

**Letter of Agreement
Between
Southwestern Michigan College
And the
Southwestern Michigan College Faculty Association, MEA/NEA**

This Letter of Agreement, effective August 12, 2024, is entered into by and between Southwestern Michigan College and the Southwestern Michigan College Faculty Association MEA/NEA who mutually agree to amend the Collective Bargaining Agreement (“CBA”) as follows due to the absence of the Provost position at the college:

- Section 7.2 – Types of Employment Contracts for All Faculty; A. Probationary Contracts: 2. Regular Faculty Returning to Probationary Contracts: The decision will be based on the final determination in the faculty member’s Performance Evaluation recommendation from the Supervising Dean ~~and the Provost~~. Their recommendation will be forwarded to the College President, whose decision will be final and binding regarding the reappointment of this faculty member.
- Section 7.2 – Types of Employment Contracts for All Faculty; B. Provisional Contracts: At the conclusion of the Provisional Contract, there is no obligation on the part of the College to extend this contract or to offer another contract, except at the sole discretion of the College President based on the recommendation of the supervising Dean ~~and the Provost~~.
- Section 7.2 – Types of Employment Contracts for All Faculty; C. Regular Contracts: At the conclusion of a Regular Contract, there is no obligation on the part of the College to extend this contract or to offer another contract, except at the sole discretion of the College President based on the recommendation of the supervising Dean ~~and the Provost~~.
- Section 9.1 – Faculty Load: If a faculty member cannot meet load in a semester, the College will make every attempt to accommodate via the following options:
 - 1) EDUC120, a one (1) contact hour course, can be used as up to three contact hours to meet a full-time faculty member’s load, provided there are no other options. This option does require approval of the ~~Chair for Social Sciences and the Dean of Arts & Sciences via request to the Provost~~. Dean of Arts & Sciences and the President.
 - 2) If load is not met in fall, a course for which the faculty member is credentialed, can be used in spring to get to the annual load. The course needs to be identified by the end of the drop/add period in fall and approved by the applicable Dean ~~via request to the Provost and the President~~.
 - 3) If load is not met in spring, a course for which the faculty member is credentialed, can be used in summer to complete the annual load. The course needs to be identified by the end of the drop/add period in spring and approved by the applicable Dean ~~via request to the Provost and the President~~.
 - 4) If load is not met, and there is ability to find non-instructional tasks to meet load, such tasks can be used to meet load, provided a letter of agreement is signed by the ~~Provost~~ President 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 prorated to reflect the lesser load.

- Section 9.2 – Reduced Load: Faculty members may be offered special assignments (or projects) by the Provost President for the benefit of the College. These assignments will be based on the faculty member’s skill set or special qualifications for completion of such assignments. In such cases, load may be reduced for the specific period of the assignment’s completion, but only within the limits outlined in this article. No faculty load may be reduced to fewer than 9 contact hours per semester and for only a period of two semesters. All assignments with required release time are for one Academic year only, and need to be approved anew each year. All such special assignments or projects will be shared with the President of the Faculty Association along with the load report each semester following the drop/add period. Faculty with released load assignments will not be eligible for overloads, except in emergencies to staff classes. Those emergencies must be requested by the Dean to the Provost President for approval.
- Section 9.3 – Department Chair: In addition to release time, each Chair will receive an additional stipend of \$6,000 spread over the fall and spring semesters per academic year. A faculty member who desires to serve as Chair over the summer shall request this appointment through their Dean who will request permission from the Provost President. If the Provost President approves, the Chair shall receive \$3,000 for summer Chair work.

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

- Section 10.2 – Online Teaching; A: Faculty who have completed Moodle Learn (or its equivalent), Quality Matters “Teaching Online” (TOL) (or its equivalent), either the Quality Matters “Designing Your Blended Course” (DYBC) or “Designing Your Online Course” (DYOC) (or their equivalents), and Quality Matters “Applying the QM Rubric” (APPQMR) (or its equivalent), are certified to teach SMC online and HyFlex courses. ~~The determination of what is equivalent to Moodle Learn and all Quality Matters’ modules rests with the Provost. The ORT team will recommend equivalencies to Moodle Learn and all Quality Matters’ modules with approval of a QM certified Dean.~~
- Section 10.2 – Online Teaching; D: The seat enrollment cap will be set at 22 for all online and HyFlex courses. To most effectively manage enrollment, this cap may be extended by the Provost applicable Dean to 24 to prevent having to open a new section of the course.
- Section 10.3 – Course Development; B: Courses to be developed for online delivery remain at the College’s discretion. As a course is identified for online delivery, the Provost or applicable Dean will reach out to the course director to develop the online course giving them the right of first refusal, and if declined, reach out to online-certified SMC faculty credentialed in that course to convert the existing course to an online delivery format.
- Section 10.3 – Course Development; C: If no current faculty is online certified for the course, the Provost applicable Dean will identify the faculty member closest to certification to accelerate the certification and course development.
- Section 10.3 – Course Development; G: In the event that a faculty member is officially tasked by the Provost applicable Dean, with approval of the President, to convert a current face to face course to online delivery or create a new online course, it will be supported with a \$2000 stipend, payable upon completion of the course, approved through the Quality Matters rubric (or equivalent) and within the first two weeks of the semester it runs. In the event that multiple faculty (being tasked officially by the Provost applicable Dean with approval of the President) contribute to an online

course conversion or creation, the \$2000 stipend shall be divided evenly amongst those faculty members.

- Section 10.3 – Course Development; H: In the event that a faculty member is officially tasked by the Provost applicable Dean, with approval of the President, to build a new hybrid course or convert a current face to face course to online delivery or create a new online course, it will be supported with a \$2000 stipend, payable upon completion of the course, approved through the Quality Matters rubric (or equivalent) and within the first two weeks of the semester it runs. In the event that multiple faculty (being tasked officially by the Provost applicable Dean with approval of the President) contribute to an online course conversion or creation, the \$2000 stipend shall be divided evenly amongst those faculty members
- Section 10.4 – Online Course Review Team; B: Internal course reviews will be conducted by members of the OCR for the purpose of providing feedback directly to the instructor for course revision and improvement. The Provost applicable Dean will be informed after fourteen (14) weeks from the date the review was started if the course has “met” or “not met” all essential standards within the QM rubric. Internal course reviews may not occur until the course has run for at least two semesters.
- ARTICLE XI - FACULTY SALARY; D. Overload Pay: An individual's base salary is for the standard faculty load (see Faculty Load). Immediately prior to the beginning of each semester, each campus based full-time faculty member's class assignment schedule will be reviewed by their Dean and the Provost approved by the President to determine base load as well as courses that will be paid as overload or directed study.
- ARTICLE XI - FACULTY SALARY; E. Overload Assignments: Full-time faculty have the right to decline overload assignments. If the faculty member desires to teach more than the standard faculty load in any given semester, and if he/she is assigned this additional teaching, pay is calculated according to the following table:

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

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

- ARTICLE XI - FACULTY SALARY; G. Summer Teaching Pay: Full-time faculty have the right to decline Summer Teaching assignments. If the faculty member agrees to teach during the Summer, pay is calculated using the Overload Pay scale (see section E above). A maximum of nine (9) contact hours may be assigned for Summer; additional contact hours require approval of the Provost President.
- ARTICLE XI - FACULTY SALARY; H. Stipends: As necessary, the College may request that faculty pick up special projects for short-term scenarios (usually work to be completed over a semester or shorter amounts of time) that go above and beyond the faculty member’s expected duties for the academic year. Such special projects will be compensated through a stipend that will pay at \$45 an hour. The expected work related to the project should be summarized in a stipend request that goes through the faculty member’s Dean to the Provost Office of Academic Affairs for

pre-approval. Payment can come in either one lump sum when the project is complete, or, if the assignment requires a full semester length, in two installments (the first installment to be paid at the halfway mark and the second installment to be paid upon the end of the semester). Decisions about projects available for stipends, as well as what faculty member will be asked to do the work, is within the sole discretion of the College. Decisions about stipends will be communicated to the Association President within 10 business days of the work being approved by the Provost President. Stipends may be available at any point in the calendar year. Similar work done in a subsequent semester will require a new approval by the Provost President.

- Section 16.1 – Professional Development: Policies and procedures used in coordinating the instructional program are made available prior to each semester through instructional update videos and emails from the Provost's Office Office of Academic Affairs.
- Section 16.1 – Professional Development (paragraph 3): ~~All professional development expenditures over \$250 must be approved in writing by the Provost before the expense is incurred. Professional development expenditures at or under \$250 may be approved in writing by the applicable Dean.~~ All professional development expenditures must be approved in writing by the applicable Dean before the expense is incurred. If the professional development expenditure involves out-of-state travel, this must be approved in writing by the College President before the expense is incurred.
- Section 16.2 – Professional Licenses & Certifications: SMC will reimburse a faculty member for the fee to obtain or renew a professional license or certificate if the license or certificate is required for SMC to operate the Program. To receive the reimbursement, a request must be submitted to the Provost applicable Dean and it must include both: (1) proof of payment of the fee by the faculty member; and (2) documentation establishing that the faculty successfully completed the licensure or certification requirements.
- ARTICLE XVII - FACULTY EVALUATION (paragraph 9): The Dean then provides comments. The evaluation is then shared with the Provost President, who also provides ~~comments and a final rating in consultation with the dean~~ a final signature.
- Section 24.1 – Committees in General: SMC forms and utilizes committees to support a number of College needs. Every July 1, the Provost Office of Academic Affairs will send to all faculty a list of committees for the upcoming academic year for which faculty may volunteer. With the exception of the two permanent standing committees listed below, the number of faculty on the committee may be limited, and not all committees need faculty members if there is no interest. Faculty members may fulfill their academic responsibility of serving on at least one College committee by serving on any standing committee or any committee on the list sent annually.
- Section 24.2 – Standing Committees (paragraphs 2-3): Because C&I focuses so heavily on the operationalizing of curriculum recommendations, nonfaculty participation is important, and so additional membership includes, but is not limited to, the Registrar (as ~~a co-chair with the Provost~~), School Deans, Dean of Student Development, Director of Academic Advising; Director of Financial Aid, Accounting Manager, and Director of Institutional Research. (The College reserves the right to amend this list based upon title changes; or additional non-faculty positions as applicable.) Because C&I decisions affect so many areas, the goal of C&I is to have healthy discussions about proposals, captured in the minutes, to support whatever recommendation comes to the Provost President. Final minutes are always shared with all faculty.

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

- ARTICLE XXVII – GRIEVANCE PROCEDURE; B: First Step: If a Grievant believes a grievance exists, the Grievant shall first discuss the matter with the direct supervisor personally or submit the matter in writing to the direct supervisor or within ten (10) business days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is submitted to the direct supervisor in writing, the supervisor shall answer the written grievance within ten (10) business days after receipt of the written grievance. If the Grievant is the Association, the Association President shall first discuss the matter with the ~~Provost~~ Chief Human Resources Officer personally or submit the matter in writing to this ~~Provost~~ Chief Human Resources 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 ~~Provost~~ Chief Human Resources Officer in writing, the ~~Provost~~ Chief Human Resources Officer shall answer the written grievance within ten (10) business days after receipt of the written grievance.
- Additionally, the Faculty Performance Evaluation Form (Appendix A) is updated as attached.

Any language of the CBA not specifically modified herein remains intact.

DocuSigned by: <i>Robin Shiptkosky</i> 837074474FDD4AC	8/8/2024
SMC Faculty President	Date
DocuSigned by: <i>Joseph Odenwald</i> FE59BFC90CB84F9	8/8/2024
Southwestern Michigan College President	Date