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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DELTA COLLEGE AND DELTA COLLEGE FACULTY ASSOCIATION, MEA/NEA  
ON  
COURSE CAPACITIES**

This Memorandum of Understanding ("MOU") is entered into by and between Delta College ("College") and the Delta College Faculty Association, MEA/NEA ("DCFA") (individually, a "Party" and collectively, the "Parties"). The Parties acknowledge and agree that this MOU is subject to further negotiation during collective bargaining and that this MOU cannot be changed unless by a written agreement signed by an authorized representative of each Party. This MOU shall automatically terminate at the conclusion of the 2020-2021 College Academic Year. The parties may extend this MOU in writing.

The Parties hereby agree that the Colleague database lists the approved Curriculum Council capacity levels for Delta College courses. These capacity levels are the default capacity for all face-to-face sections of any course.

In response to Coronavirus/COVID-19, beginning in Winter 2021, current INET & CNET section capacities published in the Fall 2019 (or Winter 2020 if the course was not offered in Fall 2019) schedule will have three (3) additional students (this number will not exceed approved Colleague database capacity, nor will the number raise the capacity to greater than the full face-to-face capacity). Courses not previously offered as an INET or CNET section in the Fall 2019 or Winter 2020 will be reduced by three (3) from the approved Colleague database capacities for sections of 25 students capacity or greater; will be reduced by two (2) for sections of 22-24 student capacity; will be reduced by one (1) for sections of 21 student capacity; and, all sections with 20 or less will remain unchanged. Sections not previously offered as an INET or CNET section shall not have section capacities above the face-to-face capacity.

Changes to section capacities will occur within 10 days, pending both parties signing this MOU, unless a section capacity was requested to be increased by the course discipline in writing and approved by the Vice President of Instruction and Learning Services or an Academic Dean in writing, or was past practice.

Upon completion of changes, the Registrar will notify the Academic Associate Deans. The Academic Associate Deans will notify the appropriate Discipline Coordinators. The Discipline Coordinators will have 5 business days to review and report discrepancies to the Associate Dean and Registrar. The Registrar will have 3 business days to make further changes.

If on the date this MOU is signed a Winter 2021 or Spring 2021 section has student enrollment that exceeds the above-adjusted capacity level for that section, those enrolled students shall not be dropped from that section, the fact that course capacity exceeds the above-adjusted capacity level for that section, shall not be a violation of this MOU, and the faculty will be compensated, per student, in a manner equivalent to the independent study per student rate for the number of students that exceed the above-adjusted capacity level for that section. Beginning Winter 2021, this

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compensation will be a one-time, off-schedule payment and paid after official section enrollment is calculated (official count date for each semester). To qualify to receive this off-schedule payment, and to assure accurate student section enrollment, a faculty member shall submit non-attendance verification forms in compliance with federal law concerning financial aid.

Each full-time faculty member who carried a full course load (met his/her base load distribution ) during Fall 2020 will receive \$300.00, less normal withholdings, for modifications prompted by COVID-19. This payment will be made in the first paycheck following ratification by both parties.

If a section is added to the master schedule prior to the start date of that section, any section capacity adjustments will only be made within ten business days of the date the section was added.

Each faculty member maintains the right to add additional students to a section through the overload process at their discretion. Students added through the overload process do not qualify faculty for additional compensation as outlined above.

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.

Data and information gathered on class capacities shall be available to the Faculty Executive Committee and the DCFA for discussions and preparation for future collective bargaining agreements. The information shall be provided by the College within a reasonable time after the College receives a written request for such information from the Faculty Executive Committee or the DCFA.

This MOU may be superseded by a negotiated and approved final contract between the Parties, agreed to in writing and signed by an authorized representative of each Party. This MOU is not precedent setting, and shall not be used as evidence of a policy or practice at the College.

This is a tentative ~~DocuSigned~~ agreement, pending the outcome of the DCFA General Membership Vote.

Delta College [Signature: Jean Goodman]  
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Date 12/17/2020

Delta College Faculty Association, MEA/NEA [Signature: Christopher L Curtis]  
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Date 12/17/2020

Faculty Executive Committee Chair [Signature: Daisy McQuiston]  
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Date 12/17/2020