DRAFT MEMORANDUM OF UNDERSTANDING
BETWEEN
DELTA COLLEGE AND DELTA COLLEGE FACULTY ASSOCIATION,
MEA/NEA REGARDING ENROLLMENT INCENTIVE

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 Fall 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 Fall 2023 semester only, compensation will be a one-time, off-schedule payment based on census date.

   - Census date for sections that begin prior to October 25, 2023 is September 5 at 8:00 a.m.
   - Census date for sections that begin October 25, 2023 or later is November 9 at 8:00 a.m.

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.

Delta College ___________________________ Date 8/21/23

Delta College Faculty Association, MEA/NEA ___________________________ Date 8/3/23

The terms of this MOU are extended through the end of the current Collective Bargaining Agreement (6/30/2025). Corresponding census dates for each semester can be found on Attachment A (attached).

Delta College ___________________________ Date 10/3/12

DCFA/MEA ___________________________ Date 11/1/23
Attachment A
Census Dates

Winter 2024:
Start Date – January 6, 2024
Census date for sections that begin prior to March 9, 2024 is January 16 at 8:00 a.m.
Census date for course that begin on or after March 9, 2024 is March 18, at 8:00 a.m.

Spring/Summer 2024:
Start Date – May 6, 2024
Census date for sections that begin prior to July 1 is May 16 at 8:00 a.m.
Census date for sections that begin on or after July 1 is July 10 at 8:00 a.m.

Fall 2024:
Start Date – August 24, 2024
Census date for sections that begin prior to October 23, 2024 is September 3 at 8:00 a.m.
Census date for sections that begin on or after October 23, 2024 is November 1 at 8:00 a.m.

Winter 2025:
Start Date – January 4, 2025
Census date for sections that begin prior to March 9, 2025 is January 14 at 8:00 a.m.
Census date for sections that begin on or after March 9, 2025 is March 18 at 8:00 a.m.

Spring 2025:
Start Date – May 5, 2025
Census date for sections that begin prior to June 30 is May 15 at 8:00 a.m.

Census Date 1 = 10 days after start
Census Date 2 = 9 days after start of 2nd 7 weeks