.
- O. Promptly report any incidents of workplace violence, threats of workplace violence, or observations of workplace violence, including any threatening behavior by students, to the appropriate official.
- P. Participate in institutional training required of all full-time employees of the College. Examples include but are not limited to diversity training, sexual harassment training, FERPA training, Title IX training, safety and security procedure training, and so forth, as well as any other training as agreed upon by the College and Association.

- Q. Participate as applicable in college-wide surveys, data gathering, grade reporting, Academic Warning System, Participation Confirmation Reporting, Outcomes Assessment, Noel-Levitz, and NCCBS.
- R. Adhere to institutional policies and procedures and recommend changes where needed.
- S. Demonstrate professionalism.

ARTICLE IV - ACADEMIC FREEDOM

Faculty are free to present instructional materials that are consistent with the approved course outcomes, as presented in the syllabus, and are pertinent to the subject and level taught. The faculty member must allow students to be free to learn in an environment which includes fair and uniform grading and which is free of inappropriate harassment that originates from or is tolerated by the instructor. In addition, opinion and theory should be identified as such by the instructor.

Faculty members shall have the right to select the textbooks, supplemental materials relevant to the course, and associated methodologies for the courses they teach. Uniform textbooks within courses may be required by the College.

ARTICLE V - SUMMER BREAK RESPONSIBILITIES

Faculty are not required to teach during the summer break beginning the day after Outcomes Assessment Days in the spring semester and concluding the day before Faculty Welcome Back Activities begin a week before fall semester.

Nevertheless, there are events related to College goals and student success during the summer, including but not limited to, recruiting events, student orientations and some committee meetings. As much as possible, the College will work around the Summer semester using faculty who are teaching during the summer or who volunteer for these activities.

All faculty are still expected to monitor their emails and to respond to student-based inquiries.

ARTICLE VI - SMC'S STRATEGIC PLAN

The College's Strategic Plan is the multifaceted set of college-directed activities intended to increase student success, student satisfaction, retention, graduation, successful transfer and robust institutional enrollments. Faculty members from each academic department shall be included in the development of the Strategic Plan and may provide input during the strategic plan process. Upon adoption of the Strategic Plan by the Board of Trustees, copies of the plan shall be distributed to all departments.

ARTICLE VII - EMPLOYMENT STATUS

Section 7.1 – Employment Status. SMC has two types of full-time faculty: (1) those whose compensation is funded by the College (referred to as “College-Funded Faculty”) and; (2) those whose compensation is funded partially or fully by an outside entity (i.e. a partner high school or consortium organization) or grant (referred to as “Third-Party-Funded Faculty”).

Section 7.2 - Types of Employment Contracts for All Faculty. The following types of employment contracts may be offered to both College-Funded and Third-Party-Funded Faculty:

- Probationary
- Provisional
- Regular

A. Probationary Contracts:

1. New Hires.

Initial faculty contracts are for one academic year of two semesters only. This contract type will be known as a “Probationary Contract”.

For new faculty members hired after October 1st of each academic year, the initial contract offered (a short contract) will be for the remaining months of that academic year contract period (to early/mid-August). Faculty members under a short contract will be notified not later than April 15th if they are being offered an extension of the contract, which will be for one year for the following academic year. This short contract will be considered Probationary from the initial offer through the additional one-year period if it is offered.

Once a Probationary Contract has expired, the offer of another full-time contract is at the sole and exclusive discretion of the College President. The initial offer of a full-time contract does not specifically state nor imply continued employment with the College.

A faculty member selected for reappointment after the initial Probationary Contract expires shall be offered either another one-year Probationary Contract if the faculty member’s Performance Evaluation resulted in a final determination of “Unacceptable”, or a Provisional Contract, which would be for a period of two years. At the conclusion of any contract, the College is under no obligation to offer another contract.

2. Regular Faculty Members Returning to Probationary Contracts.

Any faculty member who has already been on a Provisional or Regular Contract, but whose Performance Evaluation results in a final determination of “Unacceptable” may be placed on a Performance Improvement Plan (PIP) at the conclusion of their Provisional or Regular Contract, whichever applies, and may be offered another Probationary Contract instead of a Provisional Contract, Regular Contract or no contract. Such faculty members will continue to be observed and evaluated in the same manner as all faculty members on a Probationary Contract. Human Resources will participate in determining if the conditions of the PIP have been met. If the terms of the PIP are not met during a second Probationary contract, the College is under no obligation to offer another contract. This decision will be based on the final determination in the faculty member’s Performance Evaluation and recommendation from the Supervising Dean and the Provost. Their recommendation will be forwarded to the College President, whose decision will be final and binding regarding the reappointment of this faculty member.

A faculty member who is on a Probationary Contract after being on a Provisional or Regular Contract and whose Performance Evaluation during the Probationary Contract period results in a final determination of “Acceptable with Concerns” or “Acceptable” will be offered

another Provisional or Regular Contract, depending on what type of contract they were on before the Probationary period (i.e., they will be placed back where they were before the Probationary Contract).

B. Provisional Contracts:

“Provisional Contracts” are for a period of two years. At the conclusion of the Provisional Contract, there is no obligation on the part of the College to extend this contract or to offer another contract, except at the sole discretion of the College President based on the recommendation of the supervising Dean and the Provost.

For Third-Party Funded Faculty, Provisional Contracts will only be offered if the faculty member is selected for reappointment after completing a Probationary Contract, the faculty member is not placed on another Probationary Contract, and two or more years remains on the contract between SMC and the Third-Party. Otherwise, another one-year Probationary Contract will be offered.

C. Regular Contracts:

Except as otherwise stated herein, faculty members serving under a Provisional Contract who are selected for reappointment and who are not offered another Probationary contract in accordance with Section A (2) of this Article, will next be offered a three-year contract, known as a “Regular Contract.” At the conclusion of a Regular Contract, there is no obligation on the part of the College to extend this contract or to offer another contract, except at the sole discretion of the College President, based on the recommendation of the Supervising Dean and the Provost.

For Third-Party Funded Faculty, Regular Contracts will only be offered only if the faculty member is selected for reappointment after completing a Provisional Contract, the faculty member is not placed on another Probationary Contract, and three or more years remains on the contract between SMC and the Third-Party.

Section 7.3 - Termination of Contracts. Except as otherwise stated herein, faculty members shall not have their employment terminated during the term of their contract without due process and just cause. A faculty member whose employment is terminated during the term of their individual contract may choose to use the Grievance Procedure. The outcome of the Grievance Procedure is final and binding on the grievant and the Association.

An exception to this provision exists for Third-Party Funded Faculty members who were hired for the express purpose of working in a Third-Party Funded position. Such faculty members’ employment may be terminated during the term of their contract if there is a cancellation of a contract with a Third-Party, the funding for the position is no longer provided to the College, or the Third-Party asks the College to provide a different instructor for the duration of the existing Third-Party contract. In such a case, the faculty member’s current contract and appointment with the College will conclude immediately and the faculty member may not use the Grievance Procedure.

For a Third-Party Funded Faculty member who was first employed by the College as College-Funded Faculty, but who then takes a position funded by a Third-Party, the faculty member will not be subject to this exception. For such faculty members, in the event the Third-Party cancels its contract with the College, asks the College to provide a different instructor, or the funding for

the position is no longer available, the College will offer the faculty member a College-Funded position if one is available for which the faculty member is qualified. The faculty member will be allowed to serve out the remaining term of their employment contract with the College and may or may not be offered another contract based on the sole discretion of the College President.

Section 7.4 - Notice & Acceptance of New Contracts. Faculty members nearing the conclusion of a Probationary Contract, as well as Third-Party Funded faculty members nearing the conclusion of a multi-year contract, will be notified no later than April 15th of their final contracted semester if they are being offered another contract. If the faculty member accepts the reappointment, they shall acknowledge the appointment in writing or by electronic submission no later than April 30th of their final contracted semester. Failure of a faculty member to submit such acknowledgment of appointment/reappointment by April 30th shall constitute a rejection of the appointment/reappointment and shall permit the College, in its sole discretion, to proceed with the posting, filing, or elimination of the position.

College-Funded Faculty members nearing the conclusion of a Provisional Contract will be notified no later than January 15th of their final contracted semester if they will not be offered another contract. If the faculty member accepts another contract, they shall acknowledge the appointment in writing or by electronic submission no later than April 30th of their final contracted semester. Failure of a faculty member to submit such acknowledgment of appointment/reappointment by April 30th shall constitute a rejection of the appointment/reappointment and shall permit the College, in its sole discretion, to proceed with the posting, filing, or elimination of the position.

College-Funded faculty members nearing the conclusion of a Regular Contract will be notified not later than November 15th of their final contracted year if they will not be offered another contract. If the faculty member accepts another contract, they shall acknowledge the appointment in writing or by electronic submission no later than April 30th of their final contracted semester. Failure of a faculty member to submit such acknowledgment of appointment/reappointment by April 30th shall constitute a rejection and shall permit the College, in its sole discretion, to proceed with the posting, filling, or elimination of the position.

Once a contract has expired, the offer of another contract is at the sole and exclusive discretion of the College President. A previous contract does not specifically state nor imply continued employment with the College after the term of that contract has concluded.

ARTICLE VIII - FACULTY RANK

Faculty members on a Probationary Contract shall be appointed to the rank of Assistant Professor. Faculty members on a Provisional Contract shall hold the rank of Associate Professor. Faculty members on a Regular Contract at Southwestern Michigan College shall hold the rank of Professor.

Faculty members who have already reached a certain rank, but who are later on a Probationary contract due to their Performance Evaluation will maintain their previously-awarded rank.

Any change to faculty rank will occur on the effective date of the faculty member's new contract.

Newly appointed faculty members with significant prior college-level teaching experience may, at the discretion of the administration, be appointed to the rank of Associate Professor or Professor.

In the event that the initial rank was Associate Professor, such an individual shall be promoted to the rank of Professor after completing three years full-time teaching at SMC.

ARTICLE IX - FACULTY LOAD

Section 9.1 – Faculty Load. Teaching is the primary, but not sole, responsibility of faculty members. Other responsibilities have been thoroughly enumerated under Academic Responsibility.

Full-time faculty shall, in addition to teaching during the fall and spring semesters, also be scheduled for four (4) days before the beginning of fall semester, two (2) days before the beginning of spring semester, and two (2) days for outcomes assessment following the spring semester.

The full-time teaching load for all campus-based full-time faculty members for each fall and spring semester during the academic year shall be considered to consist of fifteen (15) to nineteen (19) contact hours per week, as equated below:

- Faculty instructing lecture-based courses only will be scheduled for fifteen (15) contact hours per week.
- Faculty instructing lecture-laboratory or lecture-activity courses will be scheduled for sixteen (16) to eighteen (18) contact hours per week.
- Faculty instructing lecture-clinical or lecture-simulation-lab courses will be scheduled for seventeen (17) to nineteen (19) contact hours per week.

In addition, the following special circumstances apply as described below:

- Faculty instructing courses for the performing arts as a mix of lecture and activity courses, will have their sixteen (16) to eighteen (18) contact hours met by the regular responsibilities of coordinating private lessons (Applied Music) courses.
- Internships handled by the Internship Coordinator that equal thirteen (13) or fewer total students will be counted as a three (3) contact hour course. If between fourteen (14) and twenty-six (26) students are enrolled in those applicable internships, they will be counted as two (2) three (3)-contact hour courses.

Any contact hours assigned above the maximum as described above shall be subject to the overload policy in the salary article.

In order to meet load, full-time faculty members shall have the right of first refusal over adjunct faculty and staff for discipline and specific credit-bearing courses offered by the College for which they are credentialed to teach.

Adjunct cannot be bumped from a section that has been assigned to them in order to give an overload to a full-time faculty any later than 14 days before the start of a semester.

If a faculty member cannot meet load in a semester, the College will make every attempt to accommodate via the following options:

- 1) EDUC120, a one (1) contact hour course, can be used as up to three contact hours to meet a full-time faculty member's load, provided there are no other options. This option does require approval of the Chair for Social Sciences and the Dean of Arts & Sciences via request to the Provost.
- 2) If load is not met in fall, a course for which the faculty member is credentialed, can be used in spring to get to the annual load. The course needs to be identified by the end of the drop/add period in fall and approved by the applicable Dean via request to the Provost.
- 3) If load is not met in spring, a course for which the faculty member is credentialed, can be used in summer to complete the annual load. The course needs to be identified by the end of the drop/add period in spring and approved by the applicable Dean via request to the Provost.
- 4) If load is not met, and there is ability to find non-instructional tasks to meet load, such tasks can be used to meet load, provided a letter of agreement is signed by the Provost and the faculty member, that includes all details of the assignment and start and end time. Such agreements will be shared with the SMCFA President. In addition, the faculty member has the right to refuse the assignment as a means of satisfying load. However, if the faculty member refuses the assignment and no other courses for which they are credentialed are available, their base salary will be pro-rated to reflect the lesser load.

Campus-based, full-time faculty members have the right to refuse placement within outside entity environments, such as high schools, in the fulfillment of their required course load. However, if there are no other options to meet load per above, their base salary will be pro-rated to reflect the lesser load.

The seat enrollment cap will be set at 22 for all online and HyFlex courses. To most effectively manage enrollment, this cap will be extended by the Dean to 24 to prevent having to open a new section of the course. The seat enrollment cap will be set at 26 for all face-to-face and hybrid courses. To most effectively manage enrollment, this cap will be extended by the Dean to 28 to prevent having to open a new section of the course. The College reserves the right to set the enrollment cap below the maximum in its discretion. If further exceptions to the maximum enrollment caps are needed they can be determined jointly by the assigned faculty member and the Dean together for an agreed upon cap.

Faculty who are hired to teach primarily for an outside entity shall have their workload and schedule aligned with the host institution. In this case, load is not calculated by contacts, but is intended to align with the host institution's teaching schedule. Start dates, end dates, and all matters of scheduling for these individuals will be aligned with the host institution's schedule.

Release time assignments and/or stipends are defined below and in Faculty Salary.

Section 9.2 – Reduced Load. Faculty members may be offered special assignments (or projects) by the Provost for the benefit of the College. These assignments will be based on the faculty member's skill set or special qualifications for completion of such assignments. In such cases, load may be reduced for the specific period of the assignment's completion, but only within the limits outlined in this article. No faculty load may be reduced to fewer than 9 contact hours per semester

and for only a period of two semesters. All assignments with required release time are for one Academic year only, and need to be approved anew each year. All such special assignments or projects will be shared with the President of the Faculty Association along with the load report each semester following the drop/add period. Faculty with released load assignments will not be eligible for overloads, except in emergencies to staff classes. Those emergencies must be requested by the Dean to the Provost for approval.

Section 9.3 - Department Chair. The Department Chair is the primary liaison between the administration, full-time faculty, and adjunct faculty. They are the leader in departmental initiatives and the manager of all departmental activities. A Chair works to support the College's mission, vision, and goals while building a congenial relationship with all faculty within the department. Chairs will perform duties as assigned by the College.

Full-time faculty have the right to decline serving as Department Chairs. If the faculty member desires to be Chair, and if they are assigned this position, they shall receive twelve (12) contact hours of release time from their base load over the course of fall and spring semesters to administer their additional responsibilities. The applicable Dean shall ultimately determine how those twelve (12) contact hours of release will be spread out over the two semesters.

In addition to release time, each Chair will receive an additional stipend of \$6,000 spread over the fall and spring semesters per academic year. A faculty member who desires to serve as Chair over the summer shall request this appointment through their Dean who will request permission from the Provost. If the Provost approves, the Chair shall receive \$3,000 for summer Chair work.

Chairs shall not be eligible to teach overload courses without the approval of the Provost.

Chair assignments are not guaranteed from academic year to academic year.

ARTICLE X - DISTANCE EDUCATION

Section 10.1 – Definitions.

- A. Online courses will be considered a course that is fully online, conducted through the LMS (Moodle), and has met QM Standards for a QM rubric.
- B. HyFlex courses will be considered a course that has a fully online component (meeting all criteria in the definition of an online course), as well as including options for in-person and live virtual active learning strategies. In-person or live participation is not a requirement for students enrolled in the course.
- C. Hybrid courses combine face-to-face classroom instruction with online learning. A portion of a hybrid course is scheduled on-campus, with the remainder completed online.

Section 10.2 - Online Teaching.

- A. Faculty who have completed Moodle Learn (or its equivalent), Quality Matters "Teaching Online" (TOL) (or its equivalent), either the Quality Matters "Designing Your Blended Course" (DYBC) or "Designing Your Online Course" (DYOC) (or their equivalents), and Quality Matters "Applying the QM Rubric" (APPQMR) (or its equivalent), are certified to

teach SMC online and HyFlex courses. The determination of what is equivalent to Moodle Learn and all Quality Matters' modules rests with the Provost.

- B. Given the College's reliance on the Moodle Learning Management System for all classes, all SMC full-time faculty need to be certified in Quality Matters' "Teaching Online" (TOL) (or its equivalent), even if the individual faculty member will never teach a hybrid or online course.
- C. Faculty who complete the full trio of Quality Matters training [i.e., TOL + DYBC or DYOC + APPQMR (or their equivalents)] shall receive a \$500 stipend. Faculty who complete less than the full trio of the Quality Matters training shall receive \$150 per course completed.
- D. The seat enrollment cap will be set at 22 for all online and HyFlex courses. To most effectively manage enrollment, this cap may be extended by the Provost to 24 to prevent having to open a new section of the course.
- E. Faculty shall not be assigned to teach an online or HyFlex course without their consent.
- F. The faculty member(s) who developed the online course shall have the right of first refusal to teach the online assignment(s) for that course each semester except as limited by (G) below.
- G. Faculty will be required to teach at least one (1) course in-person (face-to-face) each spring and each fall semester. HyFlex and Hybrid qualify as face-to-face. If this provision impedes a faculty member's right of first refusal as stated in (F) directly above, the faculty member may provide input to the applicable Dean and Chair with regards to an alternative online-certified instructor to teach that course for that semester.

Section 10.3 - Course Development.

- A. Once faculty are certified to teach online, they are eligible to develop online courses.
- B. Courses to be developed for online delivery remain at the College's discretion. As a course is identified for online delivery, the Provost or applicable Dean will reach out to the course director to develop the online course giving them the right of first refusal, and if declined, reach out to online-certified SMC faculty credentialed in that course to convert the existing course to an online delivery format.
- C. If no current faculty is online-certified for the course, the Provost will identify the faculty member closest to certification to accelerate the certification and course development.
- D. Converted or new courses to be offered online must be 80% completed meeting QM standards at four weeks prior to the start of the first semester the course is offered in the online delivery format. Completion of 80% will be determined by the OCR.
- E. The completed converted course is the College's property to offer in multiple sections and by other online-certified and credentialed faculty.
- F. Faculty member(s) who developed the course shall be responsible for general oversight of the online course including maintaining the currency of materials and links utilized within the Moodle page for the course.

- G. In the event that a faculty member is officially tasked by the Provost to convert a current face to face course to online delivery or create a new online course, it will be supported with a \$2000 stipend, payable upon completion of the course, approved through the Quality Matters rubric (or equivalent) and within the first two weeks of the semester it runs. In the event that multiple faculty (being tasked officially by the Provost) contribute to an online course conversion or creation, the \$2000 stipend shall be divided evenly amongst those faculty members.
- H. In the event that a faculty member is officially tasked by the Provost to build a new hybrid course or convert a traditional face to face course into hybrid format, the course must adhere to Quality Matters’ best practices, and must be approved through the Quality Matters’ rubric (or equivalent) within the first two weeks of the semester that it runs in hybrid form. A \$1000 stipend will be payable upon completion of the course. In the event that multiple faculty (being tasked by the Provost) contribute to the creation of a new hybrid course or conversion of a course to a hybrid format, the \$1000 stipend shall be divided evenly amongst those faculty members.
- I. HyFlex courses can be offered only after the course has been offered successfully asynchronously online and face to face for at least two semesters. Faculty wishing to teach a course in the HyFlex model need to complete the Course HyFlex proposal form, which will include the appropriate plan map. There is no additional compensation for developing or teaching a course HyFlex.

Section 10.4 - Online Course Review Team.

- A. Faculty who have taught an online course for at least two semesters and attained Peer Reviewer Certification through Quality Matters will be invited, not required, to join the Online Course Review Team (OCR) for the College.
- B. Internal course reviews will be conducted by members of the OCR for the purpose of providing feedback directly to the instructor for course revision and improvement. The Provost will be informed after fourteen (14) weeks from the date the review was started if the course has “met” or “not met” all essential standards within the QM rubric. Internal course reviews may not occur until the course has run for at least two semesters.

ARTICLE XI - FACULTY SALARY

The schedule listed below shall be the tool used to determine faculty salaries at Southwestern Michigan College for the duration of the 2023-2026 CBA.

	Educational Attainment		
Years of Service	<u>Master's</u>	<u>Master's +30</u>	<u>Doctorate</u>
New Hire	\$48,300	\$51,450	\$54,600
5 years	\$56,700	\$59,860	\$63,000
8 years	\$65,100	\$68,250	\$73,500

A. Faculty Salary Determination for returning full-time faculty members. Within each lane of educational attainment there are three levels based on years of service: new hire, 5 years, and 8 years.

1. In August 2023 (AY '23/'24), each full-time faculty member is awarded either the stated minimum amount in the schedule based on their years of service and educational attainment or a 5% increase over their prior year (AY ' 22/'23) base salary, whichever is higher. However, in no case may the placement on the schedule result in more than a 10% annual increase.
2. In August 2024 and 2025 (AY '24/'25 and AY '25/'26), each full-time faculty member is awarded either the stated minimum amount in the schedule based on their years of service and educational attainment or a 3% increase over their prior year (AY '23/ '24 and AY '24/'25, respectively) base salary, whichever is higher. However, in no case may the placement on the schedule result in more than a 10% annual increase.
 - a. In addition to the agreed upon annual base salary increases stated above for AY '24/'25 and AY '25/'26, for each of those two years, an additional 1% increase to faculty salary base pay will be awarded if the following General Fund revenue metrics are achieved in the related fiscal year (FY '25 and FY '26):
 - i The combined total of Property Tax Revenue, Base State Appropriations, and Base Tuition and Fee Revenue increases by more than 5% over the prior year's actual revenue from these combined revenue sources. The increases referenced herein will be determined as follows:
 - o Property Tax Revenue as determined by the Cass County Equalization Department (Form L-4029 usually received in May).
 - o Base State Appropriations revenue as determined and published by the State Legislature (Historically found in Section 201(1)(x) of the appropriations bill; State budget annually adopted by September 30th).
 - o Base Tuition and Fee revenue determined as of the Fall semester freeze date, at the Board approved tuition and fee rates (General fund accounts #51001, 51011, 51021, 51031, 51071, 51111, and 51121 – Fall In-District, In-State, Out-of-State, International and Dual Enrollment Tuition, and Fall Registration and Technology Fees).

If this combined revenue increases more than 6% over the prior year, another 1% will be added in faculty base salary that fiscal year.

The maximum annual increase in base wages in any year of this contract will be 5% (other than as allowed for in the schedule above).

If an additional increase in wages is awarded due to the stated increase in combined revenue, the additional increase will be provided retroactively to the start of the applicable academic/contract year once the revenues are determined.

3. Any salary adjustment for change in years of service or educational attainment will take effect in the following academic year. Credit for educational attainment shall be given only to degrees from accredited institutions of higher education and for programs directly related to the faculty member's teaching responsibilities.

B. Faculty Salary Determination for new full-time faculty members. The starting salary for a new full-time faculty member shall be at least the stated minimum salary for their level of educational attainment.

C. Faculty Bonus Determination for longevity of full-time faculty members. Any full-time faculty member who has completed twenty (20) consecutive years teaching at SMC. will be awarded a one-time bonus of \$3,000 at the end of that academic year. Those who achieve thirty (30) consecutive years teaching at SMC will be awarded a one-time bonus of \$5,000 at the end of that academic year.

D. Overload Pay. An individual's base salary is for the standard faculty load (see Faculty Load). Immediately prior to the beginning of each semester, each campus based full-time faculty member's class assignment schedule will be reviewed by their Dean and the Provost to determine base load as well as courses that will be paid as overload or directed study. The following considerations will be given to base load:

1. If a full-time faculty member has a class with fewer than six (6) students that doesn't have to count as load, but could have been cancelled or given to another faculty member, without affecting college initiatives, the course would be paid out as directed study.
2. If a full-time faculty member has a class with fewer than six (6) students that doesn't have to count as load, but was a class that the college needed that specific faculty member to teach (either because of credential or special initiative), the course will be counted as load or if need be paid out as an overload.
3. If a full-time faculty member has a class with fewer than six (6) students, but the course is needed to meet load, it will be calculated as base load.

E. Overload Assignments. Full-time faculty have the right to decline overload assignments. If the faculty member desires to teach more than the standard faculty load in any given semester, and if he/she is assigned this additional teaching, pay is calculated according to the following table:

2023-2024	\$862 per contact hour
2024-2025	1.25 x adjunct lecture #2 rate
2025-2026	1.25 x adjunct lecture #2 rate

Overloads can only be calculated once a faculty member's full load has been guaranteed to run as regular classes. A maximum of six (6) contact hours may be assigned; additional contact hours require approval of the Provost.

- F. Directed Study Pay.** Full-time faculty have the right to decline Directed Study assignments. If the faculty member agrees to teach a Directed Study course in any given semester, they shall be paid at the in-district student tuition rate per student per contact hour.
- G. Summer Teaching Pay.** Full-time faculty have the right to decline Summer Teaching assignments. If the faculty member agrees to teach during the Summer, pay is calculated using the Overload Pay scale (see section E above). A maximum of nine (9) contact hours may be assigned for Summer; additional contact hours require approval of the Provost.
- H. Stipends.** As necessary, the College may request that faculty pick up special projects for short-term scenarios (usually work to be completed over a semester or shorter amounts of time) that go above and beyond the faculty member's expected duties for the academic year. Such special projects will be compensated through a stipend that will pay at \$45 an hour. The expected work related to the project should be summarized in a stipend request that goes through the faculty member's Dean to the Provost for pre-approval. Payment can come in either one lump sum when the project is complete, or, if the assignment requires a full semester length, in two installments (the first installment to be paid at the halfway mark and the second installment to be paid upon the end of the semester). Decisions about projects available for stipends, as well as what faculty member will be asked to do the work, is within the sole discretion of the College. Decisions about stipends will be communicated to the Association President within 10 business days of the work being approved by the Provost. Stipends may be available at any point in the calendar year. Similar work done in a subsequent semester will require a new approval by the Provost. Faculty members who agree to take on 3 or more Honors contracts may qualify for a stipend on a case by case scenario.

Special initiatives, including but not limited to the following (if offered by the College), will be compensated by either release or stipend at the election of the faculty member:

- Honors Program Oversight
- STEM Coordination
- Moodle Oversight

- I. External Requirements.** When it becomes necessary for the College to fulfill requirements initiated by external entities, such as a HLC requirement for accreditation, the College will notify the Association and involve the Association in the planning of such requirements so that all areas of this Agreement are followed.
- J. Miscellaneous Salary Policies.** Full-time faculty shall be paid every other Friday. Pay shall be proportionate to the number of pay periods in the year, ensuring that no member of the bargaining unit ever goes more than two weeks without receiving a paycheck.

ARTICLE XII - RETIREMENT BENEFITS

Bargaining unit members shall be enrolled in the Michigan Public School Employees Retirement System (MPSERS), unless the bargaining unit member elects to participate in the College's Optional Retirement Plan (ORP), in accordance with the statutes and Office of Retirement Services (ORS) regulations governing MPSERS and the ORP. The bargaining unit member is responsible for making the election between MPSERS and ORP, and is also responsible for making any elections under either plan.

SMC shall contribute an amount equal to 14% of the bargaining unit member's wages as defined by the ORP document on behalf of those bargaining unit members choosing the ORP. The bargaining unit member shall contribute 4%, making a total of 18% contribution to the ORP annually. The ORP is a defined contribution plan with the bargaining unit member immediately vested to 100% of all contributions.

SMC shall make the legally required contribution to MPSERS on behalf of each bargaining unit member who has not elected the ORP.

ARTICLE XIII - HEALTH AND ANCILLARY BENEFITS

Section 13.1 - Health, Dental & Vision Policies and Benefits. Southwestern Michigan College shall continue to provide at least two health insurance plans, one dental plan, and one vision plan. During each calendar year of this contract, SMC shall convene a committee of employees, including two members of the Faculty Association who are appointed by the Association, to study and recommend changes to the Health, Dental and Vision benefit plans for the upcoming calendar year. When appropriate, SMC will consider MESA as a health insurance option.

If the College offers a high deductible plan with a Health Savings Account (HSA), each year the College will contribute a determined amount into each eligible employee's HSA. Association members eligible for health insurance but who elect not to receive it shall be paid \$1,000 annually to opt-out.

Section 13.2 - Employee Assistance Program. An Employee Assistance Program, i.e. an employee benefit program that assists employees with personal problems and work-related problems that may impact their job performance, health, mental and emotional well-being, shall be provided at College expense during the full-term of this contract.

Section 13.3 - Termination of Coverage. SMC's obligation to continue health and ancillary benefits generally shall terminate at the end of the month in which the faculty member terminates employment. If the faculty member has agreed in writing to return for the new work year, SMC agrees to continue to provide health and ancillary benefits; provided, however, that if the faculty member terminates employment in violation of such agreement, the faculty member shall reimburse SMC for any unearned portion of insurance costs.

ARTICLE XIV - LIFE INSURANCE

SMC shall provide to each bargaining unit member fully-paid Life and AD&D Insurance equivalent to that provided to all full-time employees and comparable to Lincoln National Life Insurance Company Policy #000010078967. Bargaining unit members may also purchase additional life insurance on the same terms and conditions as offered to all other SMC employees.

ARTICLE XV - TUITION BENEFITS

Section 15.1 - Tuition Remission. All bargaining unit members, their spouses, and unmarried children or stepchildren under the age of 24 (natural or adopted) shall be entitled to free tuition and contact hour fees for any SMC semester/session courses and credit short courses taken while employed at SMC.

Section 15.2 - Tuition Reimbursement. All bargaining unit members shall be entitled to reimbursement of tuition paid to another institution of higher education or recognized professional organization for courses leading to a degree or certification, in accordance with the SMC Employee Tuition Reimbursement Program as funds are available.

ARTICLE XVI - PROFESSIONAL DEVELOPMENT

Section 16.1 – Professional Development. SMC encourages professional development for faculty. This includes but is not limited to investing in the continued subject-matter expertise of our faculty in their own specialties, investing in pedagogical training for active learning, using technology to improve learning, and using cooperative and active learning strategies.

Key information related to instruction comes primarily through faculty orientation sessions prior to the beginning of fall semester and prior to the beginning of spring semester. Attendance at these sessions and at departmental orientation meetings is mandatory. Policies and procedures used in coordinating the instructional program are made available prior to each semester through instructional update videos and emails from the Provost's office. In-service training sessions related to specific subjects will be periodically scheduled for full-time and part-time faculty.

All professional development expenditures over \$250 must be approved in writing by the Provost before the expense is incurred. Professional development expenditures at or under \$250 may be approved in writing by the applicable Dean. If the professional development expenditure involves out-of-state travel, this must be approved in writing by the College President before the expense is incurred.

Southwestern Michigan College's commitment to faculty development includes many internal instructional support systems, which may include the following: national experts on various learning strategies brought in to work with our faculty; one-on-one training set up for faculty in many areas; teaching-related publications provided to faculty; summer development grants awarded for selected curricular improvements; active mentoring program established for new faculty; as well as other programs and services provided internally. In addition, faculty pursuing advanced degrees or training in subject areas needed by the College are eligible for the SMC Employee Tuition Reimbursement Program as funds are available.

Training that is required of all College employees in selected topics of institutional concern, including but not limited to: Sexual Harassment Prevention, Title IX Compliance, Workplace Safety, and others may be required of Association members as well.

Section 16.2 – Professional Licenses & Certificates. SMC will reimburse a faculty member for the fee to obtain or renew a professional license or certificate if the license or certificate is required for SMC to operate the Program. To receive the reimbursement, a request must be submitted to the Provost and it must include both: (1) proof of payment of the fee by the faculty member; and

(2) documentation establishing that the faculty successfully completed the licensure or certification requirements.

ARTICLE XVII - FACULTY EVALUATION

Providing high quality instruction, creating student success, student satisfaction, retention, graduation, successful transfer and robust institutional enrollments are the core responsibilities of each faculty member. For this reason, these criteria shall form the core of the evaluation of the faculty.

This procedure will culminate in written evaluations annually for all newly appointed faculty on Probationary Contracts, in biennial written evaluations for faculty on Provisional Contracts, and in triennial written evaluations for faculty on Regular Contracts per: Employment Status. Written evaluations are to cover the entirety of the period since the previous evaluation.

Multiple measurements of student success as well as measurements of student satisfaction will be the major components of the evaluation. Such measurements include: (1) Learner Reaction Surveys, (2) course outcome data, and (3) grade distribution data. Additionally, any faculty responsibilities set forth in this agreement may be included in the evaluation including but not limited to participation in college wide surveys, data gathering, outcomes assessment, Noel-Levitz, NCCBS, committee participation, etc.

At the beginning of each fall semester, full-time faculty will establish goals in concert with their School Dean. Regardless of whether a full evaluation is due at the end of that academic year, review of these goals between dean and faculty member should occur before that academic year's Commencement.

Faculty members with Probationary or Provisional contracts will receive a formal written evaluation in the first year of their contract. Those faculty members with a Regular year contract will receive a formal written evaluation in the second year of their contract. Formal written evaluations will typically occur in the Spring semester.

In the spring semester where a full-time faculty member is to receive a written evaluation, the faculty member will compose a self-evaluation to be submitted to the applicable dean by March 1. The self-evaluation will focus on achievement of that year's goals, as well as areas of responsibility for all full-time faculty members following the Academic Responsibilities. These include Teaching; Curriculum Leadership & Ownership; Mentoring of Students; Administrative Responsibilities; and Professional Responsibilities. Faculty members are encouraged to attach appropriate portfolio materials to the evaluation instrument (See Faculty Evaluation Form attached as Appendix A).

Each category within the faculty evaluation provides examples of the specific kinds of evidence that faculty can use to justify their performance in that area. Teaching is considered the primary responsibility of all faculty. To provide a basis for teaching responsibilities in their self-evaluation, the faculty member should reference specific student-based metrics, such as (1) Learner Reaction Surveys, (2) course outcome data, and (3) grade distribution data (See Learner Reaction Surveys attached as Appendix C). Because the teaching and learning environment is so crucial to student success, each faculty member is encouraged to work with their dean to include a classroom observation visit as part of the discussion regarding the faculty member's teaching. The observations can be done by either the dean or a proxy for the dean, as mutually agreed upon by

the faculty member and dean. Classroom observation, either by the dean or proxy, is required for those on a Probationary contract (See Classroom Observation Checklist attached as Appendix B).

Once the faculty member has submitted the evaluation, the dean will provide feedback and comments for each of the goals and responsibilities, as well as opportunities for change/improvement and general comments (See Faculty Evaluation form, attached as Appendix A).

The dean then provides comments. The evaluation is then shared with the Provost, who also provides comments and a final rating in consultation with the dean.

The dean will reach out to the faculty member to set up a one-on-one meeting. The evaluation will be provided at least 48 hours in advance of the meeting.

ARTICLE XVIII - LEARNER REACTION SURVEYS

In order to promote continuous quality improvement, faculty will gather student feedback using a standardized Learner Reaction Survey (LRS). Faculty have the option to add questions to the Learner Reaction Survey to solicit specific feedback from students regarding their courses. Faculty shall encourage students to fully participate in the Learner Reaction Survey process and shall not coerce or influence students as to their survey responses. Even though the Learner Reaction Surveys will not be used exclusively by the Administration to evaluate faculty, its primary purpose is for faculty to improve courses. As a result, Learner Reaction Surveys serve as a primary point of conversation between faculty and administration. Most importantly, faculty should reference Learner Reaction Surveys to show how they have sought to improve student learning (as referenced in the faculty evaluation section). The Administration will request access from faculty before viewing any survey results.

Because online courses require a different learning experience than a face-to-face based experience, there are two versions of the LRS, which are attached as Appendix C.

ARTICLE XIX - EMPLOYEE RIGHTS

Section 19.1 - Association Representation. A bargaining unit member shall have the right to Association representation at any meeting with administrators or other representatives of the College where discipline may or will be imposed upon the bargaining unit member or in investigatory meetings where discipline may result to the bargaining unit member. The College shall notify the affected bargaining unit member of their right to Association representation and allow the bargaining unit member an opportunity to obtain Association representation prior to the meeting. An investigatory meeting shall not be delayed because a representative of the unit member's choosing is unavailable.

Section 19.2 - Ownership of Creative Works/Publications/Inventions. Intellectual property means any material, process, or product, whether or not patentable or copyrightable, developed by a faculty member, such as, but not limited to, inventions, textbooks, lecture presentations, articles, reviews, artistic work, musical compositions, and other such creativity produced materials, processes or products.

The College has the unlimited right to use materials produced by faculty members in the course of their assigned work for the College. This includes but is not limited to all syllabi, course outlines,

handouts, tests, quizzes, advising materials, program outlines, transfer guides, etc. Faculty members shall have the rights to publish intellectual property that they developed in the course of their assigned work for the College including, but not limited to, textbooks, presentations, articles, and reviews. Any royalties or other revenues arising from or related to these works shall be shared equally between the College and the faculty member.

Intellectual property created by faculty members, whether or not patentable or copyrightable, that are outside of their assigned work for the College shall be the sole and exclusive property of the faculty member. This includes but is not limited to inventions, textbooks, artistic works, musical compositions, and other such creatively produced materials, processes or products. Any royalties for these works shall belong solely to the faculty member.

Section 19.3 - Personnel Files. A bargaining unit member shall have the right to review the contents of all “personnel records,” as defined in the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 et seq.), pertaining to the bargaining unit member and to have a representative of the Association accompany them in such review. The bargaining unit member shall have the right to inventory and copy those personnel records. No material of an adverse nature may be placed in the bargaining unit member’s personnel records without prior notice to the bargaining unit member and the Association President.

Section 19.4 - Leaves of Absences.

A. Jury Duty

If a faculty member is summoned as a juror or subpoenaed as a witness in any judicial proceeding, the faculty member shall suffer no loss of pay from the College for a necessary absence from their employment but shall endorse to the College any warrant or voucher issued for the service as a juror or witness.

B. Bereavement.

1. Bereavement time to a maximum of three (3) days may be taken because of a death in a faculty member’s immediate family. Bereavement time to a maximum of five (5) days may be taken because of a death in a faculty member’s immediate family, if the deceased lived further than 100 miles away from the SMC Dowagiac Campus.
2. Immediate family is defined to include: spouse, child, mother, father, brother, sister, “step” of the previous, in-laws (father, mother, brother, sister, daughter and son), grandparent, grandchild, spouse’s grandparent, foster child or children assigned by the court.
3. Bereavement of one (1) day may be taken because of a death in a faculty member’s extended family. Extended family is defined to include: aunts, uncles, cousins, nieces and nephews.
4. Faculty members shall be allowed, without loss of pay, two hours off work to attend the funeral of other employees and for non-immediate family members or friends. Faculty members taking time off to serve as pallbearers, or in a similar capacity, shall be allowed up to four hours off work without loss of pay.

5. Authorized bereavement days are not to be deducted from the faculty member's sick bank. Additional days needed should be taken from the faculty member's sick or personal leave bank.
6. Verification of leave taken may be requested by the supervisor or Human Resources. Exceptions to family status and extensions of time may be requested and granted if approved by supervisor and Human Resources.

C. Military Leave

A military leave of absence will be granted to faculty members who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA.) Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

This leave is unpaid. However, faculty members may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the faculty member is otherwise eligible.

Faculty members on military leave for up to 30 days are required to return to work for the first regularly scheduled work-period after the end of service, allowing reasonable travel time. Faculty members on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Faculty members returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Department of Human Resources for more information or questions about military leave.

D. Sick Leave

1. Ten (10) days of sick leave per fiscal year will be granted to full-time employees.
2. Unused sick leave shall be allowed to accumulate for a maximum of one hundred (100) work days.
3. Accumulated sick leave will be cancelled when employment with the College is terminated and will not be compensated with additional or terminal pay.
4. Employees must notify their direct supervisor of their absence prior to the start of the employee's regular workday schedule.
5. Abuse of sick leave policy shall be grounds for dismissal. An employee may be asked to sign an affidavit of illness. A physician's statement of illness may also be requested.

6. Reasonable leave may be permitted for matters which cannot be cared for in free time and which would result in legal, business or family disadvantage if not covered at the appropriate time. Such leave shall be arranged in advance with the appropriate supervisor and provision made for handling responsibilities in the employee's absence. This leave will be at regular pay and shall not exceed three (3) days per academic or fiscal year. Such leave shall be deducted from sick leave but will be designated as personal time within the reporting system.
7. An employee who is absent from their duties at the College because of illness may be required to certify, immediately upon returning, that the absence was necessitated by illness and are released to return to work for full duty or with/without restrictions. The College may not be able to accommodate all work restrictions.
8. An employee whose absence is three (3) or more consecutive working days must provide documentation from their physician indicating release for full duty or with/without restrictions. The employee must also contact Human Resources to start FMLA paperwork to comply with requirements of the United States Department of Labor.
9. The College provides paid sick days to be used when an employee is unable to report to work due to illness or for the care of an immediate family member. A maximum of five (5) days per year will be granted with pay and deducted from sick leave for the care of a family member. Please refer to the College's FMLA policy for more information regarding the care of a spouse, son, daughter, or parent with a serious health condition.
10. Sick leave may be used in minimum of half day increments which are designated as (4) hour blocks of time.

E. Other Leaves Without Pay

1. Faculty members may be granted a leave of absence without pay for study or for other justifiable reasons as may be approved by the President.
2. Faculty members who request a leave of absence shall make application to the President in writing. The application shall state the reason the leave of absence is being requested and the approximate length of time of said absence. Such leave of absence is contingent upon the availability of a suitable replacement.

Section 19.5 - Discipline and Discharge.

A. Just Cause & Discipline

No faculty member will be disciplined or discharged during the term of their individual employment contract without just cause. The term "discipline" includes verbal warnings, written warnings, and suspensions (with or without compensation), and discharge. Any discipline shall be subject to the terms and conditions of the grievance procedure, with the exception of verbal warnings. The specific grounds for disciplinary action will be presented in writing to the faculty member.

B. Contestation of a Non-Verbal Disciplinary Action

Any faculty member who wishes to contest a non-verbal disciplinary action may respond in writing to Human Resources. This response will be placed in the faculty member's personnel file along with a copy of the written disciplinary action issued. A faculty member who files a response will not be precluded from also seeking relief through the grievance procedure.

C. Progressive Discipline

The College will follow a system of progressive discipline as outlined in the Employee Handbook

ARTICLE XX - RIGHTS OF THE COLLEGE

Except as expressly restricted by a specific written, not implied, provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions are retained and vested exclusively in the sole discretion of the College Board of Trustees ("Board") or College President ("President"), including but not limited to the following sole and exclusive unilateral rights to

- A. make decisions regarding the: creation/implementation and content of experimental or pilot programs or classes; class offerings, programs and the curriculum; grading scales and courses of instruction; special programs for athletic, recreational and social events for students; overall College goals and objectives; creation/implementation and content of online or distance learning/classes; policies affecting educational programs; required textbooks, reading and study materials, teaching materials, teaching aids and equipment; class schedules, class size assignments, faculty class offerings and subject assignments, subject to the provisions outlined elsewhere in this contract;
- B. make decisions regarding: faculty compensation; direction of faculty and other working forces; faculty promotions, or transfers; the number of faculty members employed as full-time or adjunct faculty and the size and composition of faculty staff; filling or non-filling of faculty vacancies; hiring of faculty and determination of qualifications for faculty hiring; creation, combination or elimination of faculty positions; determination or modification of the qualifications and position duties for all existing and newly created faculty positions; assignment and direction of faculty and employee work; transfer of faculty from one position, building or campus to another; layoff or recall of faculty based on criteria developed by the College regardless of years of service or full-time or adjunct status, subject to the provisions outlined elsewhere in this contract;
- C. make decisions regarding: construction, maintenance, or acquisition, use, expansion, reduction, modification, and/or selection of buildings, facilities, systems, technology and equipment, subject to the provisions outlined elsewhere in this contract;
- D. determine the personnel, methods, and means of College operations in order to promote efficiencies, subject to the provisions outlined elsewhere in this contract;
- E. reprimand, discipline, suspend or discharge faculty members subject to provisions of the Agreement;

- F. determine whether the College acts as a self-insurer or utilizes a third party or commercial insurer for the provision of group insurance; and make decisions regarding third party administration and, the identity of the policyholder or insurer/insurance companies used for the provision of any employee group insurance benefit, subject to the provisions outlined elsewhere in this contract;
- G. determine whether or not to provide, allow or contract for any consortium or other student educational opportunities with other educational institutions including but not limited to K-12 schools, community colleges, state universities, other institutions of higher education, or trade or vocational schools, subject to the provisions outlined elsewhere in this contract;

The failure or refusal of the Board or President to exercise any right, prerogative, or function under this Article shall not constitute or be interpreted as a waiver of any right, prerogative or function by the Board or President. Past practice shall not restrict, and shall not be used to interpret, limit or construe, the exercise of any College right.

In addition, there is reserved exclusively to the Board and President all responsibilities, powers, rights, and authority vested in the laws and constitution of Michigan and the United States.

ARTICLE XXI - PROFESSIONAL AND ETHICAL CONDUCT

Section 21.1 - Professional Conduct. Faculty members must demonstrate respect for students as individuals and should adhere to their proper roles as intellectual guides and mentors. Faculty members shall make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true performance. College administrators and faculty must respect the confidential nature of the relationship between faculty member and student. Faculty are to avoid any exploitation, harassment, or discriminatory treatment of students and should strive to create a learning environment free of improper bias.

Section 21.2 - Ethical Principles. The College places a considerable amount of trust in faculty members, who bear authority and accountability as educators, mentors and evaluators. Faculty members should be mindful of the potential vulnerability of students which may create a potential for coercion. Except for a spouse, during the time a faculty member is responsible for academic supervision of a student, a personal relationship between them of a romantic nature, even if consensual, is inappropriate. Any such relationship jeopardizes the integrity of the educational process. As an employee of Southwestern Michigan College, faculty agree to adhere to the following:

1. Adhere to appropriate Work Rules and the Code of Conduct Policy.
2. Act with honesty and integrity, avoiding, where possible, actual or apparent conflicts of interest in personal and professional relationships.
3. Act in good faith, responsibly, with due care, competence and diligence without misrepresenting facts or allowing their independent judgment to be subordinated.
4. Maintain skills necessary to perform their responsibilities.
5. Act in the best interest of the College and students in the use of all assets and resources employed by or entrusted to faculty members by the College.

Section 21.3 – Unacceptable Conduct. Unacceptable conduct includes, but is not limited to:

1. Failure to meet the responsibilities of instruction, including:
 - a. arbitrary denial of access to instruction;
 - b. substantial and unreasonable intrusion of material unrelated to the course;
 - c. failure to adhere, without legitimate reason, to meet class, hold class for the entire scheduled time, to keep office hours, or to hold examinations as scheduled;
 - d. evaluation of student work by criteria not directly reflective of course performance;
 - e. unreasonable and unexcused delay in evaluating/grading and returning student work.
2. Discrimination, including harassment (including quid pro quo or hostile environment discrimination) against a student on political grounds, or for reasons of race, religion, sex, sexual orientation, sexual identification, ethnic origin, national origin, ancestry, marital status, medical condition, height, weight or veteran status.
3. Violation of College policy applying to non-discrimination against students on the basis of disability or need for accommodations.
4. Use of the position of powers as a faculty member to cause any type of harm to a student for personal reasons.
5. Participating in or deliberately abetting disruption, interference, or intimidation in the classroom.
6. Entering into a romantic or sexual relationship with any student for whom a faculty member has academic responsibility (instructional, evaluative, or supervisory).
7. Acting or speaking in their personal or private capacities while stating incorrectly that they are the positions or opinions of the College or its Board of Trustees.
8. Using or attempting to use their position to improperly secure, request, or grant any privilege, exemption, advantage, or preferential treatment for himself or herself, or any other person or business entity.
9. Directly or indirectly, using, attempting to use, or permitting another to use any College equipment, facilities, supplies, or staff for personal or commercial gain without the prior consent of the College.
10. Engaging in employment or rendering services for a public or private interest or business entity where such employment or service is incompatible or in conflict with the proper discharge or performance of the faculty member's duties and responsibilities.
11. Soliciting or accepting any gift, funds or gratuities, with a value in excess of \$50, from any student, individual or business entity that: (1) is seeking official action by a faculty

member or the College; (2) is currently doing business or seeking to do business with the College; or (3) has interests that may be affected in any way by the performance or nonperformance of the official duties of a faculty member. This excludes association affiliated benefits.

ARTICLE XXII - COLLEGE POLICIES, RULES, AND REGULATIONS

The College reserves the rights to make such policies, rules, or regulations or create or modify existing policies, rules, and regulations as it may deem necessary and proper for the optimal functioning of the College provided that such policies, rules and regulations shall not be inconsistent with the express written provisions of this Agreement.

College policies, rules and regulations that apply to all full-time employees of Southwestern Michigan College shall also apply to employees covered by this Agreement, provided they are not inconsistent with the express written provisions of this Agreement.

Prior to adopting or modifying policies, rules, and regulations which are intended to apply to employees covered by this Agreement, the College shall provide notice to the Association President of consideration of such action at least ten (10) business days prior to the proposed action.

ARTICLE XXIII - DRUG FREE WORKPLACE

A. To make certain that the work environment is safe and to comply with Federal law regarding drug free environments, the College may carry out drug and alcohol testing during employment, as set out in this Article. A reliable external agency will carry out the testing. The Association agrees that all members of the Faculty Association shall:

1. Not be impaired by, or work under the influence of, alcohol when at work or at any College functions on or off campus, while travelling for work, or representing the College in any capacity on or off College property.
2. Not have any level of marijuana or other Controlled Substance in their body detectable by urinalysis when at work or at any College functions on or off campus, while travelling for work, or representing the College in any capacity on or off College property. This is a Zero Tolerance rule for any Controlled Substance listed on Schedules I through V of the Federal Controlled Substances Act.
3. Fully comply with this Article, all phases of testing procedures and not attempt to or actually tamper with, dilute, or substitute any specimen sample or test.
4. Agree that the results of all tests conducted under this Article be released to the College, its agents and professional consultants.

Failure to meet any of the above requirements or other provisions of this Article may lead to immediate termination of employment at the sole and exclusive discretion of the College.

B. The College is a substance and drug-free workplace. As such, the College prohibits working under the influence of any level of Controlled Substances or blood alcohol content of .08 or

greater. This prohibition includes medical marijuana or recreational marijuana otherwise permitted under Michigan law.

- C. Any drug or alcohol sample collection and testing required the College will be conducted by a facility/laboratory located within a convenient distance, which is authorized under State and/or Federal Law and shall be selected at the sole discretion of the College. All expenses related to the testing will be incurred by the College. The College is not required to, and will not, accept test results provided by any testing facility selected by an employee as a substitute for testing by the College's designated testing facility/laboratory.
- D. If there is reason to suspect that a faculty member is in violation of this Article, the employee will be suspended with pay until the results of a drug and/or alcohol test are made available to the College. If the College receives notice that the employee's test results were confirmed positive at the levels stated in this Article, the employee will be given the opportunity to explain the positive result. A confirmed positive test at the levels stated in this Article will result in a suspension without pay and a payroll deduction will be made for the entire suspension period until the employee has a meeting with College officials to explain the positive result. Further disciplinary action, up to and including immediate discharge from employment, may occur following the meeting.
- E. Testing will be directed when the College or any of its management staff have reasonable suspicion of the influence, possession or use of alcohol or controlled substances in violation of this Article. Reasonable suspicion will exist when an employee's appearance, behavior, speech, breath, or body odors indicate the influence of Controlled Substance or alcohol use or evidence of possession of alcohol or Controlled Substances is observed.
 - 1. An employee will be transported to the specimen collection site and tested as directed by the College as soon as possible. The College will attempt to contact a family member (or other person designated by the employee), to notify the person of the transportation and testing of said employee or make arrangements for other suitable transportation in order to transport the employee home following reasonable-suspicion testing.
 - 2. An employee required to take a reasonable suspicion test is considered unqualified to work and will be placed on immediate suspension, with pay, pending the results of their test. If the test results are positive at the levels stated in this Article, a payroll deduction will be made for the time of an unpaid suspension.
 - 3. Employees shall not: (a) fail or refuse to appear for testing at a designated testing facility/laboratory; (b) fail or refuse to sign any consent or testing forms required by the testing facility; (c) fail or refuse to produce adequate test samples; (c) attempt to or actually tamper with, adulterate or dilute, or substitute test samples; (d) fail or refuse to cooperate with any part of the testing process. Any violations of these provisions shall be considered a refusal to participate in testing under this Article and may lead to immediate termination of employment at the sole and exclusive discretion of the College.
- F. In order to enforce this Article, the College reserves the unlimited right at its sole discretion to inspect any College owned vehicles, desks, lockers, work areas, file cabinets, containers, computers, computer hardware and software, and electronic messaging systems and records. An employee will be asked to be present at a search and may be asked to remove a personal lock from College owned property. Employees are hereby notified that locked areas or

containers do not prevent a search and thus employees should understand there is no expectation of privacy on College premises or in any College owned vehicles. When an employee refuses to remove a personal lock, the College may do so for them and compensate the employee for the lock.

- G. Based on reasonable suspicion of a violation of this Article, the College may conduct searches of any personal property of an employee, including personal containers, purses, brief cases or personal motor vehicles present on College property. Employees shall provide any keys, key fobs, combinations or codes necessary to perform a complete search of personal property. At the time of a search, the employee will be present along with an Association representative.
- H. Faculty members with substance use problems, which have not resulted in or are not the subject of investigation or disciplinary action, may request approval from Human Resources to take unpaid leave to participate in a rehabilitation or treatment program. Leaves may be granted if the employee agrees to discontinue all use of the problem substance and abides by this Article. The faculty member must supply the College with documentation of satisfactory completion of the program issued by the program provider prior to return to work.

ARTICLE XXIV - COMMITTEES AT SMC

Section 24.1 – Committees in General. SMC forms and utilizes committees to support a number of College needs. Every July 1, the Provost will send to all faculty a list of committees for the upcoming academic year for which faculty may volunteer. With the exception of the two permanent standing committees listed below, the number of faculty on the committee may be limited, and not all committees need faculty members if there is no interest. Faculty members may fulfill their academic responsibility of serving on at least one College committee by serving on any standing committee or any committee on the list sent annually.

Section 24.2 - Standing Committees. The core of the College academic business lies within the two standing committees: The Curriculum & Instruction (C&I) Committee and the Learning Assessment (LA) Committee. As such, any faculty member may serve on either or both of the committees, and can ask to be removed from either committee when the full list is sent every July 1.

Because C&I focuses so heavily on the operationalizing of curriculum recommendations, non-faculty participation is important, and so additional membership includes, but is not limited to, the Registrar (as a co-chair with the Provost), School Deans, Dean of Student Development, Director of Academic Advising; Director of Financial Aid, Accounting Manager, and Director of Institutional Research. (The College reserves the right to amend this list based upon title changes; or additional non-faculty positions as applicable.) Because C&I decisions affect so many areas, the goal of C&I is to have healthy discussions about proposals, captured in the minutes, to support whatever recommendation comes to the Provost. Final minutes are always shared with all faculty.

The Learning Assessment Committee is purposefully highly populated by faculty. Institutional Research and Co-Curricular representation, along with an administrative co-chair (usually a Dean), represent the non-faculty. The goals of the Learning Assessment Committee are rather fluid, since it relies heavily upon the collection of data that confirms or does not confirm student learning. Discussions are encouraged and captured in minutes to be shared with the Provost so that requirements aligned with regional accreditation are met. Final minutes are always shared with all faculty.

If at any point, Association leadership has concerns about decisions made in any committee, but especially C&I or LA, they are encouraged to request a Special Association/Administration Conference to discuss the concerns in an attempt to deal with any issues in a timely manner. (See Article XXV for more information on the Special Association/Administration Conference).

ARTICLE XXV – SPECIAL ASSOCIATION/ADMINISTRATION CONFERENCES

Special Association/Administrative Conferences for important matters concerning this Agreement shall be arranged by the Association President and the College upon the request of either party. Such meetings shall be held within ten (10) days of the date of such request unless mutually agreed to the contrary by both parties. Such meetings shall be between at least two representatives of the Association and at least two representatives of the College. Arrangements for such Special Association/Administration Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Association/Administration Conference shall be confined to those included in the agenda unless both parties hereto shall agree otherwise. This Article may precede but shall not take precedence over the grievance procedure as set forth in this Agreement.

ARTICLE XXVI - ASSOCIATION RIGHTS

Section 26.1 - Use of College Facilities & Equipment.

- A. The Association and its representatives are allowed to use specifically approved college classrooms for meetings upon submission of a written request reasonably in advance of the requested date of use; provided, however, that such use shall not be during the time when classes or services are being offered in the same or adjoining rooms. No charge shall be made for the Association's use of these rooms.
- B. The Association/MEA may use the College's intranet or internet systems and internal hard copy mail system only for notices of meetings. The Association may use other equipment, including computers, phone systems, duplicating equipment, calculating machines, and all types of audiovisual equipment for Association/MEA business or communication purposes at the same costs charged to operational departments of the College.
- C. The Association/MEA shall have the right to post notices of its activities on bulletin boards designed for such purposes only in the mailroom and in faculty workrooms of each College campus. No postings shall be permitted in areas of general student traffic.

Section 26.2 - Right to Information from College. The College agrees to furnish the Association, upon request, existing documents or electronic information in the College's possession or control relevant to the Association's bargaining duties, including information reasonably necessary to investigate and process grievances under this Agreement. Requested materials shall be provided at no cost to the Association. This does not require the College to create a summary or compilation of documents or electronic information.

Section 26.3 - Board Agenda & Minutes. The dates and places of Board meetings will be posted on the College's website consistent with the requirements of the Michigan Open Meetings Act ("OMA"). Board meeting agendas shall be posted on the College's website during the week before the Board meeting. A copy of the Board Packet and Attachments provided to Board members shall be provided electronically via email to the Association President or President's designee no

later than 9:00 AM the day before the meeting. The Association President may not share the Board Packet with anyone outside of the Association's Leadership Team.

Section 26.4 - Notice of New Employees. The College shall notify the Association President within seven (7) days of the first day of work of a new bargaining unit member. The notice shall include: (a) the name and home address of the new bargaining unit member, (b) the specific assignment of the new bargaining unit member, and (c) the rate of pay for the new bargaining unit member.

Section 26.5 - Association Business and Representation - Grievance/Union Business. The Association and the College shall be represented in grievance proceedings and union business meetings by a committee consisting of no more than four (4) Association members or three (3) members and the Uniserv Director and no more than four (4) non-attorney representatives of the College. The Association shall furnish the College with a written list of no more than four (4) members to serve on the grievance/union business committee and shall provide an amended list as soon as possible after a member has been removed or replaced. The College shall not be required to deal with any member for the purposes of union business or grievance proceedings who is not named on the Association's list of representatives.

Section 26.6 - Dues Collection.

- A. Upon receipt of a written authorization from a bargaining unit member to deduct Association dues, the College shall begin to deduct dues in the amount identified by the Association Treasurer and remit same to the Association or its designee within five (5) days of the deduction. The College shall continue to deduct Association dues from the bargaining unit member in an amount identified by the Association Treasurer until written notice is received that they no longer desire to have Association dues deducted from their paycheck.
- B. The College shall not be liable to the Association by reason of the requirements of this section of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Association agrees to hold the College harmless for any and all claims, expenses or legal fees arising out of its agreement to deduct dues.

ARTICLE XXVII - GRIEVANCE PROCEDURE

- A. A grievance is a claim or complaint by an employee, a group of employees, or the Association (hereinafter individually or as a group referred to as "Grievant"), based upon an alleged violation of a specific, express written, not implied, provision of this Agreement or an applicable College personnel policy.
- B. **First Step:** If a Grievant believes a grievance exists, the Grievant shall first discuss the matter with the direct supervisor personally or submit the matter in writing to the direct supervisor or within ten (10) business days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is submitted to the direct supervisor in writing, the supervisor shall answer the written grievance within ten (10) business days after receipt of the written grievance. If the Grievant is the Association, the Association President shall first discuss the matter with the Provost personally or submit the matter in writing to this Provost within ten (10) business days after the occurrence of the event upon which the

grievance is based. In this case, too, it shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is submitted to the Provost in writing, the Provost shall answer the written grievance within ten (10) business days after receipt of the written grievance

- C. Second Step: Those grievances which have not been settled or satisfactorily answered in the first step and are to be appealed to the second step shall be submitted in writing to the College President within ten (10) business days after the date of the decision at the First Step or within five (5) business days after the date for answering the grievance at the First Step has expired, and shall be signed by the Grievant.

The College President or a designee shall meet with the Grievant within ten (10) business days after receipt of the grievance to review the grievance. The College President shall give a written answer to the Grievant within ten (10) business days after the date of the meeting.

- D. Third Step: If the grievance has not been settled or satisfactorily answered in the Second Step and if it is to be appealed to the third step, the Grievant (only the Association at this Third Step) must, no later than ten (10) calendar days after the date of delivery of the Second Step response or within ten (10) business days after the date for answering the grievance at the Second Step has expired, file a written Demand for Arbitration with the College President or their designee and file a copy of the Demand for Arbitration online with the American Arbitration Association (AAA). Individual faculty members or groups of faculty members shall have no right to invoke or demand arbitration under this Agreement.

All arbitrations shall be conducted before a tripartite panel (collectively the "Panel") consisting of one member appointed at the sole discretion of the Association, one member appointed at the sole discretion of the of the College, and one Arbitrator appointed by mutual agreement of the Association and College, subject to the arbitrator selection procedures of the AAA. Within ten calendar (10) days of the College President's receipt of the Demand for Arbitration, the parties may attempt to select a mutually acceptable Arbitrator. If the parties cannot agree upon an Arbitrator, the parties will select the Arbitrator in accordance with the labor arbitration rules of the AAA, which rules, except as otherwise provided herein, shall also govern the arbitration proceedings.

The parties agree that the Arbitrator, without prior referral to the Panel, shall have the power to issue subpoenas to compel the production of documents prior to the arbitration hearing and the power compel the attendance of witnesses before and at the time of the arbitration hearing, which subpoenas shall be enforceable in any Court of competent jurisdiction, pursuant to Michigan statute and the Michigan Court Rules.

The Panel shall limit its decision strictly to the interpretation, application or enforcement of the specific, express, not implied, provisions of this Agreement or any written amendments or supplements executed and dated by the parties. The Panel shall limit its award to the issues raised in the written grievance and shall have no power to decide any other issues. The Panel shall have no authority to alter, add to, subtract from or in any way vary the terms of this Agreement. The Panel shall have no authority to order the College to surrender, delegate, alienate, or relinquish any powers, duties, responsibilities, obligations, or discretionary functions vested in the College in the College Rights provisions set out in this Agreement or vested in the College by the Michigan Constitution or statute.

At the conclusion of the arbitration hearing, the Arbitrator, in consultation with the other Panel members, shall issue a written, reasoned, opinion and award setting forth an analysis of all claims and relevant Agreement provision(s), findings, and a remedy if applicable. The opinion and award shall be issued by the Arbitrator to the Association and College no later than thirty (30) days after the last date of hearing. Any backpay awards shall be reduced by any one or more of the following:

- a. All unemployment compensation received by the Grievant;
- b. All benefits or any funds received by the Grievant from any source;
- c. All benefits or College compensation that would otherwise have been lost to the Grievant because of any period of disability, leave of absence, layoff, or any unavailability for or inability to work; and
- d. All workers' compensation or disability payments received by a Grievant whether arising from employment with the College or from another employer or from any other source whatever.

The fees and costs of the AAA and/or the Arbitrator shall be shared equally by the Association and the Employer; otherwise each party shall bear its own costs, fees and arbitration expenses, including legal fees incurred in any arbitration or appeal of an opinion and award to any court. The Panel and Arbitrator shall have no authority to order any allocation of costs, legal fees or expenses contrary to the provisions of this Article.

- E. Grievances that are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the Grievant and shall not at any time thereafter be resubmitted or further processed under this Grievance Procedure. If the College fails to comply with the timelines, the grievance shall be deemed to be denied at that level and the Association shall proceed to the next step.
- F. This Grievance Procedure shall be the sole and exclusive procedure for all grievances arising under this Agreement. A settlement reached by the parties under this Agreement shall be final and binding on all of the parties and shall not be subject to any further appeals, litigation, arbitration or proceedings before any court. Any opinion and award reached under this Grievance Procedure shall be final and binding on all of the parties and shall not be subject to further appeals, litigation, arbitration, or proceedings before any court, unless the opinion and award exceeds the Panel's and/or Arbitrator's authority under this Agreement or violates State or Federal law, or violates a well-defined, dominant public policy.

ARTICLE XXVIII - ACADEMIC CALENDARS

[Calendars contained on following pages]

Academic Calendar for 2023-2024

Fall 2023 Semester- 202420 (9/5/23 – 12/15/23)

Tuesday, September 5	Fall Semester Classes Begin
Tuesday, September 12	Last Day to Add or Drop Semester-Length and Early End Classes
Monday, October 16	Last Day to Withdraw from Early End Classes (please be aware that hybrid courses may have an earlier withdraw date)
Monday, October 23	Early End Classes End
Tuesday, October 24	Midsemester Classes Begin
Wednesday, October 25	Last Day to Add or Drop Midsemester Classes
November 22-24	No Classes – Thanksgiving Break (Wednesday – Friday)
Monday, November 27	Classes Resume
Monday, December 4	Last Day to Withdraw from Semester-Length and Midsemester Classes (please be aware that hybrid courses may have an earlier withdraw date)
Friday, December 15	Fall Semester Ends

Spring 2024 Semester- 202430 (1/16/24 – 5/3/24)

Monday, January 15	Martin Luther King, Jr. Day
Tuesday, January 16	Spring Semester Classes Begin
Tuesday, January 23	Last Day to Add or Drop Semester-Length or Early End Classes
Monday, February 26	Last Day to Withdraw from Early End Classes (please be aware that hybrid courses may have an earlier withdraw date)
Tuesday, March 5	Early End Classes End
Wednesday, March 6	Midsemester Classes Begin
Thursday, March 7	Last Day to Add or Drop Midsemester Classes
Friday, March 29	No Classes – College Closed -Good Friday
Monday–Friday, April 1–5	No Classes – Spring Break
Monday, April 8	Classes Resume
Monday, April 22	Last Day to Withdraw from Semester-Length and Midsemester Classes (please be aware that hybrid courses may have an earlier withdraw date)
Friday, May 3	Spring Semester Ends
Saturday, May 4	Commencement

Summer 2024 Semester- 202440 (6/3/24 – 8/8/24)

Monday, June 3	Summer Semester Classes Begin
Friday, June 7	Last Day to Add or Drop Classes
Thursday, July 4	No Classes – Independence Day Break
Friday, July 26	Last Day to Withdraw from Classes (please be aware that hybrid courses may have an earlier withdraw date)
Thursday, August 8	Summer Semester Ends

Academic Calendar for 2024-2025

Fall 2024 Semester- 202520 (9/3/24 – 12/13/24)

Tuesday, September 3	Fall Semester Classes Begin
Tuesday, September 10	Last Day to Add or Drop Semester-Length and Early End Classes
Monday, October 14	Last Day to Withdraw from Early End Classes (hybrid courses may have an earlier withdraw date)
Monday, October 21	Early End Classes End
Tuesday, October 22	Midsemester Classes Begin
Wednesday, October 23	Last Day to Add or Drop Midsemester Classes
November 27-29	No Classes – Thanksgiving Break (Wednesday – Friday)
Monday, December 2	Classes Resume
Monday, December 2	Last Day to Withdraw from Semester-Length and Midsemester Classes (please be aware that hybrid courses may have an earlier withdraw date)
Friday, December 13	Fall Semester Ends

Spring 2025 Semester- 202530 (1/21/25 – 5/9/25)

Monday, January 20	Martin Luther King, Jr. Day
Tuesday, January 21	Spring Semester Classes Begin
Tuesday, January 28	Last Day to Add or Drop Semester-Length or Early End Classes
Monday, March 3	Last Day to Withdraw from Early End Classes (hybrid courses may have an earlier withdraw date)
Tuesday, March 11	Early End Classes End
Wednesday, March 12	Midsemester Classes Begin
Thursday, March 13	Last Day to Add or Drop Midsemester Classes
Monday–Friday, March 31–April 4	No Classes – Spring Break
Monday, April 7	Classes Resume
Friday, April 18	No Classes – College Closed -Good Friday
Monday, April 28	Last Day to Withdraw from Semester-Length and Midsemester Classes (hybrid courses may have an earlier withdraw date)
Friday, May 9	Spring Semester Ends
Saturday, May 10	Commencement

Summer 2025 Semester- 202540 (6/2/25 – 8/6/25)

Monday, June 2	Summer Semester Classes Begin
Friday, June 6	Last Day to Add or Drop Classes
Friday, July 4	No Classes – Independence Day Break
Friday, July 25	Last Day to Withdraw from Classes (hybrid courses may have an earlier withdraw date)
Thursday, August 7	Summer Semester Ends

Academic Calendar for 2025-2026

Fall 2025 Semester- 202620 (9/2/25 – 12/12/25)

Tuesday, September 2	Fall Semester Classes Begin
Tuesday, September 9	Last Day to Add or Drop Semester-Length and Early End Classes
Monday, October 13	Last Day to Withdraw from Early End Classes (hybrid courses may have an earlier withdraw date)
Monday, October 20	Early End Classes End
Tuesday, October 21	Midsemester Classes Begin
Wednesday, October 22	Last Day to Add or Drop Midsemester Classes
November 26-28	No Classes – Thanksgiving Break (Wednesday – Friday)
Monday, December 1	Classes Resume
Monday, December 1	Last Day to Withdraw from Semester-Length and Midsemester Classes (hybrid courses may have an earlier withdraw date)
Friday, December 12	Fall Semester Ends

Spring 2026 Semester- 202630 (1/20/26 – 5/8/26)

Monday, January 19	Martin Luther King, Jr. Day
Tuesday, January 20	Spring Semester Classes Begin
Tuesday, January 27	Last Day to Add or Drop Semester-Length or Early End Classes
Monday, March 2	Last Day to Withdraw from Early End Classes (hybrid courses may have an earlier withdraw date)
Tuesday, March 10	Early End Classes End
Wednesday, March 11	Midsemester Classes Begin
Thursday, March 12	Last Day to Add or Drop Midsemester Classes
Friday, April 3	No Classes – College Closed -Good Friday
Monday–Friday, March 30–April 3	No Classes – Spring Break
Monday, April 6	Classes Resume
Monday, April 27	Last Day to Withdraw from Semester-Length and Midsemester Classes (hybrid courses may have an earlier withdraw date)
Friday, May 8	Spring Semester Ends
Saturday, May 9	Commencement

Summer 2026 Semester- 202640 (6/1/26 – 8/5/26)

Monday, June 1	Summer Semester Classes Begin
Friday, June 5	Last Day to Add or Drop Classes
Friday, July 3	No Classes – Independence Day Break
Friday, July 24	Last Day to Withdraw from Classes (hybrid courses may have an earlier withdraw date)
Thursday, August 6	Summer Semester Ends

Academic Calendar for 2026-2027

Fall 2026 Semester- 202720 (9/8/26 – 12/18/26)

Tuesday, September 8	Fall Semester Classes Begin
Tuesday, September 15	Last Day to Add or Drop Semester-Length and Early End Classes
Monday, October 19	Last Day to Withdraw from Early End Classes (hybrid courses may have an earlier withdraw date)
Monday, October 26	Early End Classes End
Tuesday, October 27	Midsemester Classes Begin
Wednesday, October 28	Last Day to Add or Drop Midsemester Classes
November 25-27	No Classes – Thanksgiving Break (Wednesday – Friday)
Monday, November 30	Classes Resume
Monday, December 7	Last Day to Withdraw from Semester-Length and Midsemester Classes (hybrid courses may have an earlier withdraw date)
Friday, December 18	Fall Semester Ends

Spring 2027 Semester- 202730 (1/19/27 – 5/7/27)

Monday, January 18	Martin Luther King, Jr. Day
Tuesday, January 19	Spring Semester Classes Begin
Tuesday, January 26	Last Day to Add or Drop Semester-Length or Early End Classes
Monday, March 1	Last Day to Withdraw from Early End Classes (hybrid courses may have an earlier withdraw date)
Tuesday, March 9	Early End Classes End
Wednesday, March 10	Midsemester Classes Begin
Thursday, March 11	Last Day to Add or Drop Midsemester Classes
Friday, March 26	No Classes – College Closed -Good Friday
Monday–Friday, March 29–April 2	No Classes – Spring Break
Monday, April 5	Classes Resume
Monday, April 26	Last Day to Withdraw from Semester-Length and Midsemester Classes (hybrid courses may have an earlier withdraw date)
Friday, May 7	Spring Semester Ends
Saturday, May 8	Commencement

Summer 2027 Semester- 202740 (6/7/27 – 8/11/27)

Monday, June 7	Summer Semester Classes Begin
Friday, June 11	Last Day to Add or Drop Classes
Monday, July 5	No Classes – Independence Day Break
Friday, July 30	Last Day to Withdraw from Classes (hybrid courses may have an earlier withdraw date)
Thursday, August 12	Summer Semester Ends

MEMORANDUM OF UNDERSTANDING

by and between

SOUTHWESTERN MICHIGAN COLLEGE

and the

SOUTHWESTERN MICHIGAN COLLEGE FACULTY ASSOCIATION, MEA/NEA

This MOU seeks to remedy errors found in the academic calendars for 2024-2025, 2025-2026, and 2026-2027 as published in the 2023-2026 Collective Bargaining Agreement. The Spring Break dates for Spring 2025, Spring 2026, and Spring 2027 were inadvertently listed as one week later than as tentatively agreed on May 2, 2023. The dates for spring break should have been listed as follows:

Spring 2025 - Monday, March 31 through Friday, April 4.

Spring 2026 - Monday, March 30 through Friday, April 3.

Spring 2027-Monday, March 29 through Friday, April 2.

Upon ratification of this MOU, new calendars will be sent out to all parties immediately.

Except as expressly stated herein, this MOU does not affect any other portion of the Collective Bargaining Agreement, all of which will remain in full force and effect.

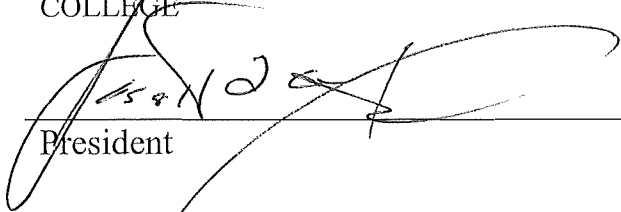
Robin B. Shupko for the Association

SMC
Its: Association President Date 4/22/2024

Dunkley for the College

Its: Provost Date 4/22/2024

SOUTHWESTERN MICHIGAN
COLLEGE

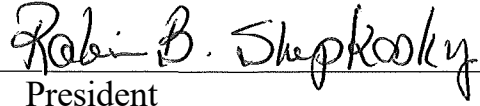


President

8-9-23

Date

SOUTHWESTERN MICHIGAN COLLEGE
FACULTY ASSOCIATION



President

8/9/2023

Date

APPENDIX A



SOUTHWESTERN MICHIGAN COLLEGE

Faculty Performance Evaluation Form

Employee Information	
Faculty Member:	
Supervising Dean:	
Department	
Academic Year(s):	
Program:	
Submitted Date:	

Goals & Objectives

- Strengthen two-way communication regarding job performance and periodically assess goals and opportunities for the unit and the individual.
- Establish a mutually-understood set of performance expectations.
- Recognize contributions of faculty member.
- Discuss opportunities for growth and development.
- Provide necessary feedback when performance does not meet expectations as situations warrants in addition to annual evaluation process.
- Align faculty member performance with the mission and goals of SMC.

Instructions

1. Faculty Member complete commentary and information for each section providing evidence, progress, or other pertinent data.
2. Supervising Dean will check Acceptable, Acceptable with Concerns, or Unacceptable box and provide commentary and reasoning in indicated spaces. Additional pages may be attached as needed.
3. Supervising Dean will submit the review to the Provost for additional comments.
4. Supervising Dean schedules meeting with Faculty member to review and discuss evaluation. Upon completion of discussion, Supervising Dean and Faculty Member sign the evaluation. Additional comments may be provided.
5. Supervising Dean sends the signed copy to Human Resources Department. A signed copy may be provided to the Faculty Member upon request.

Attainment of Goals

Top 3-5 goals set forth in the IDP for the academic year:	
Faculty Member:	
Supervising Dean:	
Rating:	Choose an item.

Teaching	
Faculty are expected to:	<ul style="list-style-type: none"> • Teach assigned classes • Be effective and dedicated teachers • Treat students equitably, with courtesy and respect • Return graded student assignments in a timely manner • Respond to student inquiries in a timely manner
Faculty Member:	
Supervising Dean:	
Rating:	Choose an item.

Curriculum Leadership

<p>Faculty are expected to:</p>	<ul style="list-style-type: none"> Support the SMC instructional vision that is student-centered and embraces active and collaborative learning Develop and produce measurements of academic outcomes for all courses taught and collaborate to develop these outcomes measures for academic programs that include their courses, Work to maintain the transferability of courses they teach Maintain accurate course information on the College's learning management system
<p>Faculty Member:</p>	
<p>Supervising Dean:</p>	
<p>Rating:</p>	<p>Choose an item.</p>

Mentoring Students

Faculty are expected to:	<ul style="list-style-type: none">• Actively mentor students• Participate in recruiting, retaining, developing, and graduating students• Hold a minimum of five scheduled office hours per week
Faculty Member:	
Supervising Dean:	
Rating:	Choose an item.

Administrative Responsibilities

<p>Faculty are expected to:</p>	<ul style="list-style-type: none"> Serve each semester on at least one College Committee Report incidents of workplace violence, threats of workplace violence, or observations of workplace violence, including any threatening behavior by students to the appropriate official Participate in institutional training required of all full-time employees of the college. Participate in college-wide surveys, data gathering, grade reporting, Academic Warning System, Participation Confirmation report, outcomes assessment, Noel-Levitz, and NCCBS. Provide course outcomes and data.
<p>Faculty Member:</p>	
<p>Supervising Dean:</p>	
<p>Rating:</p>	<p>Choose an item.</p>

Professional Responsibilities

Faculty are expected to:	<ul style="list-style-type: none">• Adhere to institutional policies and procedures and recommend changes where needed• Maintain professional credentialing (obtain when appropriate)• Be subject matter experts that remain current and connected to their discipline• Demonstrate professionalism
Faculty Member:	
Supervising Dean:	
Rating:	Choose an item.

Classroom Observation (when applicable)

See classroom observation form.

Faculty Member:

Supervising Dean:

Rating:

Choose an item.

Department Chair Performance (when applicable)

Department Chairs are expected to:	<ul style="list-style-type: none">• Hire, supervise and evaluate adjunct faculty• Ensure outcomes assessments are completed for the Department• Assist with class scheduling for Department• Assist with student complaints• Other expectations as established by Dean and communicated to the Chair
Faculty Member:	
Supervising Dean:	
Rating:	Choose an item.

Opportunity for Change/Improvement

Faculty Member:	
Supervising Dean:	

Final Comments

Faculty Member:	
Supervising Dean:	
Provost:	

Determination

Provost:	
Rating:	Choose an item.

Signatures

Faculty Member: _____ Date: _____

Supervising Dean: _____ Date: _____

Provost _____ Date: _____

APPENDIX B



SOUTHWESTERN MICHIGAN COLLEGE

Classroom Observation Checklist

Please mark areas as applicable. Note that not everything on this list is likely to be seen in a single class setting.

Faculty Member: _____	Date _____
Class Observed: _____	Scheduled Time: _____
Department: _____	Start Time: _____
Observed By: _____	End Time: _____

Beginning of Class	Not Observed or Not Applicable	Needs improvement	Satisfactory	Excellent
Reviews previous material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solicits student questions/concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reminds students of upcoming due dates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

Instruction	Not Observed or Not Applicable	Needs improvement	Satisfactory	Excellent
Overview of lesson's goals and content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supplies materials necessary for lesson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employs a variety of teaching methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Methods appear effective	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate use of technology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Lesson was well-planned	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Instructor appears knowledgeable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Instructor's comfort with lesson's topics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communicates effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relates lesson to student experience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

Student Interaction	Not Observed or Not Applicable	Needs improvement	Satisfactory	Excellent
Solicits student questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gives students time to think about questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsive to questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Answers questions clearly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Class discussion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solicits input from a variety of students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aware of individual students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

End of Class	Not Observed or Not Applicable	Needs improvement	Satisfactory	Excellent
Summarizes lesson's content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Directs student preparation for next class	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

APPENDIX C

Learner Reaction Survey - Online

Introduction

1. Clear and detailed instructions for how to begin accessing all course components, such as syllabus, course calendar, and assignments were provided from the beginning of the course. (SRS 1.1)
2. Detailed information about the instructor was available. This information included multiple ways to contact them, times they were available, a brief biography, and a picture or welcome video. (SRS 1.8)
3. The instructor provided an opportunity at the beginning of the course for students to introduce themselves in pursuit of creating a sense of community among course participants. (SRS 1.9)
4. I knew how to access the technology required for success in this course. (SRS 1.5)

Syllabus

5. I understood the requirements set forth by the academic integrity and other institutional policies outlined in the course syllabus. (SRS 1.4)
6. I understood the grading policy as defined by the course syllabus and/or Moodle page. (SRS 3.2)
7. I understood the learning objectives that outlined the learning goals for this course that were defined in the course syllabus. (SRS 2.3)

Course Structure & Content

8. I understood what I was supposed to accomplish by the end of each week/module. For example, specific learning goals were shared for each week/module and I knew exactly what I was supposed to learn/accomplish (e.g., there were bulleted lists of activities to complete each week/module). (SRS 2.4, 4.2)
9. I understood how the learning activities (including the assignments and ungraded activities) helped me achieve the learning objectives for each week/module. For example, I understood how a discussion forum could help me apply the information we are learning to a real-life situation. (SRS 2.4)
10. My instructor provided opportunities for receiving feedback and/or opportunities to self-check my progress in the course. For example, my instructor posted grades regularly, provided comments on my work, provided self-graded assignments, and/or offered discussion forums for feedback. (SRS 3.5)
11. The materials utilized in this course supported the content of what I was learning in the course. For example, the textbook, articles, audio recordings, and/or videos were all tied to the course topics. (SRS 5.1)
12. I utilized most or all of the course resources available.
13. The learning activities (e.g., discussions and activities) encouraged me to interact with my fellow classmates. (SRS 5.2)

14. The course learning activities helped me achieve the course learning objectives. (SRS 5.1)
15. The Moodle page made it easy for me to locate the information I needed. (SRS 8.1)

Instructor Communication

16. The instructor was clear as to how long it would take to receive feedback on assignments. (SRS 5.3)
17. The instructor provided clear guidance on how individual papers, exams, projects, and/or group contributions would be evaluated. For example, I was given grading rubrics prior to beginning an assignment, or detailed descriptions of how points were distributed for major assignments. (SRS 3.3)
18. I received feedback about my coursework and progress in a timely manner. For example, my instructor regularly posted grades, provided comments on appropriate assignments or draft work. (SRS 5.3)
19. The instructor provided reminders (e.g., email, weekly announcements) of due dates and other information and instructions to help keep me on task. (SRS 5.3)

Student Satisfaction

20. Which class-related activities or qualities of your instructor were especially helpful to you in learning this subject?
(Open ended)
21. How could this course be improved?
(Open ended)
22. How could your instructor have been more helpful to your success in this course? (Open ended)
23. Would you take another course with this instructor? Why or why not? (Open ended)
24. Additional comments that you would like to share include:
(Open ended)

Learner Reaction Survey – F2F

Introduction

1. Clear and detailed instructions for how to access all course components, such as syllabus, course calendar, and assignments were provided at the beginning of the course. (SRS 1.1)
2. Detailed information about the instructor was provided. This information included a brief biography, multiple ways to contact them, and times they were available. (SRS 1.8)
3. The instructor provided a classroom environment that created a sense of community among course participants. (SRS 1.9)
4. I knew how to access the technology required for success in this course. (SRS 1.5)

Syllabus

5. I understood the requirements set forth by the academic integrity and other institutional policies outlined in the course syllabus. (SRS 1.4)
6. I understood the grading policy as defined by the course syllabus and/or Moodle page. (SRS 3.2)
7. I understood the learning objectives that outlined the learning goals for this course that were defined in the course syllabus. (SRS 2.3)

Course Structure & Content

8. I understood what I was supposed to accomplish by the end of each week/module. For example, specific learning goals were shared for each week/module and I knew exactly what I was supposed to learn/accomplish (e.g., there were bulleted lists of activities to complete each week/module). (SRS 2.4, 4.2)
9. I understood how the learning activities (including the assignments and ungraded activities) helped me achieve the learning objectives for each week/module. For example, I understood how an activity could help me apply the information we are learning to a real-life situation. (SRS 2.4)
10. My instructor provided opportunities for receiving feedback and/or opportunities to self-check my progress in the course. For example, my instructor posted grades regularly, provided comments on my work, and/or provided self-graded assignments. (SRS 3.5)
11. The materials utilized in this course supported the content of what I was learning in the course. For example, the textbook, articles, audio recordings, and/or videos were all tied to the course topics. (SRS 5.1)
12. I utilized most or all of the course resources available.
13. The learning activities (e.g., class discussions and activities) encouraged me to interact with my fellow classmates. (SRS 5.2)
14. The course learning activities helped me achieve the course learning objectives. (SRS 5.1)
15. The Moodle page made it easy for me to locate the information I needed. (SRS 8.1)

Instructor Communication

16. The instructor was clear as to how long it would take to receive feedback on assignments. (SRS 5.3)
17. The instructor provided clear guidance on how individual assignments, papers, exams, projects, and/or group contributions would be evaluated. For example, I was given grading rubrics prior to beginning an assignment, or detailed descriptions of how points were distributed for major assignments. (SRS 3.3)
18. I received feedback about my coursework and progress in a timely manner. For example, my instructor regularly posted grades, provided comments on appropriate assignments or draft work. (SRS 5.3)
19. The instructor provided reminders (e.g., email, weekly announcements) of due dates and other information and instructions to help keep me on task. (SRS 5.3)

Student Satisfaction

20. Which class-related activities or qualities of your instructor were especially helpful to you in learning this subject?
(Open ended)
21. How could this course be improved?
(Open ended)
22. How could your instructor have been more helpful to your success in this course?
(Open ended)
23. Would you take another course with this instructor? Why or why not? (Open ended)
24. Additional comments that you would like to share include:
(Open ended)