MEMORANDUM OF UNDERSTANDING BETWEEN DELTA COLLEGE AND DELTA COLLEGE FACULTY ASSOCIATION,

DELTA COLLEGE AND DELTA COLLEGE FACULTY ASSOCIATION, MEA/NEA REGARDING ENROLLMENT INCENTIVE (REVISED)

This Memorandum of Understanding ("MOU") is entered into between and among Delta College ("College") and the Delta College Faculty Association, MEA/NEA ("DCFA") (individually, a "Party" and collectively, the "Parties"). The Parties hereby agree to the following terms, understanding that these terms are subject to further negotiation during collective bargaining, that this MOU cannot be changed unless by a written agreement signed by an authorized representative of each Party.

The parties agree to the following terms, notwithstanding the terms outlined in the current Collective Bargaining Agreement (CBA) and existing MOUs.

For the Winter 2023 Semester only, the Administration will offer Faculty a one-time incentive for those Faculty members who take on more students in their sections in order to enhance enrollment.

- 1. Given express permission of the faculty member, the Administration may add additional overloads beyond two students as indicated in the current CBA. This MOU also applies when Faculty members sign overload forms.
- 2. The Faculty will be compensated, per student, in a manner equivalent to the individualized instruction per student rate for the number of students that exceed the above-adjusted capacity level for that section, not to exceed five (5) students. For the Winter 2023 semester only, compensation will be a one-time, off-schedule payment based on census date.

Census date for sections that begin prior to February 28, 2023 is January 17, 2023. Census date for sections that begin March 1 or later is March 10, 2023.

3. Individual section capacities may be adjusted by the College due to factors such as course/lab equipment availability, accreditation requirements, or dual enrollment agreements. If an individual section capacity is changed due to a factor not listed above, the Administration will contact the DCFA President to discuss the matter within five (5) business days.

This MOU is not precedent-setting and cannot be used as evidence of a practice or policy at the College.

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Delta College Faculty Association, MEA/NEA Ski Vanderla	Date	<u> </u>