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SMC FACULTY ASSOCIATION, MEA/NEA

COLLECTIVE BARGAINING AGREEMENT

Effective
July 1, 2026 through June 30, 2029

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This agreement made and entered into on the 1st day of July, 2026, 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, 2029.

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 July 1, 2026, and will remain in effect through June 30, 2029. 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 institutional vision that is student-centered and embraces active and collaborative learning.
- C. Maintain satisfactory professional credentialing.
- D. Participate in the development, implementation, and refinement of program- and course-level assessments in accordance with the College's assessment framework. Faculty shall maintain accurate records of assessment activities, submit required information to their Chair and/or Dean by institutional deadlines, and seek to continuously improve classroom instruction and/or program services in alignment with institutional goals and accreditation standards.
- 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. Participate each semester on at least one College Committee as listed in the College Committees article by attending all committee meetings unless legitimate reasons exist for absence. Participation on more than one College committee is encouraged whenever possible. Faculty members may request approval from the Chief Academic Officer to participate on a College Task Force in lieu of the obligation to participate on a College Committee. The determination of whether to grant such approval lies within the discretion of the Chief Academic Officer.
- 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.
- Q. Participate as applicable in college-wide surveys, data gathering, grade reporting, Academic Warning System, Participation Confirmation Reporting, and any other data collection efforts.
- R. Adhere to institutional policies and procedures and recommend changes where needed.
- S. Demonstrate professionalism.
- T. Collaborate with relevant faculty, staff, and external stakeholders, where applicable, to ensure that College programs and courses are preparing students for success in workforce or transfer pathways.

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

Section 5.1 – Summer Break Period. Faculty are not required to teach during the summer term, which begins the day after Outcomes Assessment Days in the spring semester and concludes the day before Faculty Welcome Back Activities begin the week before fall semester.

Section 5.2 – Summer Term Scheduling Priority.

- A. Full-time faculty who elect to teach during the summer term shall, to the extent reasonably possible and subject to credentialing requirements and course availability, be given priority in the summer course selection over all other instructional staff in selecting up to two (2) course sections per summer term.
- B. Faculty may teach more than two (2) course sections per summer term with approval from their supervising Dean, but priority scheduling applies only to the first two (2) course sections selected.
- C. In the event that multiple full-time faculty members request the same summer course section(s), the Department Chair shall, to the extent possible, coordinate with the requesting faculty members to distribute course assignments fairly. The Department Chair will submit recommendations to the supervising Dean, who retains final approval authority and discretion over all summer course schedules and assignments.

Section 5.3 – Loss of Summer Term Scheduling Priority. Faculty may lose priority in summer term course selection if their supervising Dean determines that the faculty member has failed to substantially meet the requirements and expectations outlined in Article III: Academic Responsibility and/or Article X: Distance Education during the preceding or current academic year.

If a faculty member's supervising Dean makes this determination, the Dean will provide written notice to the faculty member of their specific deficiencies, which will include a summary of the facts and evidence supporting the Dean's determination. The faculty member will be allowed a reasonable remediation period, as determined by the Dean, to correct the identified deficiencies. At the end of the remediation period, which period may be extended by the Dean in their discretion, the Dean will provide written notice to the faculty member of the final determination regarding the faculty member's summer term scheduling priority.

Faculty members may appeal the Dean's final determination to the Chief Academic Officer within ten (10) business days after the issuance of the determination. The appeal must be submitted in writing and include the basis for the appeal along with any supporting evidence. The Chief Academic Officer's decision on appeal is final and not subject to the Grievance Procedure.

A faculty member who loses summer term scheduling priority may have that priority restored upon demonstration of sustained compliance with the requirements and expectations outlined in Articles III and X, as determined by the supervising Dean.

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 “Does Not Meet Expectations”, 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 “Does Not Meet Expectations” 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 Chief Academic Officer. 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 “Meets Expectations” or “Exceeds Expectations” 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 Chief Academic Officer.

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 Chief Academic Officer.

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) consecutive days during the week immediately before the beginning of fall semester, two (2) consecutive days during the week immediately before the beginning of spring semester, and a maximum of two (2) consecutive days for outcomes assessment and/or professional development during the week immediately following the spring semester. The College will provide notice to the faculty of the scheduled dates for the days outlined in this Section at least 45 calendar days in advance. The Association acknowledges that the scheduled dates are subject to change thereafter due to unforeseen circumstances such as inclement weather, which change may also result in the dates being non-consecutive.

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:

- **Lecture Faculty:** shall be assigned a workload of fifteen (15) contact hours per semester.
- **Lecture-Laboratory and Lecture-Activity Faculty:** shall be assigned a workload of sixteen (16) to eighteen (18) contact hours per semester.
- **Lecture-Clinical and Lecture-Simulation Lab Faculty:** shall be assigned a workload of seventeen (17) to nineteen (19) contact hours per semester.

Classification of Faculty:

- If any course section within a faculty member's assigned load is classified as Clinical or Simulation Lab, the faculty member shall be classified for that semester as Lecture-Clinical and Lecture-Simulation Lab Faculty.
- If no course sections are classified as Clinical or Simulation Lab, but one or more course sections are classified as Laboratory or Activity, the faculty member shall be classified for that semester as Lecture-Laboratory and Lecture-Activity Faculty, provided that at least 50% of the faculty member's contact hours for the semester are attributable to Laboratory or Activity instruction.
- A faculty member shall be classified as Lecture Faculty for that semester when all course sections within the faculty member's assigned load are classified as Lecture.

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, staff, and administrators for discipline and specific credit-bearing courses offered by the College for which they are credentialed to teach.

If an adjunct instructor has not been hired for a course section by the College's course cancellation deadline and the course section is subsequently allowed to run, the section shall first be offered to credentialed full-time faculty within the discipline prior to being assigned to an adjunct instructor and may be accepted by the faculty member as part of their load or as an overload, provided that such assignment does not conflict with any overload limitations established in this Agreement, including but not limited to those specified in Article 11, Sections (D) and (E). This provision shall apply regardless of whether the course is added, reinstated, or allowed to run after the cancellation deadline.

Adjunct faculty shall not be displaced from a section that has already been assigned to them in order to provide an overload assignment to a full-time faculty member.

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 applicable Dean and the Chief Academic Officer.
- 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 and the Chief Academic Officer.
- 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 and the Chief Academic Officer.
- 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 Chief Academic Officer 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 24 for distance education course sections. To most effectively manage enrollment, this cap may be extended by the applicable Dean to 26 to prevent having to open a new section of the course. The seat enrollment cap will be set at 26 for regular, non-distance education course sections. 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 seat enrollment cap will be set at 24 for all regular, non-distance education “laboratory science” course sections due to safety concerns. To most effectively manage enrollment, this cap will be extended by the Dean to 26 to prevent having to open a new section of the course. The seat enrollment cap will be set at 22 for all ENGL 103 & ENGL 104 course sections, regardless of course format, due to additional grading responsibilities. The College will designate course sections that qualify as “laboratory science” each academic year.

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 applicable Dean together for an agreed upon cap.

- "Seat Enrollment Cap" is defined as the standard maximum number of students that may be enrolled in a course section, which is set at twenty-four (24) students for distance education course sections and twenty-six (26) students for regular, non-distance education course sections, unless the College exercises its right to set the enrollment cap below these numbers in its discretion or unless a lower cap is established pursuant to Article 10.2(D). Exceptions to these caps are listed above.
- "Maximum Seat Enrollment Cap" is defined as the absolute maximum number of students that may be enrolled in a course section at the discretion of the applicable Dean to prevent opening a new section, which is set at twenty-six (26) students for distance education course sections and twenty-eight (28) students for regular, non-distance education course sections. Exceptions to these caps are listed above.

Enrollment beyond the Maximum Seat Enrollment Cap requires the mutual written agreement of the assigned faculty member and the applicable Dean as specified in this Article. Faculty members are not required to accept students beyond the maximum seat enrollment cap. If a faculty member agrees to take additional students, the Dean must submit the request in writing via email, and the faculty member must confirm their acceptance in the same way. A copy of this agreement will be sent to the SMCFA within 10 business days after the start of the semester.

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 contact hours, 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 Chief Academic Officer 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 Chief Academic Officer 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. Such assignments shall pertain to academic and/or operational responsibilities generally expected of higher education department chairs.

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 the 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 Chief Academic Officer. If the Chief Academic Officer approves, the Chair shall receive \$3,000 for summer Chair work.

Department Chairs are eligible to teach one (1) overload course per semester with the written approval of the applicable Dean. Department Chairs have the eligibility to teach additional distance education course sections and face-to-face courses as overload within the constraints of the previous statement. The overload course shall not exceed three (3) contact hours unless the Dean and Chief Academic Officer jointly determine, in writing, that a higher-contact-hour course will not interfere with the Chair's administrative duties and the Chair provides written justification for the exception. Such approval shall be granted only when it does not interfere with the Chair's administrative duties and responsibilities.

Department Chair assignments are not guaranteed from academic year to academic year. Chair assignments shall be for one (1) year terms commencing with Fall Orientation Week and concluding at the end of the week designated as Spring Outcomes Days, renewable at the mutual agreement of the College and the Chair. No later than April 15 of each academic year, the College shall notify each current Chair in writing whether the College intends to offer reappointment for the subsequent one (1) year term. Any Chair offered reappointment shall notify the College in writing of their acceptance or rejection of the position no later than May 1 of that year.

If a Chair declines reappointment, resigns, or is otherwise unable to serve, or if circumstances arise after May 1 that require appointment of a new Chair, the College may appoint a Chair. In such cases, the April 15 and May 1 deadlines shall not apply.

In recognition of periods of unusually high departmental demand, Department Chairs may be eligible for a stipend of five hundred dollars (\$500) per semester. Department Chairs seeking this stipend must submit a written request with supporting documentation to their applicable Dean at least thirty (30) days prior to the end of the semester for which the stipend is requested. Determination of eligibility shall be made by the Chief Academic Officer in consultation with the appropriate Dean, based on documented workload demands beyond the typical scope of Chair responsibilities.

Section 9.4 - Course Coordinator. The College and the Association recognize that courses require sustained coordination to ensure instructional consistency, effective adjunct support, and proper maintenance of course materials. The College has established Course Coordinator roles to address this need, as provided below.

A. Course Coordinator Assignments

For purposes of this section, “developed” means the faculty member created the original course content and structure that is currently in use. Subsequent modifications, updates, or conversions to new learning management systems do not constitute development for purposes of establishing a new right of first refusal period.

Each course offered by the College shall have a designated Course Coordinator. The Course Coordinator shall be the full-time faculty member responsible for curriculum development, curriculum maintenance, assessment coordination, and curricular consistency of the course across all sections taught by adjunct faculty and across all instructional modalities. The Course Coordinator shall work collaboratively with the department Chair and other full-time faculty within the department to ensure all sections are consistent and meet all requirements for the course as well as respond to all adjunct inquiries related to that course.

Faculty members serving as Course Coordinators shall retain the right of first refusal for courses they oversee as Course Coordinator.

In the event that more than one full-time faculty member is responsible for curriculum development of a course, the determination of designating a Course Coordinator shall fall to the full-time faculty and Chair within the department. In the event that an agreement for a Course Coordinator cannot be reached within the department, the relevant Dean, in consultation with the relevant Chair, shall determine which full-time faculty member will act as the Course Coordinator.

In circumstances where no full-time faculty member within the discipline is available to serve as Course Coordinator, the relevant Dean, in consultation with the relevant Chair, may temporarily designate another qualified faculty member to fulfill the role until a full-time faculty member is available.

Department Chairs may serve as Course Coordinators. A Department Chair who is serving as a Course Coordinator and receives a stipend for it shall not carry overload assignments during any semester or term in which they serve and receive a stipend in both roles.

Adjunct instructors are eligible to serve as course coordinators if they have been continuously employed (fall + spring only) as an SMC adjunct for at least two years, they remain continuously employed throughout the term of their coordinator appointment, and no qualified full-time faculty member is available.

B. Term and Assignment Period

Course Coordinators will begin the week prior to the start of each fall semester. Administration may change the Course Coordinator upon documented evidence that the required duties and responsibilities are not being performed.

C. Responsibilities

- Course coordinators shall: Maintain a shareable LMS master shell for the course and all links associated with it.
- Work with the relevant Dean or Chair to hire and support adjunct instructors and collaborate with full-time faculty teaching the course.
- Maintain and update course curricula, as necessary
- Coordinate outcomes assessment for the course, as necessary
- Work collaboratively with adjunct faculty teaching the course to support instructional consistency and the effective implementation of approved course curriculum and learning outcomes as well as maintain oversight for distance education courses and other modalities.

Course coordinators shall not:

- Evaluate faculty
- Serve in a supervisory role
- Make final hiring or scheduling decisions

D. Stipends and Compensation

To qualify for a stipend, Course Coordinators shall be expected to perform at least sixteen (16) hours of work during each fall and spring semester, and an additional eight (8) hours during the summer term. Summer work is optional and may be declined by either the College or the faculty member. The stipend for Course Coordinators will be \$750 per semester for each fall and spring, and \$375 for summer.

Courses eligible for a compensated Course Coordinator assignment shall be designated per academic year. For the 2026-2027 academic year, a course shall be eligible for a compensated Course Coordinator assignment if it averaged five (5) or more course sections taught by adjunct instructors, as recorded in the College's official course schedule or student information system as of the applicable add/drop date, per fall/spring semester during the 2023–2024, 2024-2025, and 2025-2026 academic years, excluding summer.

Beginning with the 2027-2028 academic year, the College shall establish stipend eligibility thresholds based on a rolling three-year average of course sections taught by adjunct instructors. In establishing such thresholds, the College may consider course enrollment, number of sections offered, staffing patterns, and other relevant instructional data.

The College shall publish the Course Coordinator stipend eligibility thresholds and the list of courses designated as eligible for compensated Course Coordinator assignments for the following academic year no later than February 15 of each year.

Faculty members who serve as Course Coordinators in course that do not qualify for the stipend, as determined by the College, are not eligible for additional compensation under this Agreement.

The College shall annually provide the Association with a list of Course Coordinators, along with the coordinated course, for stipend-eligible assignments.

Departments shall annually notify the Office of Academic Affairs of all Course Coordinator designations for the upcoming academic year.

ARTICLE X - DISTANCE EDUCATION

Section 10.1 – Definitions

- A. Official course mode definitions, including those pertaining to distance education courses, are contained in the College's official Course Mode Definitions Policy, which was developed to align with federal distance education regulations, accreditation requirements and definitions, and common practice in higher education. Any prior definitions or descriptions of these course modes within this agreement are superseded by the Course Mode Definitions Policy.

Section 10.2 - Distance Education Instruction

- A. Faculty who have demonstrated proficiency in the LMS being used at SMC, and have completed 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 eligible to teach SMC distance education course sections. The Chief Academic Officer may deem a faculty member eligible to teach distance education course sections if the faculty member has other training, education, or experience that the Chief Academic Officer determines to be equivalent to the above-named Quality Matters courses. The determination of what is equivalent to Quality Matters courses rests with the Chief Academic Officer.
- B. Given the College’s reliance on the Learning Management System (LMS) for all classes, full-time faculty are expected to maintain proficiency in the use of the LMS and familiarity with basic instructional design practices. The College will provide opportunities for professional development that supports faculty in meeting those expectations. Faculty must utilize the college’s designated LMS and other approved technologies to facilitate secure, consistent, and accessible learning, communications, and interaction for students.
- 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. Faculty may also receive a full or partial stipend for completing training other

than Quality Matters, with equivalents to be determined by the Chief Academic Officer according to standards established by the Online Teaching Committee.

- D. The seat enrollment cap will be set at 24 for all distance education course sections, except for ENGL 103 & ENGL 104, which will have a distance education cap of 22. To most effectively manage enrollment, this cap may be extended by the applicable dean to 26 (or to 24 for ENGL 103 & ENGL 104) to prevent having to open a new section of the course.
- E. Faculty shall not be assigned to teach a distance education course section without their consent.
- F. The faculty member(s) who developed a distance education course shall have the right of first refusal on distance education sections of that course for two (2) years (four fall/spring semesters) from the semester in which the course was first offered in a distance education format. For distance education courses developed and first offered prior to the effective date of this Agreement, the faculty member(s) who developed the course shall have the right of first refusal for two (2) years from the effective date of this Agreement.

Notwithstanding the time limitations above, faculty members serving as Course Coordinators shall retain the right of first refusal for distance education sections of courses for which they serve as Course Coordinator for the duration of their appointment to that role, as described in Article IX, Section 9.4.

- 1. For purposes of this section, "developed" means the faculty member created the original distance education course content and structure that is currently in use. Subsequent modifications, updates, or conversions to new learning management systems do not constitute "development" for purposes of establishing a new right of first refusal period.
- G. Faculty members will be required to teach at least one (1) face-to-face course section each fall and each spring semester. For the purposes of this provision, the only course mode that qualifies as "face-to-face" is Face-to-face Course, as defined in the Course Mode Definitions Policy. Faculty members may teach no more than three (3) distance education course sections per semester as defined in the College's Course Mode Definitions Policy. Faculty may choose distance education courses as part of overload, pending approval from the relevant Dean. Exceptions to this limitation may be granted on a case-by-case basis with the approval of the supervising Dean, taking into consideration the needs of students, departments, and programs.
 - 1. If this provision conflicts with a faculty member's right of first refusal as stated in Section (F), the faculty member may provide input to the applicable Dean and Chair regarding a qualified alternative instructor to teach the distance education course for that semester.
- H. Faculty members teaching distance education courses must engage in regular and substantive interaction with students in those courses. This includes, but is not limited to:
 - Communicating with students on a regular and timely basis throughout the course.
 - Providing instruction or engaging in activities that are directly related to the course content and learning outcomes, such as:

- Delivering or facilitating lectures, labs, or group discussions.
- Providing timely and constructive feedback on assignments.
- Responding promptly to student inquiries in a manner that supports learning and engagement.

Section 10.3 - Course Development

- A. Once faculty are deemed eligible to teach distance education courses, they are eligible to develop distance education courses.
- B. Courses to be developed for distance education delivery remain at the College's discretion. As a course is identified for distance education delivery, the Chief Academic Officer or applicable Dean will consult with the department chair and relevant full-time faculty to assign qualified instructors for new distance education course sections.
- C. Courses converted from regular to distance education formats or new distance education courses must be ready for delivery at six weeks prior to the start of the first semester the course is offered in a distance education format, according to standards established by the Distance Education Advisory Committee (DEAC). Members of the DEAC will be given the opportunity to request review of the new (or newly converted) course at this time.
- D. Courses converted from regular to distance education formats and new distance education courses are the College's property to offer in multiple sections and taught by qualified and credentialed faculty or instructors.
- E. In the event that a faculty member is officially tasked by the Chief Academic Officer to convert a current regular course to a Fully Online course or to create a new Fully Online course, it will be supported with a \$2,000 stipend, payable upon completion of the course design, approved through standards established by the DEAC and within the first two weeks of the semester it runs. In the event that multiple faculty (being tasked officially by the Chief Academic Officer) contribute to a Fully Online course conversion or creation, the \$2,000 stipend shall be divided evenly amongst those faculty members. Faculty member(s) may decline being tasked with converting a current regular course to a Fully Online course and/or decline being tasked to create a new Fully Online Course.
- G. In the event that a faculty member is officially tasked by the Chief Academic Officer to convert a current regular course to a Hybrid Online course, it will be supported with a \$1,000 stipend, payable upon completion of the course, approved through standards established by the DEAC and within the first two weeks of the semester it runs. In the event that multiple faculty (being tasked officially by the Chief Academic Officer) contribute to a Hybrid Online course conversion or creation, the \$1,000 stipend shall be divided evenly amongst those faculty members. Faculty member(s) may decline being tasked with converting a current regular course to a Hybrid Online course and/or decline being tasked to create a new Hybrid Online course.
- H. HyFlex courses can be offered only after the course has been offered successfully in both Fully Online and Face-to-Face formats for at least two semesters. Faculty wishing to teach a HyFlex course section must complete the Course HyFlex proposal form, which will include the appropriate plan map. There is no additional compensation for developing or teaching a HyFlex course or course section.

Section 10.4 - Distance Education Advisory Committee (DEAC)

- A. The College and the Association agree to establish the DEAC as a standing committee of the College, to be co-chaired by the Chief Academic Officer and a faculty member selected by and from the other faculty members on the committee.
- B. Faculty members may fulfill their academic responsibility of participating in at least one College committee by serving on the DEAC, provided they teach or have taught distance education courses and submit a request to join.
- C. To ensure the DEAC has access to the necessary expertise to address technical, operational, and instructional needs related to distance education, it shall include College staff with responsibilities related to academic technology support and oversight, information technology, and student services.
- D. The DEAC is charged with:
 - 1. Establishing standards and procedures for ensuring the quality design and delivery of distance education courses.
 - 2. Establishing criteria for evaluating the preparedness of faculty for distance education course development and delivery.
 - 3. Recommending professional development, training, and activities to support distance education faculty.
 - 4. Recommending improvements and procedures to ensure compliance with the Americans with Disabilities Act (ADA) and other applicable accessibility standards.
 - 5. Advising Administration on distance education policies, procedures, and strategic planning.

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 2026-2029 CBA.

Academic Year 2026-2027:

	Educational Attainment		
Years of Service	<u>Master's</u>	<u>Master's +30</u>	<u>Doctorate</u>
New Hire	\$53,100	\$56,600	\$60,100
5 years	\$62,400	\$65,800	\$69,300
8 years	\$71,600	\$75,100	\$80,900
12 years	\$75,900	\$79,600	\$85,800
15 years	\$80,500	\$84,400	\$90,900

Academic Year 2027-2028:

	Educational Attainment		
Years of Service	<u>Master's</u>	<u>Master's +30</u>	<u>Doctorate</u>
New Hire	\$55,100	\$58,700	\$62,400
5 years	\$64,700	\$68,300	\$71,900
8 years	\$74,300	\$77,900	\$83,900
12 years	\$78,700	\$82,600	\$89,000
15 years	\$83,500	\$87,600	\$94,300

Academic Year 2028-2029:

	Educational Attainment		
Years of Service	<u>Master's</u>	<u>Master's +30</u>	<u>Doctorate</u>
New Hire	\$57,200	\$60,900	\$64,700
5 years	\$67,100	\$70,900	\$74,600
8 years	\$77,100	\$80,800	\$87,000
12 years	\$81,700	\$85,700	\$92,300
15 years	\$86,600	\$90,900	\$97,800

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 2026 (AY '26/'27), 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 '25/'26) 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 2027 and 2028 (AY '27/'28 and AY '28/'29), 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 '26/'27 and AY '27/'28, respectively) base salary, whichever is higher. However, in no case may the placement on the schedule result in more than a 10% annual increase.
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 Chief Academic Officer 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 will be 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 Chief Academic Officer.

- F. Directed Study, Independent Study, and Low-Enrollment Pay.** Full-time faculty members have the right to decline Directed Study, Independent Study, and Low-Enrollment course section assignments. If a full-time faculty member agrees to teach a Directed Study, Independent Study, or Low-Enrollment course section in any given semester, the faculty member shall be paid at the in-district student tuition rate per student per contact hour, subject to a minimum payment equivalent to no fewer than three students per contact hour.

For purposes of this provision, a faculty member teaching a Directed Study, Independent Study, or Low-Enrollment course section with three or more enrolled students shall be paid based on the actual number of enrolled students. A faculty member teaching such a section with fewer than three enrolled students shall be paid as though the section had three enrolled students.

The only exception to the pay rule above is when the College determines that a Directed Study or Low-Enrollment course section is needed for the faculty member to meet the

faculty member's required load. In that circumstance only, the course section shall count toward the faculty member's required load and shall be compensated as part of the faculty member's regular salary.

If a Directed Study, Independent Study, or Low-Enrollment course section is not needed to meet the faculty member's required load and is taught in addition to the faculty member's required load, the section shall be treated as overload and compensated at the in-district student tuition rate per student per contact hour, subject to the minimum payment equivalent to no fewer than three students per contact hour described above.

- 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).
- 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 Chief Academic Officer 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 Chief Academic Officer. 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 Chief Academic Officer. 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

- 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 (MPERS), 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 MPERS and the ORP. The bargaining unit member is responsible for making the election between MPERS 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 MPERS 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 MESSA 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 Standard Insurance Company Policy #167575. 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. The College encourages faculty to engage in professional development. All full-time faculty members are eligible to receive funding for professional development activities as defined by College Policy.

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. In-service training sessions related to specific subjects may be periodically scheduled for full-time and part-time faculty.

To be eligible for institutional funding for their professional development, faculty members requesting professional development funds must adhere to the following procedures:

- The faculty member must submit a written request on the required College form to their supervising dean and Academic Affairs at least six weeks prior to the professional development event for which funding is being requested.
- The faculty member must identify the learning outcomes they hope to achieve from participating in the professional development event on the required College form.
- It is the faculty member's responsibility to maintain appropriate documentation for allowable expenses incurred while participating in an approved professional development event.
- Requests for reimbursement of expenses incurred as a result of participation in the event must be received by Academic Affairs within two weeks of the event.

Professional development expenses that are less than or equal to \$250 require only the approval of the relevant dean, provided all other procedures are followed.

Professional development funding requests greater than \$250 require approval from both the relevant dean and the Chief Academic Officer, subject to the availability of funds. Furthermore, requests that would cause the faculty member's total annual professional development expenditures to surpass \$250, even if the individual request is less than \$250, also require approval from the dean and Academic Affairs.

Deans and the Chief Academic Officer will evaluate faculty professional development funding requests and make funding decisions based on the following criteria:

- Alignment with the College's mission, values, strategic goals, or departmental/program-specific objectives.
- Relevance to the faculty member's teaching or service responsibilities.
- Expected outcomes and benefits to the faculty member, students, and/or the College.
- The nature of the faculty member's engagement in the professional development activity. Priority consideration will be given to activities where the faculty member contributes to their field or community through presenting at conferences, serving as a panelist or keynote speaker, leading workshops, or representing the College in community events.
- The faculty member's previous professional development history, including funding received and outcomes achieved.
- The availability of funds.

Faculty members are encouraged to provide a written reflection on their professional development experiences and document how these activities contributed to achieving the learning outcomes they identified in their funding request. Such documents will be useful as evidence in faculty evaluation and academic program review.

ARTICLE XVII - FACULTY EVALUATION

Section 17.1 - Purpose. The faculty evaluation system shall provide a meaningful assessment of each faculty member's professional performance and support the continuous improvement of teaching and professional practice.

Section 17.2 - Faculty Evaluation Manual. The College shall maintain a Faculty Evaluation Manual that describes the evaluation framework used in the evaluation of faculty. The Manual is an administrative document developed and maintained by the College. The College retains the sole right to develop, revise, and update the Manual as it deems necessary.

Prior to implementing any substantive revision to the Manual, the College shall provide written notice to faculty and the Association that includes the proposed changes and the rationale for the changes. The Association shall have thirty (30) calendar days from the date of receipt of such notice to submit written comments (in one comprehensive document) to the College regarding the proposed changes. The College shall review and consider any comments submitted by the Association during the comment period. The College will respond to the Association regarding its comments within thirty (30) days of receipt. However, the final decision regarding the content of the Manual rests with the College, provided that the content remains consistent with the provisions of this Article. In the event of a conflict between this Article and the Manual, the terms of this Article shall control.

No substantive revision to the Manual shall take effect during the academic year in which the revision is announced. Any substantive revision to the Manual shall take effect no earlier than the

first day of the academic year following the completion of the notification and comment period. Faculty members shall be evaluated under the version of the Manual that is in effect at the beginning of their individual evaluation cycle.

Section 17.3 - Evaluation Framework. Faculty shall be evaluated across three Dimensions of Faculty Responsibility: (1) Teaching Effectiveness, (2) Continuous Improvement, and (3) Program Stewardship and Professional Responsibilities. Teaching Effectiveness is the primary dimension and shall carry the greatest weight in determining the overall evaluation rating. For each dimension, faculty performance shall be assessed with reference to core practices (representing fundamental expectations) and advanced practices (representing a menu of options for demonstrating excellence), as specified in the Manual.

Section 17.4 - Required Data Elements. Every evaluation shall include, at least, the following data elements: (a) Learner Reaction Survey (LRS) response rates for all courses taught during the evaluation period; (b) grade distribution data, including percentages of students who passed, failed, or withdrew, for all courses taught during the evaluation period; (c) documentation of the faculty member's active and timely participation in outcomes assessment and academic program review during the evaluation period; and (d) documentation of the faculty member's timely submission of participation confirmations, academic warnings, and final grades during the evaluation period. LRS response rates, grade distribution data, outcomes assessment data, and academic program review data shall be interpreted in context and shall not serve as standalone performance metrics in the evaluation process.

Program-level metrics, such as program enrollment trends or program-level retention or completion rates, where applicable, may be used to inform and contextualize faculty evaluation, but faculty members shall not be evaluated solely on program-level metrics beyond their individual control. Evaluation shall focus on the faculty member's professional efforts and contributions toward student success, program quality, and continuous improvement.

The Office of Academic Affairs shall coordinate the collection and dissemination of institutionally generated data used in the evaluation process and ensure that faculty members and deans are provided with the data necessary for evaluation, or with instructions for accessing such data, in a timely manner at the start of the evaluation cycle.

Section 17.5 - Evaluation Ratings. Faculty members subject to evaluation shall receive a rating of "Does Not Meet Expectations," "Meets Expectations," or "Exceeds Expectations," as defined in the Manual, from their supervising Dean on each dimension of the evaluation framework and for the overall evaluation. The Chief Academic Officer shall review the dean's evaluations and issue a final overall rating of "Does Not Meet Expectations," "Meets Expectations," or "Exceeds Expectations." The Chief Academic Officer's final rating is the official rating of record. When the Chief Academic Officer's final rating differs from the dean's overall rating, the Chief Academic Officer shall provide a written explanation.

Section 17.6 - Evaluation Frequency, Process, and Timeline. Faculty on Probationary Contracts shall receive a formal written evaluation annually. Faculty on Provisional Contracts shall receive a formal written evaluation biennially. Faculty on Regular Contracts shall receive a formal written evaluation triennially. Each evaluation shall cover the period since the previous evaluation.

The evaluation process shall proceed according to the following timeline:

1. By September 30 of the evaluation year, the dean shall notify the faculty member that an evaluation is due and provide the evaluation template, the Faculty Evaluation Manual, any available institutional data, and a copy of the professional goals established at the conclusion of the faculty member's most recent prior evaluation (if applicable).
2. By December 15 of the evaluation year, the faculty member shall submit the completed evaluation template, self-evaluation narrative, progress toward prior goals (if applicable), and any supporting portfolio materials to the dean.
3. By March 15 of the following spring semester, the dean shall complete the dean's evaluation, including dimension ratings, an overall rating, and a narrative evaluation. The dean shall provide the completed evaluation to the faculty member at least five (5) business days prior to the evaluation meeting.
4. The faculty member may submit an optional written response to the dean's evaluation at any time prior to or at the evaluation meeting.
5. The evaluation meeting between the dean and the faculty member shall take place no later than April 15. At the evaluation meeting, the dean and faculty member shall also complete the goal-setting step, during which the faculty member establishes professional goals for the next evaluation period in consultation with the dean. Both parties shall sign the evaluation and the goal-setting documentation at the conclusion of the meeting or within five (5) business days thereafter. The faculty member's signature on the evaluation indicates receipt and review, not agreement with its contents. If the faculty member declines to sign the evaluation, the dean shall note this on the evaluation form.
6. Following the evaluation meeting, the signed evaluation, including the faculty member's self-evaluation, the dean's evaluation, any written response, the goal-setting documentation, and all supporting data, shall be forwarded to the Chief Academic Officer.
7. The Chief Academic Officer shall review the materials, provide written comments, and issue a final rating. The Chief Academic Officer shall complete the review no later than May 15. A copy of the final evaluation, including the Chief Academic Officer's comments and final rating, shall be provided to the faculty member.

Section 17.7 - Classroom Observation. For faculty on Probationary Contracts, at least one classroom observation per evaluation cycle is required and shall be conducted by the dean or a proxy mutually agreed upon by the faculty member and the dean. For faculty on Provisional or Regular Contracts, classroom observation is encouraged; either the dean or the faculty member may request an observation. Observations shall be conducted using a standard classroom observation form and scheduled at a mutually convenient time. The observation report shall be shared with the faculty member within ten (10) business days of the observation.

Section 17.8 - Confidentiality. Evaluation materials shall be treated as confidential personnel records and maintained in accordance with applicable law and college policy.

Section 17.9 - Grievability. A faculty member may grieve a procedural violation of this Article or the Faculty Evaluation Manual through the grievance procedure established in Article XXVII of this Agreement. Substantive disagreements with the evaluator's professional judgment regarding ratings are not grievable through the grievance procedure; however, upon a substantive disagreement concerning the evaluator's final rating determination, the Association may invoke Article XXV — Special Association/Administration Conferences — to review and discuss concerns regarding the application, consistency, fairness, or impact of the evaluation process and outcome. In addition, the faculty member's written response shall be included in the permanent evaluation record.

ARTICLE XVIII - LEARNER REACTION SURVEYS

Learner Reaction Surveys (LRS) serve as the primary mechanism for gathering student feedback on teaching and course delivery. The College recognizes that students, as direct recipients of instruction, offer valuable insights for continuous quality improvement. LRS results are intended primarily to help faculty strengthen their instructional effectiveness and course design. Faculty shall maintain the right to use LRS results to improve student learning outcomes.

Section 18.1 - Definitions

- A. Learner Reaction Survey (LRS) results: Refers to data derived from students' responses to the questions on the survey, including but not limited to: numerical ratings, written comments, statistical summaries, and any analysis or aggregation of student responses to survey questions.
- B. Learner Reaction Survey (LRS) response rates: Refers to the percentage of enrolled students in a course or courses who completed the Learner Reaction Survey. Response rate data includes only the proportion of student participation and does not include the content of student responses to survey questions.

Section 18.2 – Survey Development

- A. The College and the Association agree to establish a Learner Reaction Survey Committee (LRSC) for the 2026-2027 academic year only, to be co-chaired by the Chief Academic Officer and a faculty member selected by and from the other faculty members on the committee.
 - 1. Faculty members may fulfill their academic responsibility of participating in at least one College committee in 2026-2027 by serving on the LRSC.
 - 2. To ensure the LRSC has access to the necessary expertise to address technical, operational, and instructional needs, it may include College staff with responsibilities related to institutional research, information technology, and student support.
 - 3. The LRSC is charged with developing new LRS instruments (one for regular courses and one for distance education courses) that align with research-based practices, as well as addressing any questions, concerns, or issues that arise during the development and implementation of them.

4. The LRSC may recommend to the College and the Association that the committee be extended beyond the 2026-2027 academic year if the committee determines such extension is necessary.

Section 18.3 – Instrument Design

- A. The College will maintain a standardized LRS that reflects good teaching and survey design practices.
- B. Given that learning experiences in distance education courses are often different than those in regular courses, two versions of the LRS shall be maintained.
- C. Faculty may add supplemental questions to address specific aspects of their courses, but the core LRS questions shall remain standardized. The college reserves the right to limit the number of supplemental questions to maintain instrument coherence and minimize response burden, with limits to be recommended by the LRSC.

Section 18.4 – Survey Administration

- A. The LRS shall be made available to students in every course section. Surveys should open near the end of each term and remain open for a sufficient period of time to allow adequate time for completion, with specific time periods for both per term to be defined by the LRSC in alignment with research-based best practices.
- B. Student responses on the LRS shall be anonymous. Faculty members shall not have access to individual student identities in connection with survey responses and shall not have access to survey results from a particular term until after grades have been submitted for that term.
- C. Student participation in the LRS is voluntary. Faculty shall encourage students to complete the LRS but must not seek to coerce or influence their responses. Neither faculty nor College administrators may require student submission of an LRS for any course or program. No incentives (including but not limited to extra credit, timely submission of final grades, students being excused from a course assignment, cash or any other form of compensation, etc.) may be offered to any student to solicit submission of the LRS.

Section 18.5 – Data Access and Acceptable Use

- A. Faculty shall have access to LRS results from their own courses. To protect student anonymity, LRS results from course sections with fewer than six students shall be presented only in aggregate or, if possible, joined with data from another section of the same course taught by the same instructor in the same term.
- B. LRS results are to be used primarily for faculty reflection and course improvement. Faculty are encouraged to use survey results to inform pedagogical decisions and to document evidence of instructional improvement.
- C. Deans shall have access to LRS results from courses in their schools. The offices of Academic Affairs and Institutional Research shall have access to LRS results from all courses offered by the College.

- D. Department Chairs shall have access to LRS results only insofar as those data conform with the aggregation and anonymity requirements specified in Section 18.5(E).
- E. Aggregate data from LRS responses may be used by administrators to support continuous improvement of instruction, identify opportunities for faculty development, or inform college-wide strategic initiatives.
 - 1. To protect individual faculty privacy, the College will present survey results only at the level of aggregation appropriate to the analysis. For example, at the course level when sufficient data is available to prevent identification of individual respondents or instructors, or at the department, field of study, or program level when course-level reporting would compromise anonymity.
 - 2. Raw LRS data access will be restricted to administrative personnel with a legitimate need to review results, and data summaries shared college-wide will be aggregated to prevent identification of individual instructors.
- F. The College will track LRS response rates as a key indicator and aims for a response rate of 50% in all course sections. In evaluating response rate patterns, the College will consider the course delivery modality, recognizing that certain formats, such as distance education course modes, may present greater challenges in achieving target response rates than traditional in-person instruction. If a faculty member's aggregate LRS response rate across all course sections falls below 40% in two consecutive semesters or terms (fall, spring, or summer), the supervising Dean will provide written notice to the faculty member showing their aggregate LRS response rates and suggesting strategies for encouraging student participation in the LRS. Within ten (10) business days of the issuance of the Dean's written notice, the faculty member must provide the Dean with a written plan for improving future LRS response rates.
- G. LRS response rates alone shall not be used as grounds for disciplinary action. However, if a faculty member fails to respond to the Dean's notice described in Section 18.5(F) or their aggregate LRS response rates remain below 40% for two additional consecutive semesters or terms after receiving such notice, the matter may be addressed through the faculty evaluation process.
- H. When the College implements a new LRS system, LRS response rates from the first full semester or term following the College's notification that the new survey system is fully implemented and operational shall not be considered in the faculty evaluation process or used to trigger the Dean's notice process described above. LRS response rates will be considered for evaluation purposes beginning with the second full semester or term following such notification.
- I. When the College implements a new LRS system, LRS response rates from the first full semester or term following the College's notification that the new survey system is fully implemented and operational shall not be considered in the faculty evaluation process or used to trigger the Dean's notice process described above. LRS response rates will be considered for evaluation purposes beginning with the second full semester or term following such notification.

- J. At the discretion of faculty and department chairs, data from LRS responses may be used for assessment or academic program review. Data from LRS responses shall not be used for faculty evaluation except at the faculty member's discretion (e.g., to show how they improved learning or engagement in a class or classes). If faculty choose to include LRS data in their own faculty evaluations, the LRS data shall not be employed as the sole measure of a faculty member's teaching performance or as the sole measure of the value/quality of a course or program.

Section 18.6 – Survey Technology Implementation Period

- A. The College is currently adopting a new technology tool for administering Learner Reaction Surveys. To account for the implementation of that tool, the College and the Association agree to temporarily suspend the requirements of Sections 18.2, 18.3, and 18.4 commencing on the effective date of this contract and continuing for a period of one (1) year, or until the new survey system is fully implemented and operational, whichever comes first as determined by the College.
- B. The College may also determine, in its discretion, that it is necessary to extend the suspension period outlined in Section 18.6(A).
- C. The College will notify faculty that the new survey system is fully implemented and operational prior to the first semester or term in which it will be deployed.
- D. Upon full implementation of the new survey system, or at the conclusion of the suspension period as determined under Section 18.5(C), the survey requirements shall be reinstated with any necessary technical modifications to reflect the new system.

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 – Learning Management System Course Site Access and Acceptable Use

- A. Access to learning management system (LMS) course sites shall be restricted to administrative personnel with a legitimate need, including deans, personnel from the Office of Academic Affairs (or its equivalent), and personnel from the Office of Information Technology (or its equivalent).
- B. Department chairs may access to LMS course sites for full-time faculty members in their departments only when: (1) investigating a student complaint or grievance, or (2) the faculty member requests or grants permission for such access.
- C. Academic Affairs will notify faculty at the beginning of each academic term that LMS course sites may be accessed by authorized personnel at any time.
- D. Personnel accessing LMS course sites shall not edit or alter the content of those sites without the authorization of the faculty member responsible for them.
- E. Personnel accessing LMS course sites shall not copy or remove materials from those sites without the authorization of the faculty member responsible for them.
- F. Administration reserves the right to conduct research on LMS course sites to support continuous improvement of instruction, identify opportunities for faculty development, or inform college-wide strategic initiatives.
 - a. To protect individual faculty privacy, the College will present research findings at the highest level of aggregation appropriate to the analysis. For example, at the course level when sufficient data is available to prevent identification of individual faculty, or at the department, field of study, program, or college level when course-level reporting would compromise anonymity.

Section 19.4 - 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 19.5 - 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. Sick leave may be used for any reason covered by the Michigan Earned Sick Time Act (ESTA).
3. Unused sick leave shall be allowed to accumulate for a maximum of one hundred (100) work days.
4. Accumulated sick leave will be cancelled when employment with the College is terminated and will not be compensated with additional or terminal pay.
5. Employees must notify their direct supervisor of their absence prior to the start of the employee's regular workday schedule.
6. 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.
7. 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.
8. 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.

9. An employee whose absence is more than three (3) 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.
10. 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. 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.
11. 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 19.6 - 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 and Task Forces in General. SMC forms and utilizes committees and task forces to support a number of College needs.

- “Committee” is a standing or ongoing working group established to address broad institutional issues, provide continuous oversight of specific functions, or fulfill recurring responsibilities.
- “Task Force” is a temporary working group composed of designated individuals assembled to address a specific, time-limited problem or objective.

Every May 1, the Chief Academic Officer will send to all faculty a list and description of committees and planned task forces 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.

Faculty members may request approval from the Chief Academic Officer to participate on a task force in lieu of the obligation to participate on a committee. The determination of whether to grant such approval lies within the discretion of the Chief Academic Officer.

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 Committee (LAC). As such, any faculty member may serve on either or both of the committees, and can ask to be removed from either committee after the full list is sent every May 1.

The **Curriculum & Instruction Committee (C&I)** is a standing committee that advises the Chief Academic Officer on matters of curriculum and instructional programs, to be co-chaired by the Chief Academic Officer and the Registrar. The C&I Committee shall review and make recommendations regarding proposals for:

- New, revised, or discontinuing programs of study
- Changes to courses, including but not limited to course descriptions, requisites (pre-, co-, or post-), course sequencing, course numbering, and associated fees.
- New, revised, or discontinuing academic policies

Administration may invite institutional staff as necessary to serve on C&I to ensure that all areas of institutional concern are addressed in its deliberations. The committee is expected to engage in substantive discussion of each proposal it considers, and that discussion shall be recorded in the meeting minutes. Final minutes of each meeting shall be distributed to all faculty.

The **Learning Assessment Committee (LAC)** shall support the goal of improving the quality of instruction and student learning outcomes across the College. The LAC shall be composed primarily of faculty members, with additional membership from institutional staff as necessary to fulfill the committee's charge. The committee shall be co-chaired by a designee of the Chief Academic Officer and a faculty member selected by and from the other faculty members on the committee. The LAC is charged with:

- Recommending assessment principles and practices
- Sharing assessment resources
- Supporting other faculty in assessment
- Promoting faculty expertise in assessment.
- Advocating for an authentic culture of continuous improvement

Final minutes of each LAC meeting shall be distributed to all faculty.

Section 24.3 – Committee Deliberation. 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 Chief Academic Officer personally or submit the matter in writing to the Chief Academic Officer 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 Chief Academic Officer in writing, the Chief Academic Officer 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

Academic Calendar – 2027-2028

Fall Semester	(September 7, 2027 – December 17, 2027)
September 7	Start of Semester
September 14	Last Day to Add/Drop Courses – Full-length and Early-End Courses Only
October 18	Course Withdrawal Deadline – Early-End Courses Only
October 25	End of Early-End Courses
October 26	Start of Late-Start Courses
October 27	Last Day to Add/Drop Courses – Late-Start Courses Only
November 24-26	Thanksgiving Break – Campus Closed
November 29	Courses Resume
December 6	Course Withdrawal Deadline – Full-length and Late-Start Courses Only
December 17	Semester End
Spring Semester	(January 18, 2028 – May 5, 2028)
January 18	Start of Semester
January 25	Last Day to Add/Drop Courses – Full-length and Early-End Courses Only
February 28	Course Withdrawal Deadline – Early-End Courses Only
March 7	End of Early-End Courses
March 8	Start of Late-Start Courses
March 9	Last Day to Add/Drop Courses – Late-Start Courses Only
March 27-31	Spring Break Week – Campus Closed
April 3	Courses Resume
April 14	Good Friday – Campus Closed
April 24	Course Withdrawal Deadline – Full-length and Late-Start Courses Only
May 5	Semester End
May 6	Commencement
Summer Semester	(June 5, 2028 – August 10, 2028)
June 5	Start of Semester
June 9	Last Day to Add/Drop Courses – Full-length and Early End Courses Only
June 23	Course Withdrawal Deadline – Early-End Courses Only
July 4	Independence Day – Campus Closed
July 5	Courses Resume
July 7	End of Early-End Courses
July 10	Start of Late-Start Courses
July 11	Last Day to Add/Drop Courses – Late-Start Courses Only
July 28	Course Withdrawal Deadline – Full-length and Late-Start Courses Only
August 10	Semester End

Academic Calendar – 2028-2029

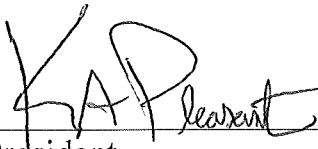
Fall Semester	(September 5, 2028 – December 15, 2028)
September 5	Start of Semester
September 12	Last Day to Add/Drop Courses – Full-length and Early-End Courses Only
October 16	Course Withdrawal Deadline – Early-End Courses Only
October 23	End of Early-End Courses
October 24	Start of Late-Start Courses
October 25	Last Day to Add/Drop Courses – Late-Start Courses Only
November 22-24	Thanksgiving Break – Campus Closed
November 27	Courses Resume
December 4	Course Withdrawal Deadline – Full-length and Late-Start Courses Only
December 15	Semester End
Spring Semester	(January 16, 2029 – May 4, 2029)
January 16	Start of Semester
January 23	Last Day to Add/Drop Courses – Full-length and Early-End Courses Only
February 26	Course Withdrawal Deadline – Early-End Courses Only
March 6	End of Early-End Courses
March 7	Start of Late-Start Courses
March 8	Last Day to Add/Drop Courses – Late-Start Courses Only
March 26-30	Spring Break Week – Campus Closed
March 30	Good Friday – Campus Closed
April 2	Courses Resume
April 23	Course Withdrawal Deadline – Full-length and Late-Start Courses Only
May 4	Semester End
May 5	Commencement
Summer Semester	(June 4, 2029 – August 9, 2029)
June 4	Start of Semester
June 8	Last Day to Add/Drop Courses – Full-length and Early End Courses Only
June 22	Course Withdrawal Deadline – Early-End Courses Only
July 4	Independence Day – Campus Closed
July 5	Courses Resume
July 6	End of Early-End Courses
July 9	Start of Late-Start Courses
July 10	Last Day to Add/Drop Courses – Late-Start Courses Only
July 27	Course Withdrawal Deadline – Full-length and Late-Start Courses Only
August 9	Semester End

Academic Calendar – 2029-2030

Fall Semester	(September 4, 2029 – December 14, 2029)
September 4	Start of Semester
September 11	Last Day to Add/Drop Courses – Full-length and Early-End Courses Only
October 15	Course Withdrawal Deadline – Early-End Courses Only
October 22	End of Early-End Courses
October 23	Start of Late-Start Courses
October 24	Last Day to Add/Drop Courses – Late-Start Courses Only
November 21-23	Thanksgiving Break – Campus Closed
November 26	Courses Resume
December 3	Course Withdrawal Deadline – Full-length and Late-Start Courses Only
December 14	Semester End
Spring Semester	(January 22, 2030 – May 10, 2030)
January 22	Start of Semester
January 29	Last Day to Add/Drop Courses – Full-length and Early-End Courses Only
March 4	Course Withdrawal Deadline – Early-End Courses Only
March 12	End of Early-End Courses
March 13	Start of Late-Start Courses
March 14	Last Day to Add/Drop Courses – Late-Start Courses Only
March 25-29	*Spring Break Week – Campus Closed (Anticipated Dates)
April 1	*Courses Resume – (Depending on Spring Break Week Dates)
April 19	Good Friday – Campus Closed
April 29	Course Withdrawal Deadline – Full-length and Late-Start Courses Only
May 10	Semester End
May 11	Commencement
Summer Semester	(June 3, 2030 – August 8, 2030)
June 3	Start of Semester
June 7	Last Day to Add/Drop Courses – Full-length and Early End Courses Only
June 21	Course Withdrawal Deadline – Early-End Courses Only
July 4	Independence Day – Campus Closed
July 5	Courses Resume
July 5	End of Early-End Courses
July 8	Start of Late-Start Courses
July 9	Last Day to Add/Drop Courses – Late-Start Courses Only
July 26	Course Withdrawal Deadline – Full-length and Late-Start Courses Only
August 8	Semester End

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT on the day and year first mentioned above.

SOUTHWESTERN MICHIGAN COLLEGE

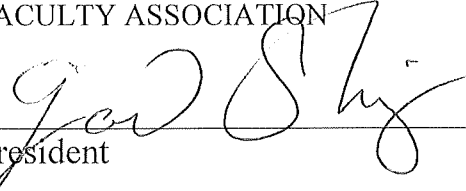


President

8/31/26

Date

SOUTHWESTERN MICHIGAN COLLEGE
FACULTY ASSOCIATION



President

8-31-26

Date