

**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 2019-2020 College Academic Year.

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 sections of any course.

Delta College online and blended (hybrid) section capacities for Winter/Spring 2020 semesters that are listed above the past practice Winter/Spring 2018 section capacities in the class schedule will be adjusted in the class schedule to reflect the Winter/Spring 2018 section capacities no later than 10 business days after both parties sign 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. 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 2020 or Spring 2020 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 Winter/Spring/Summer 2018 course capacity 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 Winter/Spring/Summer 2018 capacity. This compensation is a one-time payment (for Winter 2020 and Spring 2020) while the course capacity process is being refined. This compensation will be paid after official section enrollment is calculated (official section enrollment is calculated 10 calendar days after the semester begins).

For purposes of double checking correctness of section capacities, the Academic Associate Dean will provide the Discipline Coordinators with a list of 2017-2018 section capacities and Curriculum Council approved course capacities for courses to verify prior to the publishing of the schedules to students. If a course is added to the master schedule prior to the start date of the 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.

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.

Delta College Jean Gordon

Date 10-7-19

Delta College Faculty Association, MEA/NEA [Signature]

Date 10/1/2019

Faculty Executive Committee Co-Chair Daisy McQueston

Date 9/30/19

Faculty Executive Committee Co-Chair [Signature]

Date 09/30/19