

# Delta College and DCFA 2025-2028 Collective Bargaining Agreement

*Approved by the Board of Trustees September 9, 2025*

## **COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement (“Agreement”) is entered into this 1<sup>st</sup> day of July, 2025, by and between the Delta College Board of Trustees, operating under the Michigan Community College Act, MCL 389.1, *et seq.* (“College”) and the Delta College Faculty Association, MEA/NEA (“DCFA”) (the College and the DCFA, individually a “party” and collectively the “parties”).

**WHEREAS**, the parties desire to promote a positive working relationship and maintain equitable conditions of employment which impacts morale, encourages respectful communication, enables effectiveness and efficiency, and produces quality education and services to students;

**WHEREAS**, the parties are interested in promoting respectful and civil work and economic relations;

**WHEREAS**, the parties are committed to the mission, vision, and values of Delta College; support the principle of quality education; and recognize that the success of College students and the greater College community and the job security of bargaining unit members depends on the College’s ability to attract and provide proper services to its students; and

**WHEREAS**, the parties pledge to work together to solve problems and to support the College’s responses to the changing educational needs of our students and the community through ongoing dialogue characterized by candor and goodwill.

**NOW THEREFORE**, in consideration of the mutual promises, stipulations, and conditions specified in this Agreement, the College and the DCFA agree to abide by the terms and conditions set forth in this Agreement for its duration.

## **ARTICLE I RECOGNITION**

### **1.1 Bargaining Unit Definition**

The College hereby recognizes the DCFA as the sole and exclusive bargaining representative, as defined in Section 11 of Act 379 Public Acts of Michigan, 1965, as amended (“PERA”), of the following College employees:

- A. All full-time faculty (including reduced load) who hold faculty rank of: instructor, assistant professor, associate professor, and professor, including any individual appointed to serve in a temporary assignment or replacement assignment for more than one semester; and
- B. All full-time faculty (including reduced load) serving any alternative assignment, that still retains a faculty rank (i.e., Honors Director, etc.). If the Division Chair positions (which were eliminated January 1, 2019) are ever reestablished in the future by the College, the College would agree to include them.

The employees listed in (A) and (B) above will be referred to in this Agreement as “Faculty.” The parties acknowledge that the following College employees are not part of the Faculty bargaining unit and are excluded from this Agreement:

- 1. Emeritus, adjunct, any other part-time faculty, temporary assignments or replacements of one semester or less, Counselors, and Academic Advisors;
- 2. Officers of the College, Associate Deans, and other administrative and supervisory professionals; and
- 3. All other hourly or substitute employees of the College.

### **1.2 Binding Effect**

This Agreement shall be binding upon the parties and shall supersede any policies, procedures, rules, regulations, or practices of the parties which are contrary to, or inconsistent with, the plain meaning of the specific terms in this Agreement.

### **1.3 Negotiated Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties may enter into mutually agreed upon memorandums of understanding during the term of this Agreement.

#### **1.4 Entire Agreement**

This Agreement supersedes and cancels all previous oral and written agreements between the College and the DCFA and constitutes the entire Agreement between the parties. For the avoidance of doubt, all memorandums of understanding affecting more than 1 Faculty member entered into before the effective date of this Agreement are hereby terminated. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual contract of any Faculty member. Faculty member individual contracts shall be made expressly subject to the terms of this Agreement. Any amendment or agreement supplemental to this Agreement shall not be binding upon either party unless executed in writing by an authorized representative of each party.

## **ARTICLE II BOARD RIGHTS**

Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Delta College Board of Trustees and the College President reserve and retain full rights, authority, and discretion conferred on them by the laws and constitution of the State of Michigan and of the United States and encompassed in their responsibility to manage Delta College. These rights and powers shall include, but shall not be limited to the following:

- A. Manage and control College business, equipment, and operations and direct the working forces and affairs of the College.
- B. Continue College rights, policies and practices of assignment and direction of College personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
- C. Direct the working forces, including the right to hire, promote, lay off, recall, and discipline Faculty.
- D. Provide reasonable provisions for the health, safety, and first aid of College employees, contractors, and students during hours of employment.
- E. Determine the services, supplies, and equipment necessary to continue College operations.
- F. Determine the placement of operations, production, service, maintenance, and distribution of work and the source of materials and supplies.
- G. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- H. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the College shall not abridge any rights from Faculty as specifically provided for in this Agreement.
- I. The establishment or elimination of College curricula, courses of instruction, and extracurricular programs except as specifically provided for in this Agreement.

The exercise of these rights is not to be interpreted as abridging or conflicting with any specific provision in this Agreement, and shall be limited only by the terms of the Agreement and provisions of law.

## **ARTICLE III DCFA RIGHTS**

### **3.1 Bargaining Agent**

The College agrees not to negotiate with any union or individual other than the DCFA and its representatives with respect to wages, hours, and terms and conditions of employment for bargaining unit members covered by this Agreement for the duration of this Agreement.

### **3.2 Notice of New Faculty Members to DCFA**

The College will provide the DCFA President with information about a newly hired Faculty member as specified in PERA Section 11a, except that the College will strive to provide the information within five (5) business days of commitment of employment. The information referenced in the preceding sentence will include the full name, home mailing address, specific assignment, and rate of pay for the new member.

### **3.3 Representation**

The DCFA will represent all bargaining unit members equally, without regard to DCFA membership or dues paying status. In accordance with PERA, neither the DCFA nor the College shall coerce, threaten, or otherwise unlawfully pressure a bargaining unit member to join or refuse to join the DCFA.

Duly authorized DCFA representatives shall be permitted to transact official DCFA business on College property at all reasonable times, provided they shall not interfere with or interrupt institutional operations, faculty members responsibilities, or incur an expense to the College. Such business shall be consistent with, and not violate, College Policy or the law.

### **3.4 Notice of DCFA Representatives**

By July 15 of each year, the DCFA shall notify the College Director of Human Resources and the College President, in hand-writing or email, of its officers and designated representatives.

### **3.5 DCFA Use of Facilities, Equipment, Technology, and Other College Resources**

The College shall designate one bulletin board or adequate portions thereof in each College building with bargaining unit members' offices for the posting of the DCFA's business, business notices, and social announcements, so long as such use does not violate PERA or the Michigan Campaign Finance Act.

The DCFA shall have access to Faculty mailboxes and College technology for DCFA business, business notices, and social announcements. There remains no expectation of privacy with any use of College email or technology. The DCFA and Faculty members shall be permitted to use College facilities for local DCFA business in accordance with the College's building use policies, provided the use is scheduled through the appropriate College office and the use does not interfere with

instruction or other student-related matters.

### **3.6 DCFA Business**

The DCFA President or designee will be the primary liaison with College Administration on issues impacting the DCFA. The DCFA President shall be granted at full pay, from base load or equivalent, 18 contact hours of release time per academic year. Of those contact hours, at least six (6) contact hours of release time must be used each Fall semester, at least six (6) contact hours of release time must be used each Winter semester, and at least three (3) contact hours of release or supplemental time must be used during the Spring/Summer term(s). The DCFA President's other rights under this contract will not be altered by this provision. The DCFA President may assign a portion of these contact hours to other DCFA officers per semester, or additional supplemental time may be granted by mutual consent of the parties.

Additionally a total of three (3) contact hours of supplemental time compensation during each academic year may be utilized by the DCFA to be assigned to one (1) or more DCFA Executive members, other than the president, at the discretion of the DCFA President. This compensation shall be subsidized by the College at 100%. In the event the DCFA wishes to utilize such supplemental time compensation, advance written notification, together with identification of the individual(s) involved, shall be provided to the Vice-President of Instruction and Learning Services and the Director of Human Resources (or designees).

The DCFA President will have final say in allocating supplemental time compensation within the parameters described above.

The College will provide the DCFA with an itemized invoice for any employer's portion of the Michigan Public School Employees' Retirement System retirement costs associated with these reassigned contact hours. When required to do so by law, the DCFA shall reimburse the College for any employer's portion of the Michigan Public School Employees' Retirement System retirement costs associated with these reassigned contact hours. The DCFA shall reimburse the College within 45 calendar days of receiving an invoice from the College for these costs.

### **3.7 DCFA/Administration Meetings**

At least once every month during the College Fall and Winter semesters, and as needed, the College President and/or designee will meet with the DCFA President and/or designee to discuss matters of concern to either or both parties. The parties will meet as needed at the request of either party during the College spring/summer semesters, with an electronic meeting option.

## **ARTICLE IV FACULTY RIGHTS AND RESPONSIBILITIES**

### **4.1 Academic Freedom**

The parties are committed to academic freedom, meaning the freedom of expression and the pursuit of truth in teaching and student learning.

This freedom is mainly in support of our values of diversity, integrity, and respect, the parties support the open, inclusive, and civil exchange of ideas in any setting associated with the College. This freedom is manifested institutionally.

Faculty members have academic freedom in the classroom and in discussing their assigned subjects and disciplines. Faculty members may select relevant timely topics that support course outcomes and objectives. Consistent with AAUP's long-standing statement on academic freedom, Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Academic freedom gives both Faculty and students the right to express their views in speech, writing, and through electronic and other communication both on and off campus without fear of sanction unless the manner of expression substantially impairs the rights of others.

Faculty members are citizens, members of a learned profession, and leaders of an educational institution. When they speak or write as citizens on matters of public concern, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational leaders, they should remember that the public may judge their profession and their institution by their communication(s). They should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to demonstrate that they are not speaking for the College.

Faculty members are entitled to academic freedom in research, publication, and creative output (e.g., stories, plays, music, art).

#### **4.1.1 Academic Freedom with Methods and Materials**

Faculty have academic freedom to determine the appropriate classroom methods and materials consistent with discipline standards, professional standards, and best practices to serve our students.

#### **4.1.2 Academic Freedom in Curriculum**

Faculty have academic freedom to develop and oversee the appropriate curriculum, consistent with discipline standards, professional standards, and best practices to serve our students.



## **4.2 Compliance with Legal Standards and Policies**

The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied to all employees without regard to race, creed, religion, genetics, color, national origin, sex, pregnancy, marital status, height, weight, record of arrest without conviction, gender identity, sexual orientation, disability, veteran status, membership in – or association with – any organization, or any other class protected by law.

The College will make available annual professional development on applicable topics. Each Faculty member shall comply with all applicable state and federal laws and regulations specific to educational requirements, students, and employment matters. Examples include, but are not limited to, requirements identified in the Family Education Rights and Privacy Act (FERPA), Title IX of the Education Amendments Act of 1972 (Title IX), Title VII of the Civil Right Act of 1964 (Title VII), and the Higher Learning Commission (HLC) guidelines.

## **4.3 Intellectual Property and Proprietary Rights**

It is traditional academic practice that Faculty own the Intellectual Property rights (i.e. Copyrightable Work) to the Scholarly Works they create. The DCFA recognizes the value to the College of the Faculty expertise represented in Faculty developed instructional materials. The College and the DCFA agree on the importance of courses being the creation of the Faculty teaching them.

### **4.3.1 Definitions**

1. Intellectual Property (i.e. Copyrightable Work) means an original work of authorship fixed in a tangible medium of expression, including but not limited to textbooks, manuscripts, manuals, books, articles, videos, motion pictures, films, musical or dramatic compositions, dramatic works, performances, sound recordings, lyrics, scores, images, prints, photographs, art, pictorial and sculptural works, literature, choreography, architectural or engineering drawings, circuit diagrams, lectures, presentations, podcasts, quizzes, tests, assessments, readings, handouts, class notes, syllabi, instructional materials, research, proposals, webpages, blogs, computer code and apps, Software, including but not limited to computer programs, databases, simulations, Courseware and any related materials and documentation associated with the Software.
  - A. An “original work of authorship” is a work that is independently created by a Faculty member that possesses at least some minimal degree of creativity. There must just be a spark of creativity to meet this requirement. If the work is based on a previous work, the new work must include something that is above and beyond the original work.
  - B. A work is “fixed in a tangible medium” when it is captured in a sufficiently permanent form, such that the work can be perceived, reproduced, or communicated for more than a short time. For instance, a work is fixed when it is

written on a piece of paper, stored on a computer, phone, or other device, recorded on an audio, video or electronic device, or posted online.

- C. Copyright law does not protect facts, ideas, systems, or methods of operation, although it may protect the way these things are expressed.
- 2. “Courseware” is the set of tools and technologies, including Software, used to present Instructional Materials, independent of the content itself, i.e. Learning Management System, Common Syllabus Software, etc.
- 3. “Instructional Materials” means any Copyrightable Work created by Faculty for the purpose of teaching students the content of a College course or conducting research and scholarship BUT does not include College-provided Courseware.
- 4. “Separate Agreement” means a written agreement, contract, grant, award, or other document that contains terms and conditions regarding the ownership and use of a Copyrightable Work that is signed by the College President or designee.
- 5. “Software” is a set of programs, procedures, and routines associated with the operation of a computer system or other electronic device, including related materials and documentation associated with the Software.
- 6. “Substantial Resources” means resources of a degree or nature not customarily provided by the College to all Employees. By way of example, Substantial Resources includes but not limited to, dedicated lab space, extended IT support from a College Employee(s), support from a learning designer, additional compensation, reduction of faculty load hours, or administrative release. This is not an exhaustive list. Customary secretarial support, office space, ordinary use of computers and networks, library resources or departmental lab space that is available to all department members and annual salary would not be considered use of Substantial Resources. Endowed Teaching Chairs and sabbatical leaves grants would not be considered use of Substantial Resources.

#### **4.3.2 Separate Agreements**

Notwithstanding anything to the contrary in this Article, ownership of all rights, title, and interest in any Copyrightable Work created or developed by Faculty that is subject to a Separate Agreement shall be governed by the terms and conditions of the Separate Agreement.

#### **4.3.3 Copyrightable Works Created or Developed by a Faculty Member**

##### **A. Ownership**

- 1. Subject to any Separate Agreement to the contrary, the Faculty will generally retain ownership of all rights, title, and interest in any Copyrightable Work unless that work is:
  - a. Created by Faculty within the scope of employment but outside of their usual responsibilities for development of defined materials (e.g., College’s website, marketing materials, catalogs, newsletters, admissions materials, education

records, magazines, presentations, memorandums, agreements, accreditation materials, software and courseware); or

- b. Specifically designated, commissioned or sponsored by the College prior to the creation of the Copyrightable Work; or
- c. Funded through the College by gifts, donations, grants, or stipends.

2. Exception for Instructional Materials

- a. Subject to any Separate Agreement to the contrary, the College will recognize ownership to all rights, title, and interest in Faculty who creates or develops Instructional Materials, unless the Faculty uses Substantial Resources in the development of the Instructional Materials. If Faculty uses Substantial Resources to create or develop the Instructional Materials, the College will retain ownership of all rights, title, and interest in the Instructional Materials.
- b. Subject to any Separate Agreement to the contrary, if Instructional Materials are jointly created with the College or other College Employees, the College and Faculty member(s) shall jointly own all rights, title, and interest in the Instructional Materials.

3. Exception for Pre-Existing Copyrightable Works

- a. Copyrightable Works developed and pre-existing at the time of the Faculty's employment with the College are exempt from this Article and are the property of the Faculty, provided that written disclosure describing the Copyrightable Work is made to the College within thirty (30) days of employment.
- b. If the Faculty modifies, amends or otherwise creates a derivative work based on the pre-existing Copyrightable Work during the term of employment with the College, the derivative work is subject to the ownership rights set forth in this Article.

4. Exemption for Scholarly Work

Subject to a Separate Agreement to the contrary, a Faculty member owns Scholarly Work created during employment with the College where such work is clearly distinct from the education mission of the College and/or outside of the scope of employment of the Faculty member.

**4.3.4 License for College Use of Copyrightable Works**

- 1. The College shall have a non-exclusive, perpetual, irrevocable, royalty-free license to use and display any Copyrightable Works created or developed by Faculty that is not owned by the College, including but not limited to Instructional Materials, for internal instructional, educational and administrative purposes.
  - a. This license shall include the right to modify, amend, and/or develop derivative works or compilations for College compliance purposes, including but not

limited to changes to make Copyrightable Works accessible to individuals with disabilities in accordance with the Americans with Disabilities Act or to translate Copyrightable Works into other languages.

- b. This license shall include the right to use the Copyrightable Work in other contexts than originally contemplated by creators, including but not limited to right to make copies for use in scholarship, researching, fair use, and best practices, for use in the training and development of Employees, or use to respond to lawful requests for information, such as subpoenas, court orders and requests from accreditors, government agencies, or auditors.
  - c. This license does not include the right to replicate and distribute an entire set of Instructional Materials for use in a complete course, without permission, for use by any College instructor.
  - d. This license shall include the right to use all associated materials and documentation.
  - e. This license does not include a right to market or sell a Copyrightable Work for commercial purposes.
  - f. The creator of the Instructional Material used by the College shall receive full credit as the named author and principal developer of materials licensed to College.
2. Upon request of the College, the Faculty who owns the Copyrightable Work shall execute agreements that memorialize this license in favor of the College.
  3. The College will not monetize these materials without written permission from the creator. If the College materially modifies the materials, the College will not attribute the modified materials to the creator without written permission from the creator.
  4. Should a Faculty member leave Delta College, notwithstanding anything to the contrary in this Article, Instructional Materials may also be utilized by the Faculty member who created them, unless the College and Faculty member agree otherwise.
  5. This license does not restrict the College's use of materials under the fair use doctrine, Section 110(1) of the Copyright Act (performances and displays in face-to-face teaching), Section 110(2) of the Copyright Act (the TEACH Act) and other uses without authorization permitted by law.

#### **4.4 Shared Governance**

Shared governance, an expectation of both Parties, ensures Faculty participation and collaboration with administration, peers, and staff in a professional manner on strategic planning, program/discipline planning, curricular review, assessment, budgeting recommendations, Faculty promotion and tenure, and other College initiatives that impact Faculty members, with the understanding that the College President is responsible to the College Board of Trustees for all decisions made in the governance system.

#### **4.5 Employment Outside College**

Faculty members are encouraged to participate in community, civic, and professional activities. Each Faculty member shall consider their Delta College employment as their primary employment. A Faculty member's employment outside Delta College shall not conflict with that Faculty member's professional duties.

#### **4.6 Conflict of Interest**

A conflict of interest exists where a Faculty member's duties for the College are or can be compromised by the pursuit of the Faculty member's other interests. A Faculty member who has a conflict or a potential conflict shall promptly bring it to the attention of their Associate Dean. Such conflicts will be appropriately disclosed and managed, reduced, or eliminated.

#### **4.7 Acceptable Use of College Resources**

Faculty shall use College technology including, but not limited to, phone systems, computer systems, and College email, consistent with the College's electronic user agreement. Incidental personal use is permitted, but at no time shall College technology be used for any illegal or improper purposes. The College may monitor College technology use at any time, and there is no expectation of privacy when using College technology of any kind; however, the College administration agrees not to monitor College technology use in an arbitrary or capricious manner.

#### **4.8 Professional Development**

Each Faculty member shall participate in professional development as specified in that Faculty member's professional development plan. The College reserves the right to require additional professional development, with notice and rationale to the DCFA President or designee. A Faculty member may be excused from professional development sessions required by this paragraph by the applicable Associate Dean or designee in writing.

This Section is not intended to address mandatory training. The College reserves the right to require mandatory training.

## **ARTICLE V GRIEVANCE PROCEDURE**

### **5.1 Grievance Definition**

A grievance is a claim by a Faculty member, more than one Faculty member, or the DCFA leadership on behalf of Faculty (hereinafter the “Grievant”) that there has been a violation, misrepresentation, or misapplication of any provision of this Agreement. A grievance may include a claim that college policy, any existing rule, order, or regulation of the Board, as may apply to Faculty, conflicts with this Agreement. A grievance shall be processed as provided in this Article, unless otherwise agreed to by the parties.

### **5.2 Grievance Purpose**

The primary purpose of this procedure is to secure, at the lowest level possible, an equitable solution to a grievance. The proceedings will be kept confidential by the parties, to the maximum extent allowable by law. Nothing in this procedure prevents informal consultation or adjustment of any grievance, provided the adjustment is consistent with the terms of this Agreement.

### **5.3 Informal Discussion**

In the event that a Grievant believes the Grievant has the basis for a grievance, the Grievant shall first informally discuss the grievance with the applicable Associate Dean or the Faculty member’s Dean or the Dean of the majority of Faculty members to whom the grievance pertains, in an attempt to equitably resolve the grievance.

The written request for this informal discussion shall occur within twenty (20) working days of the date of the Grievant knew or should have known about the act or condition on which the grievance is based or the grievance shall be deemed withdrawn.

The Associate Dean or Dean will schedule and hold a meeting to discuss the grievance within ten (10) working days of the request for the informal discussion.

The Associate Dean or Dean shall respond to the informal discussion in writing within ten (10) working days following the informal discussion or the grievance will automatically proceed to Step One.

### **5.4 Step One**

If the grievance is not resolved informally, it shall be memorialized in writing on the Grievance Form (Appendix B), signed by the Grievant and submitted to the Vice President of Instruction and Learning Services (Vice President) within ten (10) working days after receipt of the written response from the informal discussion or date the response was due. If not timely submitted, the grievance shall be deemed withdrawn. The Vice President will provide a copy of any written grievance to the DCFA President within two (2) working days of the Vice President’s receipt of the written grievance.

The Vice President or designee(s), shall, within ten (10) working days, schedule and hold a meeting with the Grievant to resolve the grievance.

The Vice President or designee shall respond to the Step One grievance in writing within ten (10) working days following the Step One meeting. If the Vice President or designee does not schedule or hold a grievance meeting or does not respond to the Step One grievance in writing within ten (10) working days, the grievance will automatically proceed to Step Two.

## **5.5 Step Two**

If the Grievant is not satisfied with the written response at Step One, or if no written response was made within the above timelines, the grievance may be submitted to the College President (President) within ten (10) working days of the date the response was due from the Vice President or designee. If not timely submitted, the grievance shall be deemed withdrawn.

The President or designee(s) will have ten (10) working days after the receipt of the grievance within which to schedule and hold a meeting with the Grievant(s) and DCFA representatives in an effort to resolve the grievance.

The President or designee shall respond in writing to the grievance within ten (10) working days following the Step Two meeting. If the President or designee does not schedule or hold a grievance meeting or does not respond to the Step Two grievance in writing within ten (10) working days, the grievance will automatically proceed to the next step.

## **5.6 Step Three – Mediation (Optional)**

If the grievance is not resolved at Step Two, or if no written response is made within the above timeline, either party may file the grievance to mediation through the Michigan Employment Relations Commission (MERC) within twenty (20) working days following receipt of the Step Two written response or of the date the response was due from the President or designee. A copy of the filing will be provided to the College by the DCFA.

If the grievance is resolved through mediation, the resolution shall be memorialized in writing and be final and binding upon the parties. If the DCFA does not elect to submit the grievance for mediation, the DCFA may proceed to Step Four, binding arbitration.

## **5.7 Step Four – Binding Arbitration**

If the grievance is not resolved at Step Two or the DCFA does not submit the grievance to mediation, the DCFA may submit the grievance to binding arbitration. The DCFA will file a written request for a list of arbitrators with the American Arbitration Association and deliver a copy of the request to the College's Director of Human Resources within thirty (30) working days after either: (1) the final mediation session, or (2) the deadline for the Step Two written grievance.

- A. The powers of the arbitrator shall be limited to the interpretation or application of this Agreement as written, and the arbitrator shall have no power to alter, add to, or subtract

from the terms of this Agreement.

- B. Should either Party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of arbitrability.
- C. The arbitration shall be held in accordance with Michigan's Uniform Arbitration Act, PA 371 of 2012.
- D. Neither Party will be permitted to assert any grounds or claim or present any document at arbitration that was not previously disclosed within a reasonable period of time to the other Party.
- E. The decision of the arbitrator shall be binding on all parties involved. However, each Party reserves the right to challenge the arbitration award in a court of competent jurisdiction if either party determines that the arbitrator exceeded their jurisdiction or has arrived at an award fraudulently or by improper means.
- F. The result of the arbitrator's decision shall be implemented within ten (10) working days of receipt of the decision unless the decision is challenged as stated above. Extension of this time limit may be mutually agreed upon in writing.
- G. The fees and expenses of the Arbitrator shall be shared equally by the College and the DCFA.
- H. The arbitration shall be held on the College's main campus, unless otherwise agreed by the Parties.

## **5.8 Miscellaneous**

- A. Time Limits: The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. Time limits may be extended in writing by mutual agreement.

The term "working days" shall mean all calendar days, excluding Saturdays, Sundays, breaks between semesters, holidays, and days the College's administrative offices are closed.

Days on which grievances are submitted shall not be included when calculating an applicable timeline in this article.

- B. Information Requests. All non-privileged and relevant documents, communications, and records necessary for processing any grievance, pursuant to the Public Employment Relations Act (PERA), shall be provided to the DCFA within a reasonable time from the date of the request.
- C. Impartial Party: The grievance shall not be presented to, or decided upon, by an



administrator responsible for rendering a written response at a previous level.

- D. Documents: All documents, communications, and records dealing with a grievance should be filed separately from the personnel files of participants; except, the final disposition (including the arbitrator's decision/award) which may be maintained in the personnel files of the participants.
- E. Reprisals: No reprisals or adverse employment action will be taken by or against any party of interest or any participant in this process by reason of such participation.
- F. Hearings: Grievances shall be presented and handled in such a manner as to not interfere with the day-to-day orderly conduct of the College. All hearings and meetings shall normally be scheduled to avoid any interference with scheduled classes or office hours, but, when necessary, participants will be released from other obligations. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present, including witnesses, to attend.
- G. Representation: The Grievant shall at all levels of the procedure have the right to DCFA representation.
- H. Grievance Withdrawal: A grievance may be withdrawn by the Grievant or the DCFA at any step of the procedure.

## **ARTICLE VI FACULTY QUALIFICATIONS**

### **6.1 Faculty Qualifications and Responsibility for Maintaining Qualifications**

All Faculty members must meet minimum qualifications for all courses they are scheduled to teach, consistent with respective standards of the Higher Learning Commission (HLC) and the College. For career programs, there may be specific additional credentials required. Additional qualifications may be established for positions with the approval of the Chief Academic Officer and the Director of Human Resources.

Faculty members shall promptly forward all updated official transcripts, and maintain and forward certifications, licenses, and other credentials and qualifications to their respective Division Office and the Human Resources Department for inclusion in their respective personnel files at hire and throughout their employment.

### **6.2 Tenure Track Appointment**

- A. Except as outlined in this Article, all Full-time Faculty members shall be initially employed in a Tenure-Track Annual Appointment status until they earn tenure.
- B. A Full-Time Tenure-Track Faculty member is eligible to apply for “tenure” after completing at least five (5) full years, but not more than eight (8), of qualifying service time at Delta College.
- C. At the time of hire or upon conversion to tenure-track, nothing in this Article precludes the President or designee, in their sole discretion, from granting up to two (2) years of credit toward qualifying service time from another institution.
- D. A Faculty member may apply for tenure status more than once, but not more than three times within this time period.
- E. At any point in time prior to the end of year seven (7), a full-time Tenure-Track Faculty member may request to convert their Tenure-Track position to a One-Year Renewable appointment. Approval of the request to convert to a One-Year Renewable appointment and requests to return to Tenure-Track status are at the discretion of the College President.
- F. Prior to the end of the eighth (8) year, a Tenure-Track Faculty member who has not already earned tenure will:
  - 1. Have their appointment terminated, or
  - 2. Request the appointment be converted to a One-Year Renewable position, which may be converted in the President’s or designee’s sole discretion.
- G. Tenure shall remain in force with annual agreements regarding status and salary, and tenured Faculty shall not be demoted from salary, step or level, or duty except “for cause.”

The performance of all tenured Faculty will be monitored by the Chief Academic Officer or designee. This will include the evaluation criteria outlined in this Agreement. Faculty who have attained tenure at Delta College before this Agreement is ratified will retain tenure after ratification, subject to the other terms in this Agreement.

- H. For purposes of this Article, a full year of qualifying service is defined as “two (2) semesters or equivalent alternative base load distribution in one year of service time.” Time employed in a One-Year Renewable position will count toward tenure eligibility, if converted to a tenure-track position.
- I. Ordinarily, part-time work shall not be considered as part of the tenure eligibility period; however, College Administration may – following input from the Faculty member’s Associate Dean – consider part-time teaching at Delta College toward shortening the tenure eligibility period.
- J. Tenure status is not transferable from other institutions; rather, it must be earned at Delta College except as otherwise provided in this Agreement.
- K. All full-time Faculty members shall be eligible, depending on performance and need, for annual contracts that may renew, unless and until they earn tenure.

### **6.3 One-Year Renewable Appointment**

In specific circumstances, the College may designate a Full-time Faculty position as a non-tenure track One-Year Renewable position based on needs, including but not limited to new hire of an emerging new program or unanticipated loss/unavailability of an existing Full-time Tenure-track Faculty member. Each One-Year renewable position will be reviewed by the College at least once every 3 years for viability and possible conversion to a Tenure-Track position. The College shall notify the DCFA annually of One-Year Renewable appointments.

- A. One-Year Renewable Full-time Faculty members will be treated as Non-Tenure Track Full-time Faculty; they cannot earn Tenure and are not subject to Tenure evaluation.
- B. A Full-time Faculty member may – following input from the Faculty member’s Associate Dean and the Discipline/Program Coordinator – request to convert their One-Year Renewable appointment to a Tenure-Track position. The requests to convert to Tenure-Track status are at the discretion of the College President.
- C. If a One-Year Renewable position is converted to a Tenure-Track position, years of qualifying service as a One-Year Renewable Full-time Faculty member will count toward Promotion and Tenure eligibility.

#### **6.4 Appointment and Non-Reappointment of Full-Time Faculty**

- A. Annual reappointments of non-tenured Faculty members are subject to approval by the College President consistent with the standards in this Article.
- B. Notice of Possible Non-Renewal/Dismissal Due to Poor Performance. If a Full-Time Faculty member faces possible non-renewal or dismissal due to poor performance prior to earning tenure, the appropriate Associate Dean will notify that Faculty member and the DCFA President by 4PM the fourth Friday of the winter semester of the current appointment; except, for individuals hired after November 1 of a contract year, a first-year possible non-renewal/dismissal notice may occur up to four (4) weeks prior to the termination date of that first appointment contract. Prior to Non-Renewal, Faculty will be given a reasonable opportunity to improve.
- C. Notice of Non-Renewal/Dismissal Due to Poor Performance. If a Full-Time non-tenured Faculty member is non-renewed or dismissed, the College President or designee will inform the Faculty member and the DCFA of the final non-renewal decision no later than the thirteenth week of the College winter semester of the current appointment; except, for individuals hired after November 1 of a contract year, a first year non-renewal/dismissal notice may occur up to two (2) weeks prior to the termination date of that first appointment contract.
- D. Notwithstanding the procedure above, a Faculty member may be terminated for misconduct at any time.

#### **6.5 Faculty Academic Ranks and Employment Classifications**

- A. The College's academic rank system shall consist of the following ranks: Instructor, Assistant Professor, Associate Professor, and Professor. Rank shall be attained as follows subject to approval by the College President or designee:
  - 1. Instructor: Generally, upon hire as a Full-time Faculty member.
  - 2. Assistant Professor: A Full-time tenure-track Faculty member will be eligible for consideration for promotion to Assistant Professor per Articles 6.6 and 6.7 after three (3) full years of full-time teaching at Delta College, provided the Faculty member is not on an active Performance Improvement Plan.
  - 3. Associate Professor & Tenure: A Full-time tenure-track Faculty member will be eligible for consideration for promotion to Associate Professor and granting of Tenure per Articles 6.6 and 6.7 after five (5) full years of Full-time teaching, at least two (2) of which have been at Delta College as an Assistant Professor, provided the Faculty member is not on an active Performance Improvement Plan.
  - 4. Professor: A Full-time Faculty member will be eligible for consideration for promotion to Professor per Articles 6.6 and 6.7 after ten (10) full years of full-time

teaching, at least five (5) of which have been at Delta College as a tenured Associate Professor, provided the Faculty member is not on an active Performance Improvement Plan.

5. Timelines and titles in this section A may be adjusted appropriately by mutual consent of the College President and DCFA President.
- B. Faculty who have attained one of the above ranks and/or tenure before this Agreement is ratified will retain that rank after ratification, subject to terms in this Agreement. Faculty who have earned qualifying service before this Agreement is ratified will retain such qualifying service upon ratification.
- C. Nothing in this Article precludes the College President or designee from granting a rank above Instructor upon hire when the President determines such a rank is warranted. In the event that a Faculty member is hired at a rank other than Instructor, the Faculty member is still subject to sections in this article on earning tenure.

## **6.6 Standards for Promotion and for Earning Tenure**

- 6.6.1 The purpose of promotion is to encourage teaching effectiveness in addition to incorporating best practices, professional development, educational growth, collegiality, and productive activity for the College other than instruction. It is expected that Faculty who advance in rank as well as those who achieve tenure maintain a level of excellence commensurate with those expectations for which they earned rank and tenure. Promotion to Professor encourages and rewards teaching excellence, continued professional development, and leadership at the College and/or in a relevant professional organization.
- 6.6.2 The principal purpose of tenure is to recognize a higher level of commitment by the College and the Faculty member. Full-time Faculty who earn tenure may not be terminated without just cause, and the Faculty member shall work effectively and respectfully with fellow employees to further the success of students and the College. Tenure shall remain in force with annual agreements regarding status and salary.

### **A. Procedure for Promotion and for Earning Tenure**

1. Eligible Faculty shall initially submit a Letter of Intent to apply for promotion/tenure consideration to their respective Associate Dean within the time frame outlined in this article below.
2. The Associate Dean shall confer with the applicant to review eligibility and readiness for promotion/tenure, and to discuss the candidate's Promotion/Tenure Committee. The Associate Dean shall confirm eligibility in writing and indicate to the candidate support or concerns on readiness.

If eligible for promotion/tenure, the candidate may move forward through each part of the process until the President's final decision. The candidate may also withdraw candidacy at any point in the process.

3. Candidate Promotion/Tenure Committee

The Candidate Promotion/Tenure Committee will consist of at least three (3) Faculty members. This committee will appoint a chair. The Committee will consist of Faculty members mutually selected by the candidate and the candidate's Associate Dean. At least one committee member must be from outside the candidate's academic division.

The committee will review the eligible candidate's progress on the criteria outlined in the Promotion/Tenure Portfolio Report (see Appendix I). The committee will present their analysis to the candidate's academic division in October or November.

4. Associate Dean Review and Response to Candidacy

The Associate Dean will review the Promotion/Tenure Portfolio Report and, provide the candidate with a written response regarding candidacy, including a summary of feedback from the Faculty member's annual evaluations.

5. Division Review of Promotion/Tenure Portfolio Report

The Associate Dean will arrange and chair a meeting or meetings of the division Faculty to consider each candidate. Within one week after the conclusion of the meeting(s), a recommendation will be determined by a vote of the division Faculty and Associate Dean. A positive recommendation will require at least a two-thirds majority of those casting positive and negative votes; otherwise the recommendation will be negative. Each member will vote privately either by electronic or paper ballot (see Appendix J). Ballots will be legibly signed. For promotion, Faculty will be permitted to vote on all candidates excluding themselves. For tenure, only tenured Faculty and the Associate Dean will be permitted to vote. The candidate will be notified in writing of the decision. Comments that do not pertain to the criteria, as determined by the Associate Dean, will not be moved forward to the candidate.

6. College Promotion/Tenure Committee Review of Promotion/Tenure Portfolio Report

The College Promotion/Tenure Committee will consist of five (5) elected Full-time tenured Faculty members (one (1) member from each academic division), the five (5) Associate Deans of the academic divisions, two Academic Deans, and the Chief Academic Officer. All members will vote yes or no. Faculty members will be elected to the committee for three year terms. These terms may be consecutive.

The chair of the Candidate Promotion/Tenure Committee will present the candidate to the College Promotion/Tenure Committee. The chair of the Candidate Promotion/Tenure Committee may attend committee deliberations, but shall observe and not vote.

The College Promotion/Tenure Committee will make a recommendation, decided by a simple majority-rule vote. The candidate's Associate Dean will communicate next steps, including timeline, to the candidate after the College Promotion/Tenure Committee makes its recommendation.

A written recommendation from the College Promotion/Tenure Committee will be forwarded by the Chief Academic Officer to the College President for final decision. The President's decision will be communicated to the candidate.

7. The College President will make the final Promotion/Tenure decision.

Once the promotion review process has been initiated, each candidate's Promotion/Tenure Portfolio Report will proceed to the College Promotion/Tenure Committee for review and vote, unless the candidate elects to withdraw their packet at any point in the process.

#### **B. Timeline for Promotion/Tenure Application (Listed in Chronological Order)**

1. Each eligible Faculty member shall be notified of Promotion/Tenure eligibility by the Academic Office/Instruction and Learning Services no later than October 15 preceding the year in which the portfolio would be submitted.
2. Eligible Faculty shall submit a Letter of Intent to apply for Promotion/Tenure to the appropriate Associate Dean no later than November 15, preceding the year in which the portfolio would be submitted.
3. The candidate's Promotion/Tenure Committee will be formed no later than January 15 following the Letter of Intent.
4. Eligible Applicants shall submit their Promotion/Tenure Portfolio Report to their Associate Dean no later than August 15.
5. Eligible Applicants shall submit their Promotion/Tenure Portfolio Report to their Division no later than September 15.
6. The Associate Dean shall convene and chair the first meeting of the division Faculty to consider each candidate no later than October 15.
7. The Associate Dean shall forward a summary of the candidate's Division recommendation to the appropriate Academic Dean no later than November 15. The Academic Dean will forward the report to the Chief Academic Officer upon receipt.
8. The Chief Academic Officer shall convene the College Promotion/Tenure Committee no later than January 25.
9. The College Promotion/Tenure Committee shall provide – through the Chief Academic Officer – a recommendation to the College President no later than February 15.

10. The College President or designee will notify the candidate of the College President's decision by March 15. The College Promotion/Tenure Committee's recommendation and any Committee comments received by the College President will be provided to the candidate after notification of the College President's decision.
11. The above deadlines may be extended due to an emergency, as determined by the College President.

## **6.7 Promotion/Tenure criteria evaluation tools**

### **6.7.1 Promotion**

- A. Teaching effectiveness and excellence:  
The candidate's Promotion/Tenure Portfolio Report may include but is not limited to:
  1. Teaching observation(s) by each committee member,
  2. Review of teaching materials (including a sample of the courses taught by the faculty member),
  3. Candidate teaching philosophy and growth statement, and
  4. Optional materials – e.g. analysis of Student Feedback, graduate surveys, professional certifications, licensure/certification pass rates, etc.
- B. Professional development/educational growth: Committees will review candidate's summaries of their professional and educational activities since previous promotion or hire.
- C. Productive activity: Committees will review candidate's summary of their productive activities outside of instruction which may include but are not limited to service on college committees, shared governance, professional activities, and community involvement.
- D. Leadership (for Professor only): Committees will review candidate's summary of their leadership activities, candidate's leadership statement, and recommendations from colleagues and others impacted by the leadership activities, as defined in the Article 10 performance evaluation system.

### **6.7.2 Tenure**

- A. Non-tenured Faculty should seek advice from their Associate Dean and tenured Faculty within their discipline/division to determine their progress toward a successful tenure bid. Associate Deans have access to annual evaluations. They also participate in the College Promotion/Tenure Committee and can advise from the perspective of presenting a promotion/tenure packet to representatives from across the College.



- B. To be eligible to apply for Tenure Status, a Faculty member shall have completed five (5) full years of qualifying service time at Delta College (as defined in 6.2). Application may be made during the fifth year and is concurrent with application for Associate Professor.
- C. The Tenure Application shall include clear and convincing evidence of:
  - 1. Sustained evidence of exemplary classroom teaching, which shall include teaching observations, review of teaching materials (online teaching is included as “classroom”), and evidence of innovation and a focus on equity. Sustained evidence of exemplary classroom teaching may include other evidence, such as sustained evidence (or progressive growth toward) student engagement evidenced by Student Feedback Form results,
  - 2. Formal professional development directly related to the teaching assignment (may include advanced degree or certification progress or attainment),
  - 3. Demonstrated effectiveness in activities directly related to the teaching assignment (examples include research, writing textbooks or OERs, elected or appointed roles in professional organizations directly related to the teaching assignment, and/or College committee),
  - 4. Demonstrated service related to Delta College (examples include special coordinator assignments, curriculum development, participation in student recruitment and advising activities, and committee service), and
  - 5. Demonstrated collegiality.

## **6.8 Memorandum of Appointment**

Generally, by no later than June 1 of every year of this Agreement, each Faculty member will be issued an annual contract (i.e., Memorandum of Appointment) that will reflect their employment classification and terms and conditions of employment. If the Memorandums of Appointment will not be issued by June 1, the Director of Human Resources or designee shall meet with the DCFA President to explain the reason(s).

The Memorandum of Appointment shall be signed (in electronic or paper form) by the respective Faculty member and returned (by hand or through the College email system) to the Human Resources Department within thirty (30) days after receipt.

## **6.9 Return Rights**

A Full-Time Faculty member hired to fill a College administrative position shall retain rank and tenure status, if previously earned at Delta College, should they be reassigned to a Full-Time Faculty position. Faculty may apply to any posted Full-Time Faculty position for which they meet minimum qualifications.

## **ARTICLE VII VACANCIES AND HIRING**

### **7.1 Vacancies**

“Vacancy” is defined as an opening for any full-time Faculty position. College Administration shall have sole authority to determine whether and when to create or fill a Vacancy, including determining the procedure for filling the Vacancy. Vacancies for Faculty will be posted for at least five (5) calendar days. If a current full-time Faculty member has the minimum qualifications for a position, those Faculty members who apply will be guaranteed a preliminary interview for consideration to fill that position.

The College will strive to maintain, as a minimum, 55% of total equated hours being taught by Full-time Faculty. The College retains full discretion to hire faculty who are not Full-Time Faculty.

The College will provide the DCFA President a then-current break-down of total equated hours being taught by Full-time Faculty within ten (10) days of the “Official Count Date” of each term of an academic year, provided the DCFA President requests that information in writing from HR.

### **7.2 Hiring**

- A. Hiring Qualifications. Full-time Faculty applicants must meet Higher Learning Commission minimum guidelines for education and experience, to the extent applicable to the position. The College must conduct a national search before filling any Full-time Faculty tenure-track position. If a one-year renewable Faculty position is converted to a tenure-track position, it must be the product of a national search.
- B. Hiring Procedure. The procedure for conducting Faculty searches will be as follows:
  - 1. The College will provide the Program/Discipline Coordinator an opportunity to provide input for a vacancy posting within ten (10) working days of a College request for such input.
  - 2. During and upon completion of the posting period, the Human Resources Department will perform a preliminary screening to determine if applicants have met qualification requirements and remove, from further consideration, those applicants who do not.
  - 3. The appropriate Academic Dean or designee will appoint a formal screening committee, chaired by a Faculty member in the academic discipline of the vacancy (wherever possible), that consists of at least:
    - a. One (1) Faculty member from the discipline or division where the vacancy exists,
    - b. One (1) faculty member selected from the Faculty at large, and
    - c. One (1) member from any non-student employee group.

Should the Academic Dean or designee change the make-up of this committee for any reason, the remainder of the committee shall proceed with the process.

4. The formal screening committee will review the applications (excluding those removed in Step 1, above) to determine qualified candidates to be selected for preliminary interview. The committee will notify the Human Resources Department of the candidates selected for the committee interview as well as the in-person interview. The committee and Human Resources Department representatives will then conduct interviews.
5. Upon completion of the screening and interviewing of the candidates, the screening/search committee will identify strengths and areas of development of each candidate in written communication to the Human Resources Department and the appropriate academic administrator.
6. The College President or designee shall have final hiring authority.

### **7.3 Orientation**

All newly hired Full-Time Faculty members shall attend the College's mandatory orientation program, including educational training for distance learning. Newly hired Full-Time Faculty members will be promptly notified of the dates and times of the orientation program. Up to 2 hours during an orientation session mutually agreed to by the College and the DCFA will be available for the DCFA to meet with newly hired full-time Faculty members.

## **ARTICLE VIII ASSIGNMENT AND LOAD**

### **8.1 Division/Discipline/Program Assignment**

At the time of hire, the College shall assign each Faculty member to one or more program(s) or teaching discipline(s), and to an Associate Dean who will be the Faculty member's direct supervisor. A Faculty member's initial assignment to a discipline/program will be the discipline/program for which they are hired.

### **8.2 Master Class Schedule Development**

Schedules will follow the academic/fiscal year which begins July 1 and ends June 30 (Summer, Fall, Winter, and Spring).

The President or designee sets the parameters for the master schedule to meet student and program demand, needs, location, modality, and time.

The Academic Associate Deans will work with the respective Discipline/program coordinators to design discipline/program master class schedules. Master class schedules will seek to include consideration of all academic divisions, locations, and modalities to align with College pathways for programs of study. The Academic Associate Dean will ensure consistency with the parameters set by the President. All master class schedules are subject to review by the Chief Academic Officer before being finalized.

Any modification to the master class schedules may be made by the Chief Academic Officer or designee only after notification to the Faculty member(s) directly affected by the modification. Faculty members directly affected are only those who would have their teaching assignments changed by the modification. Schedule changes may not be made on an arbitrary or capricious basis.

### **8.3 Teaching Assignment**

- A. The Academic Associate Dean or designee shall, in consultation with the appropriate discipline/program coordinator, determine reasonable teaching assignments, including teaching loads, and number of preparations for the assigned program or discipline within the guidelines provided below. Consideration will be given to the type of instruction, to the nature of the content, and to other non-instructional duties. Faculty assignments will be established to match student and program demand, needs, location, modality, and time, with Faculty expertise. Faculty preference will be considered.
- B. In addition to the considerations in Paragraph A, Faculty teaching assignments will consider the following:
  - 1. Student demand and needs, as reported by College Student Educational Services.
  - 2. Program needs.

3. Faculty qualifications and expertise.
  4. Seniority of Faculty member.
  5. Faculty interest and equity.
- C. Full-time Faculty who have developed a new course shall be entitled to teach the course for the first two (2) semesters the course is offered.
- D. The final determination of all Faculty assignments, including load and extra-contractual, will be the responsibility of the Chief Academic Officer or designee.
- E. At least one (1) week prior to the beginning of classes, the Faculty member must be assigned a firm schedule unless mutual agreement is made to waive this base load or time requirement.
- F. Multiple online sections of the same asynchronous course may be managed in a single course shell for consistent communication of content and announcements. However, interactive learning activities, such as discussion boards, should be maintained within a section's original student group.
- G. A Faculty member shall not change the modality of an assigned section without prior written approval of the Chief Academic Officer or designee.

### **8.3.1 Teaching Assignment Modifications**

- A. A Full-Time Faculty member's base load shall be assigned within the master class schedule by the final draft due date established by the Chief Academic Officer or designee. In the event that sections are added or dropped from the class schedule due to registration patterns, the College will modify the assignments of supplemental and adjunct work in an effort to make certain Full-Time Faculty meet load requirements within the fall/winter semesters unless an alternate assignment plan is mutually agreed upon. Such modifications shall not be made arbitrarily or capriciously.
- B. To accommodate enrollment trends or another emergency, an Associate Dean may offer a Full-Time Faculty member to teach a class. It is at the discretion of the Faculty member to accept this class.
- C. Any modification to the proposed teaching assignment may be made by the Chief Academic Officer or designee only after notification to the Faculty member(s) directly affected by the modification. It is expressly understood that supplemental classes may be removed from a teaching assignment at the discretion of the Chief Academic Officer or designee. Such removals shall not be done arbitrarily or capriciously.

#### **8.4 Course Loads/Distribution**

- A. The annual teaching base load shall be thirty (30), equated hours, completed in fall and winter semester, unless otherwise defined by an alternate load distribution/assignment. When a Faculty member completes thirty (30) equated hours, the Faculty member shall have fulfilled their base load contractual teaching obligation.
- B. All those who hold a Full-Time Faculty appointment shall be given priority in obtaining a full base load.
- C. Except in circumstances allowing for a reduction in force, in the event of an unforeseen reduction in load distribution, an alternative assignment plan will be developed by the Faculty member, the appropriate Associate Dean, and the appropriate Academic Dean. Course cancellations will not affect the Faculty member's annual contract salary unless the Faculty member refuses to accept an alternate assignment.
- D. Reduced Load: A Faculty member may request to teach a reduced number of hours during a contract year for a corresponding decrease in pay. Benefits will remain intact consistent with Articles XIV and XVI, respectively, unless the load falls below twenty (20) equated hours in a contract year. Any reduction in teaching load for the contract year must first be approved in writing by the Academic Associate Dean and the Academic Dean, with final approval of the Chief Academic Officer. Denials shall not be arbitrary or capricious.
- E. If a Faculty member is scheduled to teach contact hours more than the maximum necessary for base load, those hours shall be considered supplemental.

#### **8.5 Extra Contractual Assignment/Supplemental Contact Hours**

- A. Supplemental compensation will be paid consistent with Article XIV for hours in excess of thirty (30) equated hours for two or more semesters or in excess of fifteen (15) equated hours for any one (1) semester unless other arrangements have been approved.
- B. Full-time Faculty members are permitted to teach an assignment in excess of the base load (supplemental assignment) consistent with this Agreement, dependent on meeting the following conditions:
  - 1. The Faculty member received an evaluation rating of (1) "Meets or Exceeds Expectations" in teaching effectiveness and (2) "Meets or Exceeds Expectations" and/or "Partially Meets Expectations" in all remaining categories on that Faculty member's most recent performance evaluation though it is at the discretion the Associate Dean to permit Faculty to be assigned supplemental assignments for Faculty members who receive an evaluation rating of "Does Not Meet Expectations" in any category; and
  - 2. For supplemental assignments when the total load teaching assignment would exceed twenty (20) equated hours per semester, the Faculty member must first receive written permission from their Academic Dean or designee.

- C. The College will assign supplemental classes to Faculty in a manner to complement the initial load distribution. Faculty have priority for one (1) Supplemental class, beyond base load per semester, subject to the conditions in Section 8.5B. Prior to one (1) week before the start of the class, Faculty members will be given at least two (2) business days to accept or decline supplemental class assignments. If a supplemental class is cancelled, the Faculty member has priority in obtaining an alternate choice if the class is unassigned, up to 3 workdays prior to the start of the class, as per the College academic calendar.

## **8.6 Course/Section Capacity**

- A. The Curriculum Council determines and recommends the course and section capacities to the Chief Academic Officer during the regular course development or revision process. The recommendation of the Curriculum Council will be considered by the Chief Academic Officer, who makes the final decision.
- B. For Faculty teaching a newly developed online course or Faculty teaching an established online course for the first time, class size will be reduced by an additional two (2) students from the normal online offering.
- C. Special Cases: With notice to the DCFA, individual section capacities may be adjusted by the College due to factors such as but not limited to innovative teaching delivery methods, course/lab equipment availability, accreditation requirements, or dual enrollment agreements. Dual enrollment sections may only be increased by two students in such special cases under this paragraph.
- D. Enrollment. In item #1 below, capacity percentages are rounded to the nearest whole number based upon traditional rounding rules.
  - 1. The College will strive to run class sections with at least 60% of the class capacity, based upon enrollment one (1) week prior to the start of the class section. The College may, in its discretion, run class sections below these standards. Any class section that meets these standards and runs, or that the College chooses to run below these standards, will count toward full base load or supplemental as applicable.
  - 2. If a class section has four (4) or fewer students, the College encourages Faculty to teach the students using individual instruction.
  - 3. Nothing contained herein shall prevent a Faculty member from accepting additional students above class capacity as agreed upon between the Faculty member and the student(s). For both safety and courtesy to students, Faculty members will limit overloads in their course(s) to the number of chairs, the number of lab work stations, or necessary training equipment in their classes.
- E. Cross-Listed or Co-Listed Courses: For purposes of computing load, cross-listed or co-listed courses taught in combination shall be treated as one course or section and shall be

given the weight of that course or section having the greatest number of contact hours. For purposes of establishing capacity, cross-listed or co-listed courses taught in combination shall be treated as one course or section and shall be assigned a total capacity equal to the capacity of that course or section (which course is part of the combination) having the lowest capacity, as listed in the Curriculum database.

### **8.7 Definition of Contact Hour/Length of Class Session**

The Parties agree that the total number of contact hours must meet the instructional contact hours defined by the curriculum. Each semester, the parties will honor 825 minutes of instruction per contact hour. Any deviation from this standard shall be approved in advance by the Associate Dean or designee. In order to maintain full semester status, the College administration may change the definition of a contact hour if necessary to meet the minimum requirements of state laws and regulations and/or accreditors.

### **8.8 Independent Study and Individual Instruction**

Faculty members may agree to teach students an Independent Study or Individual Instruction. Independent study and Individual instruction do not count towards Faculty base load.

A Faculty member will have no more than four (4) Independent Study/Individual Instruction students in any one course section in any one semester.

If an Independent Study/Individual Instruction for a specific course exceeds four (4) students, then that course should be run as a regular course section if approved by the Associate Dean.

### **8.9 Course Delivery**

Except for Independent Study/Individual Instruction, all other course delivery regardless of modality (Face-to-face, INET, CNET, Synchronous or Asynchronous, telecourse, accelerated courses) will be treated as normal base load or supplemental.

### **8.10 Team Teaching**

Team teaching is permitted if approved by the Associate Dean or designee and Chief Academic Officer or designee. Faculty members will mutually agree how to split the contract hours, subject to the approval of the Chief Academic Officer or designee.

### **8.11 Transfers and Non-Instructional Reassignment**

- A. Any Full-time Faculty member may request a transfer to another Program/Discipline in which they meet minimum qualifications. Such requests must be made in writing to the Chief Academic Officer or designee by January 1 of the academic year preceding the requested transfer.
- B. Approval or denial of the request is in the sole discretion of the Chief Academic Officer or designee. If the request is granted, the transferred Faculty member shall retain their tenure



status, rank, and seniority. Should the request be denied, the Faculty member will be notified in writing as to the reasons for the denial.

### **8.12 Substitute Teaching**

Substitute instructors may be contracted by the College to replace Faculty who are absent due to pre-approved leave under Article XVII. Full-time Faculty may be requested to substitute. The Faculty member may decline the request. All substitute instructors must be approved by the College.

### **8.13 Instruction by Administrators**

Assignments may be offered to College full-time employees other than Faculty at the discretion of the academic office and discipline/program coordinators responsible for screening adjunct faculty applicants. Teaching assignments require the approval of the staff member's immediate supervisor and Executive Staff supervisor. Any such assignments shall not jeopardize base load requirements of any Full-time Faculty members. All divisional/discipline guidelines apply to these teaching assignments.

## **ARTICLE IX**

### **INSTRUCTION-RELATED DUTIES AND RESPONSIBILITIES**

#### **9.1 Student Office Hours**

During semesters in which a Faculty member is scheduled to teach, each Faculty member shall maintain a total of at least five (5) posted open Student Office Hours per week to be available to students. Faculty members shall hold these Student Office Hours in-person on campus or may hold them virtually online, if in proportion to the ratio of online to in-person teaching. Student Office Hours shall be spread between at least two (2) different work days each week. It is understood that such scheduling will not include open lab assignments or committee assignments. The following procedure shall apply:

- A. Each Faculty member shall submit a Student Office Hours schedule, identifying the times and days of the week that Faculty member will be available to meet with students, to the Division Associate Dean prior to the first week of each academic semester. In the event the Associate Dean disapproves the schedule, the Faculty member shall be given an opportunity to review and discuss their respective positions.
- B. For each class taught by a Faculty member, before the first day of class the Faculty member shall:
  - 1. post that Faculty member's Student Office Hours in a College-approved location;
  - 2. create or amend as necessary syllabi for each class taught by that Faculty member, include the Faculty member's Student Office Hours in that syllabus with an explanation of what Student Office Hours are, and distribute the syllabus to students in that class; and
  - 3. enter Student Office Hours and class schedule into a College-approved electronic calendar.

Each Faculty member whose Student Office Hours have been changed shall update the posting and syllabus required by this subsection within one (1) week of the Student Office Hour change. A Faculty member may submit a written request to the Faculty member's Associate Dean to delay a deadline in this paragraph, along with the rationale for the requested delay. The Faculty member's Associate Dean may approve the request if the Associate Dean finds the rationale satisfactory.

- C. For each class taught by a Faculty member, the Faculty member shall post a syllabus for that class on the LMS and submit the syllabus to the Faculty member's Division Office at least seven (7) days before the start of class. The official starting date and time for a class will be listed in the Delta College Course Schedule developed by the College.
- D. During any semester in which a Faculty member is scheduled to teach, the Faculty member shall be available to meet with students. If a Faculty member is teaching less than a full base load, a reduced amount of Student Office Hours may be approved by the Associate Dean or designee.

## **9.2 Work Hours**

Faculty members shall make themselves available (including online if permitted by the College) for any appropriate College related events or activities scheduled during normal College business hours.

### **9.2.1 Work Year**

Each Faculty member's work year shall be calculated based on 160 work days from the College Fall Learning days through the second Wednesday of May each academic year, unless appropriately excused or unless assigned to alternative load distribution or a supplemental assignment that includes other dates.

These days shall include availability for non-instructional purposes including but not limited to class preparation, student assignment grading, learning days and meetings as approved by the College.

### **9.2.2 Workday**

A Full-time Faculty member's class schedule shall not exceed an uninterrupted span of seven (7) hours in a single day without mutual agreement between the Faculty member and the College Administration.

Faculty class schedules shall observe a twelve (12) hour non-instructional period between the end of the last class of the day and the beginning of the first class of the next day for any Faculty member, unless prior written consent of the Faculty member involved is obtained.

## **9.3 Taking and Recording Attendance**

Each Faculty member shall accurately and contemporaneously record class attendance, and report attendance in the appropriate manner as determined by the College administration.

## **9.4 Grading**

- A. Each Faculty member of record shall promptly assign and record grades (including midterm grades within 5 days of an email from the Registrar to the Faculty member approximately half way through the class), and make appropriate academic progress evaluations, according to the procedure established by the College.
- B. The grading scale for all sections of any course shall be determined at the discipline level, subject to approval by the Associate Dean, and adhered to by all sections of that course.
- C. The class grading policy and scale must be explicitly published in the class syllabus.
- D. Each Faculty member shall report final course grades in a manner determined by the Registrar's Office and at a time specified by the academic calendar. Incomplete grades

shall be reported in a timely manner, consistent with College policy.

- E. Each Faculty member of record will maintain student grade records in the gradebook feature of the College-approved Learning Management System (LMS). Each Faculty member shall review (and update, if necessary) these records in a timely fashion (at least weekly) to allow individual students to see their own grade records throughout the semester(s).
- F. A Faculty member may assign an Incomplete grade if the student has not fulfilled all course requirements when final grades are assigned consistent with the College student handbook.

### **9.5 Adding Students to a Section**

Permission from the Faculty member assigned to a course section is required for a student to register after the official start of that course section.

### **9.6 Faculty-Initiated Drops**

During the initial nonattendance reporting period, a Faculty member shall drop any student who has never attended class, according to federal guidelines. A Faculty member otherwise may initiate an academic intervention to Student Educational Services (SES) for a student who has missed an excessive number of class hours or exhibits other difficulties. If it is determined that a student could benefit from remaining in a class regardless of performance to date, the Faculty member will not be expected to accept late work or do remedial instruction, consistent with the Faculty member's policies per the course syllabus, or as required by law.

### **9.7 Final Student Performance Assessment(s)**

Final student performance assessment(s) will be determined by the Faculty member as appropriate for the course and modality, consistent with College requirements.

### **9.8 Disruptive Student Behavior**

A Faculty member may require that a student exit the classroom, laboratory, or other area used for instruction for the remainder of the class period when a student engaged in persistent misconduct which unduly disrupts instruction. Faculty members who impose a one-day suspension shall promptly report the incident to the academic Associate Dean.

### **9.9 Academic Advising**

Faculty shall support academic adviser services as requested by College administration. Faculty shall not engage in clinical counseling, which is the responsibility of the College's professional counselors.

## **9.10 Non-Instructional-Related Duties and Responsibilities**

A. Commencement. Each Faculty member shall participate in the annual College-wide commencement ceremony at least 2 out of every 3 College academic years. By April 1 of each year, each Faculty member shall notify their Associate Dean whether they will attend the commencement ceremony that year.

### **B. Other Assigned Job Functions**

1. The College may support proposals for Release or Supplemental Time Projects, in the College's sole discretion. The administration cannot require any Full-time Faculty member to assume a Release or Supplemental assignment without their prior written consent via a non-contractual agreement.

#### **2. Definitions:**

- a. A "Release Time" project is one that is undertaken during the regular contractual period as part of a Faculty member's base load.
- b. A project designated as "Supplemental Time" is one that is undertaken in addition to normal teaching load. Compensation for Supplemental Time projects will be determined as follows with an opportunity for input from the DCFA President or designee:

(1) College-funded projects: Determination by the College Administration in consultation with the assigned Faculty member. Compensation is based on supplemental rates as defined in this contract.

(2) Outside source-funded projects: Determination by the College Administration as determined by the grant and the funding source in consultation with the assigned Faculty member.

3. Release/Supplemental Time Project Proposals may be submitted to and approved, within established budgetary constraints, by the College President or designee.

4. Faculty shall comply with all Release/Supplemental Time reporting requirements identified by College administration.

5. Mandatory Meetings. Mandatory meetings are meetings that all Full-time Faculty are expected to attend during the months of September through April of each academic year during normal College business hours. Faculty may be excused from any Mandatory meeting with the approval of their respective Associate Dean.

#### **a. Division Meetings**

Division meetings will be held on the first instructional Wednesday of the month from September through April of each academic year. Division meetings are

scheduled between 2:00pm – 4:00pm.

b. Discipline Meetings

Discipline meetings may be held as appropriate or during the normally scheduled Division Meeting time.

c. Learning Days

Fall Learning Days shall be three (3) days during normal business hours during the week prior to the start of the Fall semester.

Winter Learning Day shall be one (1) days during normal business hours during Winter semester.

d. Required College Training

The College may require Full-time Faculty to participate in specific College mandated training such as FERPA compliance, Title IX, Cyber Security, etc. Such training will be approved of by the DCFA President.

### **9.11 Spring/Summer Semester Responsibilities**

Faculty members shall respond within 7 days to any communications from a College Administrator or designee during the Spring and Summer months sent to the Faculty member's Delta College email. Auto-email responses do not satisfy the preceding sentence. Faculty shall respond to any phone call from a College Administrator or designee during the Spring and Summer months to the Faculty member's phone number on file with Human Resources within 24 hours.

### **9.12 Recordings**

A student is permitted to record instruction if permission is given from the Faculty member or recording is authorized by state or federal law. No Faculty shall prohibit a student from recording instruction when identified as a reasonable accommodation. Students will be directed that they are prohibited from publishing any recording of instruction. In the event this occurs, the College will work with Faculty members to enforce this standard.

### **9.13 Students with Disabilities**

If requested by a student, the College will notify appropriate Faculty members of accommodation(s) granted to a student within five (5) business days following the student's authorization for disclosure. Faculty shall comply with all reasonable accommodations recommended by the College Office of Disability Resources and known to the Faculty member. Accommodations shall not be applied retroactively unless required by law.

#### **9.14 Academic Coursework Integrity and Grade Disputes**

Student academic coursework integrity and grade disputes shall be resolved consistent with College policy. The DCFA President shall be consulted when academic coursework integrity and grade dispute policy changes are proposed.

#### **9.15 Speakers – Guest**

Faculty members may invite outside speakers, with prior written approval of the Faculty member's Associate Dean or designee, to supplement or enrich course content when it is appropriate. Unless otherwise approved in writing by the appropriate Associate Dean, the Faculty member shall remain present during the speaking engagement and the Faculty member shall not offer any form of compensation to the guest speaker.

## **ARTICLE X EVALUATIONS**

The purpose of evaluations is to provide an opportunity for self-reflection and to document performance.

Faculty evaluations will be completed at least annually for all non-tenured faculty and every third year for tenured faculty, unless the Faculty member is submitting a promotion/tenure application. All Faculty on a Performance Improvement Plan will be evaluated at least annually. The Associate Deans also have the option to perform classroom observations. For tenured faculty, the Human Resources Office will designate the rotation of faculty evaluations. Notice will be provided each January to the faculty who will be included in the upcoming evaluation cycle.

Faculty members will complete the relevant sections of the Faculty Evaluation Form of Appendix C during the applicable evaluation year and submit it to their respective Associate Dean. The Associate Dean will complete the Faculty Evaluation Form which includes narrative as well as ratings and classroom observation, unless the Faculty member is submitting a promotion/tenure application.

### **10.1 Evaluation Schedule**

- A. Each Faculty member shall be evaluated using the categories below as identified in the Faculty Evaluation Guide and Form in Appendix C. That Form will measure a Faculty member's proficiency since the last evaluation in the following areas:
  - 1. Demonstrated Teaching Effectiveness, which may include contextualized student feedback and peer observation/feedback;
  - 2. Demonstrated Professional Development;
  - 3. Demonstrated Leadership (if applicable);
  - 4. Demonstrated Service to Delta College; and
  - 5. Demonstrated Collegiality and Collaboration
- B. The evaluator will be trained on the evaluation process and instrument.
- C. Each Faculty member shall complete, sign, and date the Faculty Evaluation Form (Appendix C) and submit it to that Faculty member's Associate Dean by March 15 of each evaluation year. Faculty are encouraged to attach supporting documentation to the Form.
- D. The appropriate Associate Dean or a designated Academic Administrator, using Faculty Evaluation Form (Appendix C) will assign a rating for each area for the Faculty member. Faculty evaluations shall not be arbitrary or capricious.
- E. The Associate Dean or a designated Academic Administrator will schedule a meeting with the respective Faculty member to review the completed evaluation. The Associate Dean or a designated Academic Administrator will explain the rationale for their ratings and may attach additional documents to the Form. After discussion the Associate Dean or designated Academic Administrator will sign the Form and send it and any attachments to the Faculty member by May 1 of that same academic year.



- F. The Faculty member will acknowledge in writing receipt of the completed Form and any attachments by May 15 of the same academic year to which the Form pertains.
- G. There will be an opportunity for the Faculty member to provide additional comments to the evaluation placed in the Faculty member's personnel file located in Human Resources. The attachments shall be limited to five (5) pages on 8-1/2 by 11-inch paper.

## **10.2 Evaluations Not Subject to Arbitration**

Evaluations shall not be subject to arbitration in the grievance procedure. Evaluations may be used as evidence in a grievance matter.

## **ARTICLE XI PROFESSIONAL STANDARDS**

### **11.1 Professional and Ethical Behavior**

Faculty shall behave ethically and professionally toward all College stakeholders.

Faculty shall be responsible for maintaining current qualifications, including relevant professional, ethical, and licensing standards established by accrediting and governmental agencies.

### **11.2 Professional Conduct Toward Students**

Faculty members shall behave professionally toward students and maintain appropriate boundaries as intellectual guides and mentors. Faculty members shall make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's performance. Faculty shall maintain student information confidentially to the maximum extent required by state and federal law. Faculty are to avoid any exploitation, discrimination (including harassment), or unlawful retaliation of students and should strive to create a learning environment free of bias.

The College places a considerable amount of trust in Faculty members who bear authority and accountability as educators, mentors, and evaluators. Except for a spouse, during the time a Faculty member is responsible for academic supervision of a student, a personal relationship of a romantic nature, even if consensual, is prohibited. Faculty shall adhere to work rules and College policies concerning their interactions with students.

### **11.3 Standards for Discipline and Discharge**

Faculty shall adhere to work rules and College policies concerning professional conduct and shall not violate state or federal law prohibiting unlawful discrimination or retaliation.

- A. Non-tenured Faculty may be disciplined or discharged as follows, and such discipline or discharge may only be grieved through STEP TWO of this Agreement's grievance procedure:
  - 1. Instructors: only for reasons that are not arbitrary or capricious.
  - 2. Non-tenured Faculty other than Instructors: only for just cause.
- B. Tenured Faculty shall not be disciplined or discharged without just cause and any disciplinary action shall be proportionate to the severity of the infraction. Any Tenured Faculty (and any non-tenured Faculty other than Instructors) disciplinary action shall ordinarily be progressive. Discipline includes oral warning (there will be a written record of an oral warning to any Faculty member), written reprimand designated as such, suspension, and termination. Notwithstanding the foregoing, in cases of clear and present harm to the safety of the College or College community, or in cases of a clear violation of state or federal law, a Faculty member may be suspended or terminated without going

through the ordinary progressive discipline steps.

#### **11.4 Disciplinary Process**

- A. For allegations which may result in discipline, the College shall perform a fact-finding investigation which includes the opportunity for the Faculty member to provide information from that Faculty member's perspective.
- B. Non-Disciplinary, Paid Administrative Leave: During fact-finding investigations concerning a Faculty member, the College Administration may place that member on non-disciplinary, paid administrative leave for a reasonable period of time, to protect the integrity and objectivity of the investigation.
- C. Prior to any disciplinary action being taken, a disciplinary meeting shall be held involving the appropriate administrator and the Faculty member. The Faculty member shall be informed, in writing, of the proposed meeting date and the reason for the disciplinary action.
- D. Within five (5) workdays of the conclusion of a disciplinary meeting, the Faculty member shall be informed, in writing, of the disciplinary action, with a copy to the DCFA President. The Faculty member shall receive and sign a copy of any disciplinary action which shall only acknowledge receipt of the document.
- E. For appropriate cause, a Faculty member may be involuntarily transferred to another Program/Academic Discipline in which that Faculty member meets minimum qualifications. When a transfer is deemed necessary, the Faculty member will be notified in writing for the reasons for the involuntary transfer.
- F. If a written report of a credible complaint is to be placed in a Faculty member's file, the Faculty member shall be given the opportunity to review and sign for receipt of a copy of the material. Such signature shall indicate receipt of a copy of the material but shall not mean agreement with the content of the material. The administrator shall attach to the complaint a written explanation of all administrative action taken and administrative expectations (if any) of the Faculty member. The Faculty member may submit a written notation or reply regarding any complaint, and the same shall be attached to the file copy of the material in question. The College will notify any Faculty members of any release of their personnel file records pursuant to any lawful state or federal law request, such as a Freedom of Information Act (FOIA) request.
- G. In an emergency situation requiring removal of a Faculty member from the classroom or workstation, the DCFA President (or designee) shall be immediately notified.

#### **11.5 Non-Renewal Due to Poor Performance**

- A. *Notice of Possibility of Non-Renewal Due to Poor Performance.* If a Faculty member faces possible non-renewal due to poor performance prior to earning tenure, the appropriate

Associate Dean will notify that Faculty member and the DCFA President by 4PM the fourth Friday of the winter semester of the current appointment; except, for individuals hired after November 1 of a contract year, a first-year possible non-renewal/dismissal notice may occur up to four (4) weeks prior to the termination date of that first appointment contract.

- B. *Notice of Non-Renewal Due to Poor Performance.* If a Faculty member is non-renewed, the College President or designee will inform the Faculty member and the DCFA of the final non-renewal decision no later than the thirteenth week of the College winter semester of the current appointment; except, for individuals hired after November 1 of a contract year, a first year non-renewal/dismissal notice may occur up to two (2) weeks prior to the termination date of that first appointment contract.
- C. Notwithstanding the procedure above, a Faculty member may be terminated for misconduct at any time.
- D. A non-tenured Faculty member who receives a notice of non-renewal may elect in writing to resign.

## **11.6 Personnel File**

“Personnel files,” as defined by the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 et seq.), shall be maintained in the Human Resources Department. Each Full-time Faculty member may review the contents of their entire personnel file with reasonable notice. The Faculty member may be accompanied by a DCFA representative. Prior to any disciplinary or evaluative material being placed in an individual's personnel file, the Faculty member will be furnished a copy of said material and given the opportunity to provide a written rebuttal, which will be attached to the original material in the file.

## **11.7 Resignation and Retirement**

Faculty members may resign or retire at the completion of the academic year by submitting a written, irrevocable notice of resignation or retirement to the appropriate Associate Dean, with a copy to the Director of Human Resources.

## **11.8 Representation During Disciplinary Process/Weingarten Rights**

If a Faculty member is in any meeting with a supervisor that may result in disciplinary action, the Faculty member is entitled to DCFA representation during this meeting. Until DCFA representation arrives, a Faculty member may choose not to participate in the investigation. Reasonable time will be allowed to schedule DCFA representation but should not exceed one (1) business day; if a DCFA representative is unavailable within this timeframe then two (2) business days are allowed.

## **ARTICLE XII LAYOFF AND RECALL**

### **12.1 Layoff**

The College may layoff Faculty for program reductions or eliminations, enrollment declines, financial exigencies, or other events outside of parties' control.

If such reduction is contemplated, the College will notify the DCFA President at least five (5) working days prior to its decision to layoff Full-time Faculty. Notice to the DCFA President will include information regarding the need for reduction and a listing of the positions being considered for layoff. This notice and the information therein shall be confidential unless disclosure is legally required.

The College shall implement layoffs pursuant to the following order:

- A. Certification/Qualifications necessary for remaining positions.
- B. Instructional Effectiveness.
- C. Seniority, in the following order:
  - 1. Layoff of Full-time Tenured Faculty shall occur last;
  - 2. Months and years of service in rank;
  - 3. Date of appointment as a Full-time Faculty member at Delta College;
  - 4. In the event that there is still a tie, the Chief Academic Officer or designee will use objective criteria including but not limited to: education level achieved, certifications specific to discipline, other qualifications, other relevant work experience, and pending promotions to formulate a recommendation for Full-time Faculty reductions.

The College may consider voluntary transfers, voluntary layoffs, job sharing, reduced load (with reduced compensation and benefits), part-time work, reassignment, and retirements before acting to lay off a Faculty member.

When a Faculty member is identified for layoff, they may document their qualifications for reassignment to another discipline or division. If there is a need for Faculty in the identified discipline or division, the Faculty member will be considered for reassignment at the College's sole discretion.

The College agrees that a layoff shall never take place for arbitrary or capricious reasons.

### **12.2 Layoff Notice**

Faculty to be laid off will be notified at least sixty (60) days prior to the layoff. The DCFA President shall, on the same day that notice is issued to the affected Faculty members, be tendered a list of the Faculty members being laid off.

### **12.3 Seniority and Paid Leave**

A laid off Faculty member shall retain seniority and any paid time off, which will be reinstated upon recall.

### **12.4 Recall**

Faculty members shall remain on recall status for a period of two (2) years. Recall from layoff shall be based on the same considerations as the layoff determination. If a Faculty member on recall status provides the Office of Human Resources with a written notice of a new personal email address, new personal phone number, or a new home address, then the Office of Human Resources will send the Faculty member a written confirmation of receipt.

If the College decides to recall a Faculty member, the College will notify that Faculty member of recall by doing each of the following on the same day:

- A. Sending an email to that Faculty member's last known personal email address on file with the College and to the DCFA President's College email address,
- B. Calling the Faculty member's last known personal phone number on file with the College, and
- C. Mailing certified mail to the Faculty member's last known home address on file with the College.

If the Faculty member declines the recall offer in writing or does not notify the Office of Human Resources in writing of recall acceptance within ten (10) business days of certified mail delivery or attempted delivery, then the Faculty member shall be removed from the recall list.

## **ARTICLE XIII FACULTY STRUCTURE AND COMMITTEES**

The Parties agree that internal structures and committees are functionally beneficial in the operations of the College. These structures and committees include, but are not limited to, the following.

### **13.1 Discipline and Program Coordinators**

Coordination roles across the College vary due to overall responsibilities including, but not limited to, complexity of the area, size of the discipline, level of interaction with students, and level of interaction with external constituents. Coordinators do not supervise Faculty.

Coordinators shall serve a three (3) year term beginning July 1 of that academic year, unless otherwise mutually agreed. Coordinators may serve consecutive terms, upon mutual written consent by the Faculty member and the Associate Dean and a majority vote of confidence by the program/discipline Faculty at least 1 semester before the vacancy. The Faculty member is not obligated to complete the entire three (3) year term. A Faculty member may be removed from a Coordinator position for non-arbitrary and capricious reasons. If a vacancy exists, Faculty within the Discipline or Program will recommend a candidate to the Associate Dean for final approval. In the event a discipline does not have a Full-time Faculty member, Faculty from the Divisional-level will recommend a candidate to the Associate Dean for final approval.

Normally, individual Coordinators shall choose Supplemental or Release Contact Hours no later than one month prior to the start of each term as specified in the Faculty member's annual Memo of Appointment. See Article 6. Refer to Appendix F for Discipline and Program Coordinator Release/Supplemental time. For appointments occurring during the month prior to the start of the term through the College academic year, the Coordinator will choose supplemental or release teaching load within one week.

### **13.2 Discipline or Program Coordinator Responsibilities.**

The Coordinator will work collaboratively with discipline Faculty, depending on the assignment. Responsibilities may include:

#### **A. Course Materials and Curriculum**

1. Establish processes for selecting textbook and teaching material(s), lab procedures, course/lab personal protective equipment, updating of the course outline and or common syllabus, discipline guidelines, and specific attire, etc. where applicable.
2. Formulate recommendations to the Associate Dean prior to submission to the Curriculum Council regarding curricula or course changes within the discipline.
3. Make recommendations to assist transferability of courses to a majority of Michigan baccalaureate granting institutions, based on data validated by Institutional Research where Delta students transfer, to the extent applicable.

4. Other relevant duties assigned by the Chief Academic Officer or designee, with material changes to duties being subject to DCFA approval.
5. Course assessment
  - a. Full participation in reporting of student learning outcomes for General Education Curriculum Assessment Committee (GECAC); submission of regular reports.
  - b. Faculty engagement activities each semester to:
    - i. Establish, review, and recommend outcomes (including General Education Learning Outcomes (GELO)). Learning outcomes conversations with discipline should also include success rate data as provided by the College.
    - ii. Establishing implementation plan for assessment,
    - iii. Implementing that plan, and
    - iv. Gaining consensus on changes that will be made as a result of assessment. Such changes require approval from the Associate Dean.
  - c. Periodically review curriculum and, if necessary, modify content and sequencing to ensure effectiveness.
  - d. Establish and maintain the program of study or Guided Pathway.
  - e. Work with the College to report required statistics, including Perkins and other grants.

#### B. Enrollment, Retention, and Equity

1. Recommend to the Associate Dean course offerings to ensure program or discipline continuity in a timely manner.
2. Collaborate with Associate Dean in developing schedules.
3. Collaborate with Associate Dean to ensure that discipline or program meetings occur as needed (minimally two times per semester) to review learning outcomes and student success rates at the aggregated and disaggregated levels. These meetings should include:
  - a. an implementation plan for innovating and sharing what has been learned,
  - b. enacting a plan for improvement or new approaches to learning or programming, and
  - c. gaining consensus on changes that will be made as a result of data review and conversation. The consensus must be communicated to the Associate Dean in a fashion that is aligned with the Office of Institutional Research.
4. Participate in recruitment of students, specific to program or discipline, where appropriate.
5. Coordinate the evaluation of student experiential learning activities according to the established college process, including but not limited to portfolio assessment, military evaluations, faculty referral, and test-out exams.

#### C. Adjunct Faculty

1. Screen and recommend qualified adjuncts for hire in coordination with the Associate Deans, and in the quantity identified by the Associate Deans.
2. Support the Associate Dean by coordinating, observing, and mentoring the adjunct faculty members.



3. Assist the Associate Dean with investigating and gathering information regarding student complaints against adjuncts.

#### D. Schedule Staffing and Personnel

1. Collaborate with Associate Dean to identify faculty most qualified to teach particular courses.
2. After courses are selected for base load, work with the Associate Dean to recommend assignment of courses for Supplemental Load and adjuncts.

#### E. Programmatic Requirements

##### 1. Facilities and Partnerships

- a. Recommend supplies, services, and equipment necessary for program operation.
- b. Work with clinical, apprenticeships, and other occupational related affiliates.
- c. Share in the responsibility of reviewing clinical, apprenticeships, and other occupational related affiliation agreements annually.
- d. Participate with the program's Advisory Committee, recommend individuals to serve, prepare meeting agendas, and attend meetings.
- e. With program Faculty, Associate Dean, and other appropriate persons, prepare accreditation self-study report, coordinate on-site visits and respond (if necessary) to the report from the Accreditation agency.
- f. Where applicable, complete annual report for accreditation and communicate with the Accreditation Agency as necessary.
- g. Recommend to the Associate Dean the program's schedule of courses.
- h. Regularly evaluate and update program policies and procedures to ensure continued compliance with Accreditation Standards, Industry Standards and/or institutional policies.

##### 2. Student Success and Completion

- a. Regularly evaluate and update Student and Program Handbooks to ensure continued compliance with College and regulatory policies.
- b. Recommend, evaluate, and approve or deny course waivers for students when applicable.

##### 3. Accreditation

- a. Complete and implement an annual program assessment plan in conjunction with College and Program Accreditation standards.
- b. Maintain appropriate program files to ensure continued compliance with Accreditation Standards, Industry Standards and/or institutional policies.

##### 4. Program Assessment

- a. Full participation in reporting of student learning outcomes for SLAC; submission of regular report to SLAC in predetermined cycle.
- b. Faculty engagement activities each semester to:
  - i. Establish and review outcomes (including program learning outcomes). Learning outcomes conversations should also include success rate data as provided by the College Academic Office.
  - ii. Establishing implementation plan for assessment.

- iii. Implementing that plan.
  - iv. Gaining consensus on changes that will be made as a result of assessment. Such changes require approval from the Associate Dean.
  - c. Periodically review curriculum and, if necessary, modify content and sequencing to ensure effectiveness.
  - d. Establish and maintain the program of study or Guided Pathway.
  - e. Work with the College to report required Perkins statistics.
5. Program Review. All programs will complete program review on a regular cycle, as determined by the College. This process should be completed by the coordinator, in concert with the program faculty and Associate Dean using data provided by the College.

### **13.3 Committee Participation and Processes**

When forming College committees with Faculty representation that impact Faculty working conditions, the College will define the committee's objective and consult with the DCFA to identify suitable members. The membership of College committees provides an opportunity for significant faculty input.

The proposals or recommendations arising from any such committee may be forwarded to the College President or designee for approval and may be forwarded by the College President to the Board of Trustees for final approval if appropriate.

## **ARTICLE XIV COMPENSATION**

### **14.1 Wages**

Full-time faculty members shall be paid via direct deposit in twenty-six (26) installments on a schedule of every other Friday except when a scheduled payday falls on a holiday. In these cases, the deposit shall ordinarily be made available not later than the last day preceding the holiday.

Notwithstanding the above paragraph, in their initial year of employment a Faculty member who is newly hired for the Fall semester will not receive the full 26 pay installments. Instead, such a Faculty member will be offered two options: 1) to receive a stipend to be paid over the Fall semester for the pay periods that occurred from July 1 to their employment start date, or 2) to request to begin receiving their salary with the first pay of the fiscal year (a fiscal year is July 1 to June 30). To select the second option, the Faculty member must sign an advance pay agreement by a deadline identified by the Human Resources office wherein the Faculty agrees that if they receive compensation and subsequently do not perform the contracted work, they will promptly reimburse the College for the value of the wages and benefits paid by the College and any attorney fees incurred by the College in recouping that value. If a newly hired Faculty member fails to submit the advance pay agreement by the deadline identified by the Human Resources office, then the Faculty member shall be deemed to have selected the first option.

### **14.2 Salary Schedules**

Faculty base salaries are determined based on Appendix A. For the 2025-26 academic year, step and wage changes will be effective July 1, 2025.

### **14.3 Additional Compensation**

#### **14.3.1 Longevity**

Longevity with 20 completed years of experience at Delta College as of June 30, non-cumulative: Associate Professor is \$700 and Professor is \$1,100. Payments will be made the last pay of June each year.

#### **14.3.2 Master's Degree Equivalency for Base**

The equivalency of the Master's Degree may be used in determining the Base Salary. Equivalency will be determined according to Appendix K.

#### **14.3.3 Student Leave of Absence**

A Faculty member will receive supplemental (hourly rate) pay equivalent to that Faculty member's rank to teach remaining course (lecture/lab) hours for a student on a leave of absence and for hours for developing a reentry remediation exam to assess retention of information for that student.

#### **14.3.4 Independent Study/Honors Compensation**

Faculty will be compensated for approved Independent Study using a flat rate per instructional credit per student equal to two-thirds ( $\frac{2}{3}$ ) of in-district tuition.

Honors option(s) will be compensated at two-thirds ( $\frac{2}{3}$ ) of one (1) credit hour of in-district tuition regardless of the number of credits of the course.

#### **14.3.5 Individual Instruction**

Faculty will be compensated for approved Individual Instructions using a flat rate per instructional credit per student equal to three-fourths ( $\frac{3}{4}$ ) of in-district tuition.

#### **14.3.6 Substitute Teaching**

Substitute teaching will be paid at the supplemental rate.

### **14.4 Professional Development Allowance**

- A. Recognizing that Delta College should encourage the Faculty to develop professionally, that the professional person should be willing to make a personal financial contribution toward development, that professional development is a continuous process, the College will supplement the Faculty's investment in their professional development at a rate of \$1,150 annually.
- B. Expenditures qualifying as deductible business expenses in accordance with IRS guidelines and consistent with faculty's approved professional development plan.
  - 1. Appropriate expenditures and reimbursements, will be approved by the appropriate Associate Dean, and authorized by the Academic Office.
  - 2. Examples of expenditures to be included as part of professional development are intended to be in compliance with IRS guidelines and include:
    - a. Professional/discipline related travel.
    - b. Annual professional/discipline dues (excluding MAHE, alumni and union dues).
    - c. Coursework, conferences, seminars professional licensure/certification fees, clinic fees and expenses.
    - d. Professional development and discipline-related materials. Note: Office and classroom supplies are not considered expenditures related to professional development.
- C. Faculty PDA reimbursement requests may be made at any time during the year. Submission of reimbursement requests are strongly encouraged within 30 days of occurrence for reimbursement, except at the end of the fiscal year when all reimbursements are due by July 30 (of the following fiscal year).

- D. Faculty who have a definite and approved plan (see PDA guidelines) for direct professional development may request the use of the next year's PDA during the current year. PDA requested in advance shall not exceed the PDA approved for the current year.
- E. Up to one-hundred (100) Percent of an individual's PDA, if unused, will be carried forward to the next budget year. A PDA account will not exceed three (3) times the current year's allocation.

#### **14.5 Mileage & Travel Expenses**

Whenever it is necessary for a Full-time Faculty member to travel on pre-approved official College business (i.e. clinical site visits); or whenever a Full-time Faculty member's teaching load requires travel between the main campus and off-campus centers in the same day to fulfill the basic load requirements, the Faculty member shall be reimbursed at the current College authorized rate consistent with IRS guidelines.

#### **14.6 Discipline/Program Coordinator Compensation**

Discipline and Program Coordinators will be granted release and/or supplemental hours. The Full-time Faculty member will have the final say in designating these hours as release or supplemental. The compensation (number of release/supplemental hours) per discipline/program coordinators is outlined in Appendix F.

#### **14.7 Payment for Advanced Notice of Resignation/Retirement**

Tenure track Faculty members shall qualify for an off scheduled payment of \$2,000, less normal withholdings IF they submit a written, irrevocable notice of resignation to the President no later than April 30 of the preceding year and fulfill their remaining appointment. For bargaining unit members earning this payment, it shall be included in the faculty member's final paycheck.

#### **14.8 Paid Time Off (PTO) Bank**

As specified in Article 17, Full-time Faculty members shall receive two (2) PTO days per academic year. If both days remain unused as of June 30 each academic year, these days will be "cashed out" at the end of the academic year in the form of a \$200 off schedule payment, less normal withholdings made no later than 30 days following the end of the fiscal year.

#### **14.9 Course Enrollment Overloads Payment Computation**

- A. If student enrollment inadvertently exceeds the Curriculum Council approved course capacity level for that section, those enrolled students shall not be dropped from that section, the Faculty will be compensated, per student, in a manner equivalent to the Individual Instruction per student rate for the number of students that exceeds the capacity level for that section.

- B. If Faculty agree to add/overload additional student(s) to a specific course section and approved of by the Associate Dean, the Faculty will be compensated, per student, in a manner equivalent to the Individual Instruction per student rate for each student. Faculty may add/overload students per course section with Associate Dean approval.

#### **14.10 Supplemental/Release time for Self-Study Reports for (External) Accreditation**

Program coordinators will be compensated for completing self-study reports for external accreditors up to a maximum of three supplemental hours. The amount of compensation will be determined based on their score in the rubric in Appendix F.

#### **14.11 Salary Reduction for Reduced Load**

As specified in Article 8.4, a Faculty member may request to teach a reduced number of hours during a contract year for a corresponding decrease in pay. When this occurs salary will be reduced using the following calculation: total annual salary divided by 30, multiplied by the total equated hours for the reduced load. Example of reduced salary for teaching only 26 equated hours: \$70,000 / 30 x 26 = \$60,666.

## **ARTICLE XV DUES AND FEES**

The College will deduct DCFA dues and fees from a Faculty member's paychecks, provided that:

- A. The Faculty member signs a payroll deduction authorization form supplied by the Association and submits that form to the Department of Human Resources or designee at least ten (10) business days prior to any payroll date for which such deduction is to be made.
- B. No later than the third Friday in August of each year, the DCFA Treasurer will provide to the Department of Human Resources a list of the names of the Faculty members and the amount of dues and fees to be deducted from each paycheck.
- C. The deduction does not violate the Michigan Campaign Finance Act, the Michigan Public Employment Relations Act, or any other law.

The College will remit DCFA dues and fees withheld to the DCFA Treasurer within ten (10) business days of the paycheck deduction together with a list of the names and amount of deduction for each Faculty member.

The College will provide this service without charge to the Full-time Faculty members of the Association.

Notwithstanding anything to the contrary in this Article, the College will cease deducting DCFA dues and fees for a Faculty member if a written notice is provided by that Faculty member to the Department of Human Resources or designee requesting the deductions to cease.

The DCFA shall indemnify and hold harmless the College, its Board of Trustees, individual Board of Trustees members, employees, and agents from and against any claim arising out of or in any way related to the College's deduction of DCFA fees and dues. The obligation in the preceding sentence shall include the DCFA paying the College's attorney fees to defend against such a claim.

## **ARTICLE XVI BENEFITS**

### **16.1 Fringe Benefits**

Following the death, divorce, or legal separation of a Delta staff member, qualified beneficiaries (spouses or dependent children) will have the opportunity to continue coverage under the group health plan on a self-pay basis in accordance with COBRA laws and regulations.

A Faculty member shall report changes in family status – such as change in marital status or dependent status – to the Human Resources Department within 30 days of such change. The College may deduct from the Faculty member's regular paycheck any overpayment of premiums related to the Faculty member's failure to comply with this paragraph.

If the United States Supreme Court overturn the right to same-sex marriage, to the extent permitted by law the College will continue to offer group health plan coverage for those previously identified by law as married.

#### **16.1.1 Medical (including Hearing)**

For the remainder of this Agreement, Medical insurance coverage will be provided by the College in compliance with PA 152 of 2011 through a self-funded PPO Plan or a Health Savings Account (HSA) / High Deductible Coverage Plan. Coverage under both plans, will include the plan parameters identified in Appendix G.

Employees will be responsible for 20% of the monthly illustrative rate (premium) as required by PA 152 of 2011, in addition to deductibles and co-pays identified in the plan. Beginning 1/1/2025, rates will include the costs of autism, infertility, expanded chiropractic and massage therapy.

The monthly premiums will be withheld through payroll deduction on the first and second bi-weekly payroll date of each month. The payroll deductions for medical insurance premiums will be excluded from tax withholding and reporting for federal, state and city income taxes, as well as FICA (social security) and Medicare taxes. Such payroll deductions are allowable exclusions because they will automatically be included under the Pre-tax Premium Account of the College's Flexible Spending Plan.

There may be situations in which an employee's share of the monthly premium cannot be collected via payroll deduction. Examples of this situation would be an unpaid sick leave, long-term disability, family medical leave or an unpaid leave of absence. Tax law requires that the premium be collected via payroll deduction in order to receive pre-tax treatment. Therefore, if possible 100% of the monthly premium will be pulled from the first bi-weekly payroll of the month. If that is not an option, the employee will be invoiced on an after-tax basis.

Employees who decline health insurance are still enrolled into vision and dental insurance at no cost.



Any employee payment for a portion of their health insurance under the PPO will automatically be included when allowable in the Flexible Spending Pre-Tax Premium Account through payroll deduction unless they advise the Payroll Department otherwise in writing.

An open enrollment period shall be available each year. During the College established open enrollment period, eligible faculty shall have an opportunity to review, enroll in or make changes to their benefits.

The current medical benefit plan coverage year (January 1 – December 31) and the Affordable Care Act look-back year (approximately November 1 through October 31) shall remain in effect.

#### **16.1.2 Dental**

Faculty members and eligible dependents (19-24 with proper dependent verification) will have fully paid Dental Plan (100/80, \$1,000 maximum per person) with orthodontics (\$1,000 lifetime maximum per eligible person to age 19) age.

#### **16.1.3 Vision**

Faculty members and eligible dependents will have fully paid vision Network family coverage, exam, and glasses every 12 consecutive months as provided in the plan.

#### **16.1.4 Life**

The plan provides coverage of an employee salary rounded to the nearest \$1,000 multiplied by 2, to a maximum benefit of \$50,000. The plan also provides an accidental death (double indemnity), and dismemberment and loss of sight benefit.

#### **16.1.5 Disability**

Faculty members are provided with an income protection insurance fully paid for by the College twenty-four consecutive months after date of hire. Faculty members with less than twenty-four consecutive months, but more than ninety days of employment, may enroll in long term disability insurance on an individual paid basis through payroll deduction. This coverage will guarantee 66 2/3 of salary (to a maximum monthly indemnity of \$5,000) for a disability arising from accident or sickness. Employees will be eligible to apply for Long Term Disability benefits after a waiting period of 90 days or the end of accumulated sick leave, whichever is greater.

### **16.2 Tuition Waiver**

The Delta College Tuition Waiver Program is an employee fringe benefit program, the benefits of which are excludable from taxable income in accordance with the provisions of Internal Revenue Code (IRC) Section 117(d), Qualified Tuition Reduction. The Tuition Waiver Program provides for the waiver of Delta College tuition and registration fees for eligible students, as defined in Section II of the Tuition Waiver Program Appendix H, for completed academic classes in which

the eligible student receives a grade of D (1.0) or better. The student will also be granted a waiver for classes taken as Pass/No Credit in which the student receives a Pass grade (P).

Benefits under this program begin on the first day the faculty member begins employment. Benefits terminate when the faculty separates employment. Eligibility is outlined below:

- Faculty, their spouses and their dependent children\*
- Retired Faculty, their spouses and their dependent children\*
- Spouses (who have not remarried) and dependent children\* of a deceased faculty member who died while employed

\*Refer to Appendix H for additional details about this program.

### **16.3 Retirement Benefits**

- A. Michigan Public School Employees Retirement System (MPERS): Delta covers the basic contribution amount. Employees are also required to make a contribution. The contribution table is available on the Office of Retirement Services website (ORS).
- B. Optional Retirement Plan (ORP): Delta will contribute 12.5% into the ORP (no employee contribution). Vesting is immediate at 100%. The plan is portable if you leave Delta College.

**ARTICLE XVII**  
**LEAVES OF ABSENCE, PAID/UNPAID**

**17.1 Paid Leave**

**A. Sick Leave**

1. Regular Sick Leave. Each Faculty member will accrue 10 sick leavedays per academic year.
  - a. A Faculty member may use accrued paid sick leave for that Faculty member's injury/illness or the injury/illness of the Faculty member's immediate family (spouse, parent, child).
  - b. A Faculty member may also use up to 72 hours of accrued paid sick leave during each year for any purpose listed in the Michigan Earned Sick Time Act (ESTA). "Year" means a regular and consecutive 12-month period, as determined by the College.
  - c. A Faculty member shall not perform work for another employer while on paid sick leave.
  - d. A Faculty member who wants to use paid sick leave shall notify their Associate Dean at least 1 hour before their regularly scheduled class starting time for leave that is foreseeable and as soon as practicable for leave that is not foreseeable. The Faculty member shall promptly notify students of absences when requested by their Associate Dean.
  - e. Paid sick leave shall be used in one half or whole day increments to the extent permitted by law.
  - f. Paid sick leave shall not be accrued after a Faculty member has been absent on paid sick leave more than 30 consecutive calendar days. Paid sick leave may be accumulated up to a total of 160 days to the extent permitted by law.
  - g. A Faculty member upon returning to work after more than 3 consecutive days of paid sick leave, or release from a hospital, must submit a doctor's statement to the Human Resources Office indicating the Faculty member's full release to return to work or specific restrictions under which employment could be resumed.
  - h. Faculty who are on paid sick leave for more than 3 consecutive days of paid sick leave must be released to their regular appointment before returning to supplemental teaching. Faculty who are on paid sick leave will not receive supplemental pay until they have been released to their regular appointment. Stipends will be prorated and courses reassigned.
  - i. A Faculty member who uses paid sick time for reasons other than those listed in Section A(1)(a) and (b) above is subject to discipline, up to and including discharge.
  - j. When returning to work after more than 3 consecutive days, Human Resources or designee may request reasonable documentation that paid sick time has been used for a purpose listed in Section A(1)(a) or (b) above. A Faculty member shall return the requested documentation to Human Resources or designee no more than 15 days after the request.
2. Extended Sick Leave. A Faculty member who is not eligible for long-term disability

and who has exhausted their paid sick leave accrual and any applicable FMLA leave may be placed on extended sick leave without pay through the end of their contractual period. If the Faculty member does not return to work on or before the first workday that immediately follows that contractual period, the Faculty member's employment may be terminated.

- a. A Faculty member may use extended sick leave only for that Faculty member's injury/illness.
- b. A Faculty member shall not perform work for another employer while on extended sick leave.
- c. Paid sick leave shall not be accrued during extended sick leave.
- d. A Faculty member upon returning to work from extended sick leave must submit a doctor's statement to the Human Resources Office indicating the Faculty member's full release to return to work or specific restrictions under which employment could be resumed.
- e. Faculty who are on extended sick leave must be released to their regular appointment before returning to supplemental teaching.
- f. A Faculty member who misuses extended sick time for reasons other than the Faculty member's injury/illness is subject to discipline, up to and including discharge.
- g. Human Resources or designee may request medical documentation for a Faculty member's injury/illness.
- h. The Faculty member will be considered an employee of the College while on extended sick leave and may continue benefits on a self-pay basis for the total monthly premium, including health, vision, and dental insurance benefits to the extent offered to Faculty and permitted by the applicable benefit plan provider.

**B. Sick Leave Bank.** Faculty may use the College's Faculty Sick Leave Pool Program in accordance with the terms of that program. The College has full discretion to modify the terms of that program.

**C. Paid Time Off (PTO).** Full-time Faculty members shall receive two (2) PTO days per academic year that may be used for personal business or emergency reasons, which may only be used during that academic year.

PTO days shall not be used during the first or last week of a semester or on days immediately preceding or following a College holiday. To allow for events planned prior to Delta College employment, the preceding sentence shall not apply to a newly hired Faculty member if (1) the Faculty member informed the applicable Associate Dean of specific commitments and the date(s) of those commitments at least 14 calendar days after receiving an employment offer from the College, and (2) the Associate Dean approves PTO use for those commitment dates.

A Faculty member must receive approval in writing from the applicable Associate Dean at least 24 hours before the leave, unless the Faculty member and Associate Dean agree the leave is necessary because of an emergency. PTO days shall not accrue beyond the academic year of issuance.

#### **D. Sabbatical Leave.**

1. A Faculty member may apply for sabbatical leave, which can be used for study, research, or other creative activity.
2. Sabbatical Leaves and Grants Committee
  - a. A Sabbatical Leaves and Grants Committee will evaluate sabbatical leave proposals. This committee will be composed of 5 Faculty members, each from a different division, elected by the Faculty. Each Faculty member will serve a term of three (3) years.
  - b. The Sabbatical Leaves and Grants Committee will review, analyze, and make recommendations for all sabbatical leaves to the College President, who shall have the discretion to grant sabbatical leave and to decide the terms upon which sabbatical leave is granted. Applicable forms will be accessible via ETRIEVE or successor College software.
3. Eligibility and Leave Period
  - a. A sabbatical leave may be granted to the same person only once within every 6-year period.
  - b. Sabbatical leaves can only be granted to Faculty who have been employed at Delta College for at least 6 years.
  - c. The typical leave is one semester. The leave will not be longer than 1 year and must be taken from July 1 through June 30.
4. Criteria for Evaluating Sabbatical Leave Applications:
  - a. The proposed plan or design;
  - b. Evidence of prior commitment to the proposal;
  - c. Evidence that leave will be reciprocally advantageous to the applicant and the College;
  - d. An evaluation of the recommendation statements which accompany the application;
  - e. Written approval from: (1) the appropriate Associate Dean, (2) the appropriate Academic Dean or designee, and (3) the Vice-President of Instruction and Learning Services or designee. The applicant shall have a proven record in their essential job functions related to scholarship, professional development, program development, College service, community service, and/or similar activity;
  - f. Confirmation of any prior sabbatical leaves, including the name, date, and written report/communication of the results; and
  - g. Alignment with College's mission, vision, and values.
5. Responsibility of Sabbatical Leave Recipient
  - a. Within 90 days after returning from sabbatical leave, the Faculty member shall submit a concise written report to the College President, explaining progress on the sabbatical project. This report will become a part of the recipient's permanent Human Resources file and will be made available to the College community upon request. The College President or designee may require the Faculty member to make a presentation on the sabbatical project.
  - b. Failure to submit and present (if required) an appropriate report shall impact the approval of any future requests, and may result in discipline and in an obligation to repay a portion of the sabbatical award received from the College.
6. Financial Reimbursement to Sabbatical Leave Recipient

- a. A Faculty member on sabbatical for one-semester or less will be awarded full contracted compensation for that period. A Faculty member on sabbatical for over one-semester will be awarded 50% of the Faculty member's annual salary.
- b. A Faculty member shall immediately notify the College in writing of any other salaries, grants, or fellowships received during the period of the sabbatical leave. Those fund amounts will be deducted from the amount a Faculty member is due under subsection (a) immediately above.
- c. Faculty benefits will be continued while on sabbatical leave to the extent allowed by law.
- d. The sabbatical period will be counted as time required toward advancement in Faculty rank.

**E. Bereavement Leave.** A Faculty member may take paid bereavement leave with the prior written approval of the Faculty member's Associate Dean as follows:

1. Death in the Faculty member's immediate family (normally up to 5 leave days). Immediate family is the Faculty member's spouse, father, mother, brother, sister, child, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.
2. Death of a relative living in the Faculty member's household (normally up to 3 days leave).
3. Death of a person not in the Faculty member's immediate family (normally up to 1 day).

The length of every bereavement leave shall be determined by the Faculty member's Associate Dean.

#### **F. Jury Duty Leave**

If a Faculty member is summoned as a juror or subpoenaed as a witness in any judicial proceeding, the Faculty member shall suffer no loss of pay from the College for a necessary absence from their employment but shall endorse to the College any warrant or voucher issued for the service as a juror or witness.

#### **G. Conference Attendance During Professional Development**

Prior approval by the Faculty member's Associate Dean is required for a conference that is part of the Faculty member's professional development. Failure to obtain prior written approval may disqualify the Faculty member from reimbursement for expenses related to conference attendance.

### **17.2 Unpaid Leave**

**A. Military Leave.** A military leave of absence will be granted consistent with state and federal law.

**B. FMLA.** Faculty FMLA leave shall be governed by the FMLA and the College's FMLA policy, which appears in the Delta College Procedures Manual. Eligible employees will be entitled to FMLA leave based on a "rolling forward" leave year, unless another leave year is required by law. FMLA leave shall run concurrently with other leave to which a Faculty member may be eligible.

**C. Leave of Absence.** The College may in its discretion grant an unpaid leave of absence to a Faculty member up to 6 months, which shall be concurrent with other leaves conferred in this Agreement and by law. The Faculty member will be considered an employee of the College while on leave of absence and may continue benefits on a self-pay basis for the total monthly premium, including health, vision, and dental insurance benefits to the extent offered to Faculty and permitted by the applicable benefit plan provider.

1. To request a leave of absence, a Faculty member shall send a written request for a leave of absence to their Associate Dean and the Director of Human Resources. Absent an emergency, the request shall be made at least 90 days prior to the requested start of leave.
2. The Associate Dean and Director of Human Resources will approve or deny the leave in their full discretion, consistent with state and federal law.
3. The applicant will be notified in writing as to the decision of the Associate Dean and Director of Human Resources and any applicable leave conditions.

A Faculty member on a leave of absence will communicate, in writing, to the Human Resources Office and their Associate Dean their intention to return to the College at least 30 days prior to the expiration of the leave or to the commencement of their anticipated next contractual obligation at the College, whichever is later. A Faculty member who does not comply with these notice provisions may be discharged on the final date of the leave.

## **ARTICLE XVIII ACADEMIC CALENDAR**

### **18.1 The Academic Calendar**

The Academic Calendar is part of the College Calendar. The Annual Academic Calendar includes dates for the work year, as indicated in Article 9.2.1. It also includes semester-specific dates, and is the guiding document for faculty and students. The College Calendar includes the Academic Calendar and also incorporates additional dates relevant for other employees and for students.

#### **18.1.1 The annual Academic Calendar includes dates for:**

- A. Instructional Days.
- B. Non-instructional work (duty) days.
- C. College Holidays.
- D. Days when classes are not held, but the College is open.
- E. Dates and events, including but not limited to Learning Days, Division meetings, college-wide meetings, and Commencement.
- F. Dates relevant to the Faculty work days (duty days) calendar, including but not limited to: professional development activities, college-wide committee meetings when possible.
- G. Dates relevant to instruction, including but not limited to: due dates for grades and other student reports, deadlines for student withdrawal from a class, deadlines for student offset (changing section without tuition penalty).
- H. Any additions to the Academic Calendar must be mutually agreed upon by both parties.

Current and future calendars recommended by the Academic Calendar Committee, and approved by the Board of Trustees, are included in Appendix E. Administration may require Faculty to attend and complete activities, training, or events not included in the Academic Calendar, consistent with Article IX.

### **18.2 Academic Calendar Committee and the Development of the Annual Academic Calendar**

The Academic Calendar Committee shall provide input and feedback on all matters pertaining to the Annual Academic Calendar, and shall themselves receive input from the Council on Innovation, Belonging, and Equity shared governance structure.

- A. The Academic Calendar Committee shall consist of representatives from academic and student services administration, and five (5) Faculty members, one from each division, with Faculty members serving three-year terms. The College President shall appoint the representatives from Administration, and the DCFA shall appoint the Faculty members by November 1 of each year. The College President will select an Academic Calendar Committee chair and notify the DCFA President of the selection by November 1 of each year.



- B. The recommendations from the Academic Calendar Committee are submitted to the College President and DCFA for their approvals no later than February 15 of the following year. The College President will take the recommendation to the Board of Trustees for approval no later than March.
- C. The College and the DCFA will ensure that the recommended calendar will be for two (2) academic years beyond the current academic year. The Academic Calendar Committee will meet at least twice a year to fully develop recommendations for the Annual Academic Calendar for two (2) academic years beyond the current year.

## **ARTICLE XIX MISCELLANEOUS PROVISIONS**

### **19.1 Conformity to Law**

This Agreement is subject in all respects to the laws of the State of Michigan. In the event that any provision or application of this Agreement shall at any time be held contrary to law, then such provision or application shall be deemed void and inoperative. All other provisions or applications shall continue in full force and effect.

### **19.2 Whole Contract**

This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, or added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. This Agreement supersedes and cancels all previous written agreements between the parties.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. That said, matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

### **19.3 Copies of Agreement**

This Agreement shall be posted on the College's website by the College within sixty (60) days after the Agreement is ratified by both parties.

### **19.4 Emergency Manager**


Per Article II and this provision of this Agreement, the Parties are in compliance with the Local Financial Stability and Choice Act, 2012 Public Act 436 regarding appointment of an emergency manager, and PERA regarding inclusion of a provision regarding duties of an emergency manager (i.e. to reject, modify, or terminate this Agreement).

**ARTICLE XX**  
**DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by both parties, and shall expire on June 30, 2028.

For the DCFA:

For the College:

Signature:   
Laura Dull (Sep 16, 2025 16:58:01 EDT)

Signature:   
Michael Gavin (Sep 16, 2025 19:28:36 EDT)

Printed Name: Laura Dull

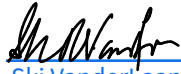
Printed Name: Dr. Michael Gavin

Position: DCFA Chief Negotiator

Position: College President

Date: 09/16/2025

Date: \_\_\_\_\_

Signature:   
Ski VanderLaan (Sep 16, 2025 17:16:05 EDT)

Signature:   
Stacey L Gannon (Sep 16, 2025 19:44:32 EDT)

Printed Name: Ski VanderLaan

Printed Name: Stacey Gannon

Position: DCFA President

Position: Board Chair

Date: 09/16/2025

Date: \_\_\_\_\_

## **APPENDIX A SALARY SCHEDULE**

In each salary schedule below, the first row represents degree attainment by the Faculty member, with the + number representing credits earned since achievement of the respective degree (e.g., MA+15 means the Faculty member earned a Master's degree and earned 15 college credits after achieving the Master's degree). A Faculty member shall not move columns within a salary schedule during an academic year. Initial column placement for an academic year will depend on degree and course attainment achieved during the previous academic year. A Faculty member shall only be granted credit for additional college credits in sets of 15 college credits.

For a Faculty member hired after 9/1/25, the first column represents years of teaching and/or equated work-related experience (4 years max for new hires). Depending on market conditions or availability of candidates in specific disciplines, the Administration may make an exception and consider up to a maximum of 7 years of other teaching experience and/or equated work-related experience.

A Faculty member hired before 9/1/25 will be assigned placement in the first column for the 2025-26 College academic year based on current compensation to facilitate transition to the new salary schedule system reflected in this Agreement.

Percentages to base do not apply to Step 20 during the 2025-26 and 2026-27 College academic years.

## 2025-2026 Salary Schedule

Instructor	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
0	51,321	52,761	59,430	60,870	62,310	63,750	65,190	67,965
1	52,621	54,061	60,730	62,170	63,610	65,050	66,490	69,265
2	53,921	55,361	62,030	63,470	64,910	66,350	67,790	70,565
3	55,221	56,661	63,330	64,770	66,210	67,650	69,090	71,865
4	56,521	57,961	64,630	66,070	67,510	68,950	70,390	73,165
5	57,821	59,261	65,930	67,370	68,810	70,250	71,690	74,465
6	59,121	60,561	67,230	68,670	70,110	71,550	72,990	75,765
7	60,421	61,861	68,530	69,970	71,410	72,850	74,290	77,065
8	61,721	63,161	69,830	71,270	72,710	74,150	75,590	78,365
9	63,021	64,461	71,130	72,570	74,010	75,450	76,890	79,665
10	64,321	65,761	72,430	73,870	75,310	76,750	78,190	80,965
11	65,621	67,061	73,730	75,170	76,610	78,050	79,490	82,265
12	66,921	68,361	75,030	76,470	77,910	79,350	80,790	83,565
13	68,221	69,661	76,330	77,770	79,210	80,650	82,090	84,865
14	69,521	70,961	77,630	79,070	80,510	81,950	83,390	86,165
15	70,821	72,261	78,930	80,370	81,810	83,250	84,690	87,465
16	72,121	73,561	80,230	81,670	83,110	84,550	85,990	88,765
17	73,421	74,861	81,530	82,970	84,410	85,850	87,290	90,065
18	74,721	76,161	82,830	84,270	85,710	87,150	88,590	91,365
19	76,021	77,461	84,130	85,570	87,010	88,450	89,890	92,665
20	77,571	79,011	85,680	87,120	88,560	90,000	91,440	94,215

Asst. Prof	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
0	53,619	55,059	63,495	64,935	66,375	67,815	69,255	72,030
1	54,919	56,359	64,795	66,235	67,675	69,115	70,555	73,330
2	56,219	57,659	66,095	67,535	68,975	70,415	71,855	74,630
3	57,519	58,959	67,395	68,835	70,275	71,715	73,155	75,930
4	58,819	60,259	68,695	70,135	71,575	73,015	74,455	77,230
5	60,119	61,559	69,995	71,435	72,875	74,315	75,755	78,530
6	61,419	62,859	71,295	72,735	74,175	75,615	77,055	79,830
7	62,719	64,159	72,595	74,035	75,475	76,915	78,355	81,130
8	64,019	65,459	73,895	75,335	76,775	78,215	79,655	82,430
9	65,319	66,759	75,195	76,635	78,075	79,515	80,955	83,730
10	66,619	68,059	76,495	77,935	79,375	80,815	82,255	85,030
11	67,919	69,359	77,795	79,235	80,675	82,115	83,555	86,330
12	69,219	70,659	79,095	80,535	81,975	83,415	84,855	87,630
13	70,519	71,959	80,395	81,835	83,275	84,715	86,155	88,930
14	71,819	73,259	81,695	83,135	84,575	86,015	87,455	90,230
15	73,119	74,559	82,995	84,435	85,875	87,315	88,755	91,530
16	74,419	75,859	84,295	85,735	87,175	88,615	90,055	92,830
17	75,719	77,159	85,595	87,035	88,475	89,915	91,355	94,130
18	77,019	78,459	86,895	88,335	89,775	91,215	92,655	95,430
19	78,319	79,759	88,195	89,635	91,075	92,515	93,955	96,730
20	80,666	82,106	90,542	91,982	93,422	94,862	96,302	99,077

<b>Assoc Prof</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>Ph.D</b>
<b>0</b>	67,065	68,505	69,945	71,385	72,825	75,600
<b>1</b>	68,365	69,805	71,245	72,685	74,125	76,900
<b>2</b>	69,665	71,105	72,545	73,985	75,425	78,200
<b>3</b>	70,965	72,405	73,845	75,285	76,725	79,500
<b>4</b>	72,265	73,705	75,145	76,585	78,025	80,800
<b>5</b>	73,565	75,005	76,445	77,885	79,325	82,100
<b>6</b>	74,865	76,305	77,745	79,185	80,625	83,400
<b>7</b>	76,165	77,605	79,045	80,485	81,925	84,700
<b>8</b>	77,465	78,905	80,345	81,785	83,225	86,000
<b>9</b>	78,765	80,205	81,645	83,085	84,525	87,300
<b>10</b>	80,065	81,505	82,945	84,385	85,825	88,600
<b>11</b>	81,365	82,805	84,245	85,685	87,125	89,900
<b>12</b>	82,665	84,105	85,545	86,985	88,425	91,200
<b>13</b>	83,965	85,405	86,845	88,285	89,725	92,500
<b>14</b>	85,265	86,705	88,145	89,585	91,025	93,800
<b>15</b>	86,565	88,005	89,445	90,885	92,325	95,100
<b>16</b>	87,865	89,305	90,745	92,185	93,625	96,400
<b>17</b>	89,165	90,605	92,045	93,485	94,925	97,700
<b>18</b>	90,465	91,905	93,345	94,785	96,225	99,000
<b>19</b>	91,765	93,205	94,645	96,085	97,525	100,300
<b>20</b>	94,699	96,139	97,579	99,019	100,459	103,234

<b>Professor</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>Ph.D</b>
<b>0</b>	73,185	74,625	76,065	77,505	78,945	81,720
<b>1</b>	74,485	75,925	77,365	78,805	80,245	83,020
<b>2</b>	75,785	77,225	78,665	80,105	81,545	84,320
<b>3</b>	77,085	78,525	79,965	81,405	82,845	85,620
<b>4</b>	78,385	79,825	81,265	82,705	84,145	86,920
<b>5</b>	79,685	81,125	82,565	84,005	85,445	88,220
<b>6</b>	80,985	82,425	83,865	85,305	86,745	89,520
<b>7</b>	82,285	83,725	85,165	86,605	88,045	90,820
<b>8</b>	83,585	85,025	86,465	87,905	89,345	92,120
<b>9</b>	84,885	86,325	87,765	89,205	90,645	93,420
<b>10</b>	86,185	87,625	89,065	90,505	91,945	94,720
<b>11</b>	87,485	88,925	90,365	91,805	93,245	96,020
<b>12</b>	88,785	90,225	91,665	93,105	94,545	97,320
<b>13</b>	90,085	91,525	92,965	94,405	95,845	98,620
<b>14</b>	91,385	92,825	94,265	95,705	97,145	99,920
<b>15</b>	92,685	94,125	95,565	97,005	98,445	101,220
<b>16</b>	93,985	95,425	96,865	98,305	99,745	102,520
<b>17</b>	95,285	96,725	98,165	99,605	101,045	103,820
<b>18</b>	96,585	98,025	99,465	100,905	102,345	105,120
<b>19</b>	97,885	99,325	100,765	102,205	103,645	106,420
<b>20</b>	102,686	104,126	105,566	107,006	108,446	111,221

For the 2025-26 College academic year, for a Faculty member on Step 20 the Faculty member's base salary will be the Step 20 amount plus \$1,829.63 (this is based on 2.5% of the MA Step 0). The "plus" portion of base salary will be paid as a lump sum in December.

**2026-2027 Salary Schedule** (includes 3% increase to base salary based on Step 0 when compared to previous academic year's salary schedule)

Each Faculty member will advance 1 step from their current step in the previous academic year's salary schedule.

Instructor	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
0	52,861	54,301	61,213	62,653	64,093	65,533	66,973	69,748
1	54,161	55,601	62,513	63,953	65,393	66,833	68,273	71,048
2	55,461	56,901	63,813	65,253	66,693	68,133	69,573	72,348
3	56,761	58,201	65,113	66,553	67,993	69,433	70,873	73,648
4	58,061	59,501	66,413	67,853	69,293	70,733	72,173	74,948
5	59,361	60,801	67,713	69,153	70,593	72,033	73,473	76,248
6	60,661	62,101	69,013	70,453	71,893	73,333	74,773	77,548
7	61,961	63,401	70,313	71,753	73,193	74,633	76,073	78,848
8	63,261	64,701	71,613	73,053	74,493	75,933	77,373	80,148
9	64,561	66,001	72,913	74,353	75,793	77,233	78,673	81,448
10	65,861	67,301	74,213	75,653	77,093	78,533	79,973	82,748
11	67,161	68,601	75,513	76,953	78,393	79,833	81,273	84,048
12	68,461	69,901	76,813	78,253	79,693	81,133	82,573	85,348
13	69,761	71,201	78,113	79,553	80,993	82,433	83,873	86,648
14	71,061	72,501	79,413	80,853	82,293	83,733	85,173	87,948
15	72,361	73,801	80,713	82,153	83,593	85,033	86,473	89,248
16	73,661	75,101	82,013	83,453	84,893	86,333	87,773	90,548
17	74,961	76,401	83,313	84,753	86,193	87,633	89,073	91,848
18	76,261	77,701	84,613	86,053	87,493	88,933	90,373	93,148
19	77,561	79,001	85,913	87,353	88,793	90,233	91,673	94,448
20	77,571	79,011	85,680	87,120	90,343	91,783	93,223	94,215

Asst Prof	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
0	55,228	56,668	65,400	66,840	68,280	69,720	71,160	73,935
1	56,528	57,968	66,700	68,140	69,580	71,020	72,460	75,235
2	57,828	59,268	68,000	69,440	70,880	72,320	73,760	76,535
3	59,128	60,568	69,300	70,740	72,180	73,620	75,060	77,835
4	60,428	61,868	70,600	72,040	73,480	74,920	76,360	79,135
5	61,728	63,168	71,900	73,340	74,780	76,220	77,660	80,435
6	63,028	64,468	73,200	74,640	76,080	77,520	78,960	81,735
7	64,328	65,768	74,500	75,940	77,380	78,820	80,260	83,035
8	65,628	67,068	75,800	77,240	78,680	80,120	81,560	84,335
9	66,928	68,368	77,100	78,540	79,980	81,420	82,860	85,635
10	68,228	69,668	78,400	79,840	81,280	82,720	84,160	86,935
11	69,528	70,968	79,700	81,140	82,580	84,020	85,460	88,235
12	70,828	72,268	81,000	82,440	83,880	85,320	86,760	89,535
13	72,128	73,568	82,300	83,740	85,180	86,620	88,060	90,835
14	73,428	74,868	83,600	85,040	86,480	87,920	89,360	92,135
15	74,728	76,168	84,900	86,340	87,780	89,220	90,660	93,435
16	76,028	77,468	86,200	87,640	89,080	90,520	91,960	94,735
17	77,328	78,768	87,500	88,940	90,380	91,820	93,260	96,035
18	78,628	80,068	88,800	90,240	91,680	93,120	94,560	97,335
19	79,928	81,368	90,100	91,540	92,980	94,420	95,860	98,635
20	80666	82106	90,542	91,982	93,422	94,862	96,302	99,077

Assoc Prof	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
0	69,077	70,517	71,957	73,397	74,837	77,612
1	70,377	71,817	73,257	74,697	76,137	78,912
2	71,677	73,117	74,557	75,997	77,437	80,212
3	72,977	74,417	75,857	77,297	78,737	81,512
4	74,277	75,717	77,157	78,597	80,037	82,812
5	75,577	77,017	78,457	79,897	81,337	84,112
6	76,877	78,317	79,757	81,197	82,637	85,412
7	78,177	79,617	81,057	82,497	83,937	86,712
8	79,477	80,917	82,357	83,797	85,237	88,012
9	80,777	82,217	83,657	85,097	86,537	89,312
10	82,077	83,517	84,957	86,397	87,837	90,612
11	83,377	84,817	86,257	87,697	89,137	91,912
12	84,677	86,117	87,557	88,997	90,437	93,212
13	85,977	87,417	88,857	90,297	91,737	94,512
14	87,277	88,717	90,157	91,597	93,037	95,812
15	88,577	90,017	91,457	92,897	94,337	97,112
16	89,877	91,317	92,757	94,197	95,637	98,412
17	91,177	92,617	94,057	95,497	96,937	99,712
18	92,477	93,917	95,357	96,797	98,237	101,012
19	93,777	95,217	96,657	98,097	99,537	102,312
20	94,699	96,139	97,579	99,019	100,459	103,234

Professor	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
0	75,381	76,821	78,261	79,701	81,141	83,916
1	76,681	78,121	79,561	81,001	82,441	85,216
2	77,981	79,421	80,861	82,301	83,741	86,516
3	79,281	80,721	82,161	83,601	85,041	87,816
4	80,581	82,021	83,461	84,901	86,341	89,116
5	81,881	83,321	84,761	86,201	87,641	90,416
6	83,181	84,621	86,061	87,501	88,941	91,716
7	84,481	85,921	87,361	88,801	90,241	93,016
8	85,781	87,221	88,661	90,101	91,541	94,316
9	87,081	88,521	89,961	91,401	92,841	95,616
10	88,381	89,821	91,261	92,701	94,141	96,916
11	89,681	91,121	92,561	94,001	95,441	98,216
12	90,981	92,421	93,861	95,301	96,741	99,516
13	92,281	93,721	95,161	96,601	98,041	100,816
14	93,581	95,021	96,461	97,901	99,341	102,116
15	94,881	96,321	97,761	99,201	100,641	103,416
16	96,181	97,621	99,061	100,501	101,941	104,716
17	97,481	98,921	100,361	101,801	103,241	106,016
18	98,781	100,221	101,661	103,101	104,541	107,316
19	100,081	101,521	102,961	104,401	105,841	108,616
20	102,686	104,126	105,566	107,006	108,446	111,221

For the 2026-27 College academic year, for a Faculty member on Step 20 the Faculty member's base salary will be the Step 20 amount plus \$1,884.51 (this is based on 2.5% of the MA Step 0). The "plus" portion of base salary will be paid as a lump sum in December.



**2027-2028 Salary Schedule** (includes 2.5% increase to base salary based on Step 0 when compared to previous academic year's salary schedule)

Each Faculty member will advance 1 step from their current step in the previous academic year's salary schedule.

Instructor	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Ph.D	
0	54,182	55,622	62,743	64,183	65,623	67,063	68,503	71,278	
1	55,482	56,922	64,043	65,483	66,923	68,363	69,803	72,578	
2	56,782	58,222	65,343	66,783	68,223	69,663	71,103	73,878	
3	58,082	59,522	66,643	68,083	69,523	70,963	72,403	75,178	
4	59,382	60,822	67,943	69,383	70,823	72,263	73,703	76,478	
5	60,682	62,122	69,243	70,683	72,123	73,563	75,003	77,778	
6	61,982	63,422	70,543	71,983	73,423	74,863	76,303	79,078	
7	63,282	64,722	71,843	73,283	74,723	76,163	77,603	80,378	
8	64,582	66,022	73,143	74,583	76,023	77,463	78,903	81,678	
9	65,882	67,322	74,443	75,883	77,323	78,763	80,203	82,978	
10	67,182	68,622	75,743	77,183	78,623	80,063	81,503	84,278	
11	68,482	69,922	77,043	78,483	79,923	81,363	82,803	85,578	
12	69,782	71,222	78,343	79,783	81,223	82,663	84,103	86,878	
13	71,082	72,522	79,643	81,083	82,523	83,963	85,403	88,178	
14	72,382	73,822	80,943	82,383	83,823	85,263	86,703	89,478	
15	73,682	75,122	82,243	83,683	85,123	86,563	88,003	90,778	
16	74,982	76,422	83,543	84,983	86,423	87,863	89,303	92,078	
17	76,282	77,722	84,843	86,283	87,723	89,163	90,603	93,378	
18	77,582	79,022	86,143	87,583	89,023	90,463	91,903	94,678	
19	78,882	80,322	87,443	88,883	90,323	91,763	93,203	95,978	
20	80,182	81,622	88,743	90,183	91,623	93,063	94,503	97,278	

Asst Prof	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Ph.D	
0	56,608	58,048	67,035	68,475	69,915	71,355	72,795	75,570	
1	57,908	59,348	68,335	69,775	71,215	72,655	74,095	76,870	
2	59,208	60,648	69,635	71,075	72,515	73,955	75,395	78,170	
3	60,508	61,948	70,935	72,375	73,815	75,255	76,695	79,470	
4	61,808	63,248	72,235	73,675	75,115	76,555	77,995	80,770	
5	63,108	64,548	73,535	74,975	76,415	77,855	79,295	82,070	
6	64,408	65,848	74,835	76,275	77,715	79,155	80,595	83,370	
7	65,708	67,148	76,135	77,575	79,015	80,455	81,895	84,670	
8	67,008	68,448	77,435	78,875	80,315	81,755	83,195	85,970	
9	68,308	69,748	78,735	80,175	81,615	83,055	84,495	87,270	
10	69,608	71,048	80,035	81,475	82,915	84,355	85,795	88,570	
11	70,908	72,348	81,335	82,775	84,215	85,655	87,095	89,870	
12	72,208	73,648	82,635	84,075	85,515	86,955	88,395	91,170	
13	73,508	74,948	83,935	85,375	86,815	88,255	89,695	92,470	
14	74,808	76,248	85,235	86,675	88,115	89,555	90,995	93,770	
15	76,108	77,548	86,535	87,975	89,415	90,855	92,295	95,070	
16	77,408	78,848	87,835	89,275	90,715	92,155	93,595	96,370	
17	78,708	80,148	89,135	90,575	92,015	93,455	94,895	97,670	
18	80,008	81,448	90,435	91,875	93,315	94,755	96,195	98,970	
19	81,308	82,748	91,735	93,175	94,615	96,055	97,495	100,270	
20	82,608	84,048	93,035	94,475	95,915	97,355	98,795	101,570	

Assoc Prof	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
0	70,804	72,244	73,684	75,124	76,564	79,339
1	72,104	73,544	74,984	76,424	77,864	80,639
2	73,404	74,844	76,284	77,724	79,164	81,939
3	74,704	76,144	77,584	79,024	80,464	83,239
4	76,004	77,444	78,884	80,324	81,764	84,539
5	77,304	78,744	80,184	81,624	83,064	85,839
6	78,604	80,044	81,484	82,924	84,364	87,139
7	79,904	81,344	82,784	84,224	85,664	88,439
8	81,204	82,644	84,084	85,524	86,964	89,739
9	82,504	83,944	85,384	86,824	88,264	91,039
10	83,804	85,244	86,684	88,124	89,564	92,339
11	85,104	86,544	87,984	89,424	90,864	93,639
12	86,404	87,844	89,284	90,724	92,164	94,939
13	87,704	89,144	90,584	92,024	93,464	96,239
14	89,004	90,444	91,884	93,324	94,764	97,539
15	90,304	91,744	93,184	94,624	96,064	98,839
16	91,604	93,044	94,484	95,924	97,364	100,139
17	92,904	94,344	95,784	97,224	98,664	101,439
18	94,204	95,644	97,084	98,524	99,964	102,739
19	95,504	96,944	98,384	99,824	101,264	104,039
20	96,804	98,244	99,684	101,124	102,564	105,339

Professor	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
0	77,265	78,705	80,145	81,585	83,025	85,800
1	78,565	80,005	81,445	82,885	84,325	87,100
2	79,865	81,305	82,745	84,185	85,625	88,400
3	81,165	82,605	84,045	85,485	86,925	89,700
4	82,465	83,905	85,345	86,785	88,225	91,000
5	83,765	85,205	86,645	88,085	89,525	92,300
6	85,065	86,505	87,945	89,385	90,825	93,600
7	86,365	87,805	89,245	90,685	92,125	94,900
8	87,665	89,105	90,545	91,985	93,425	96,200
9	88,965	90,405	91,845	93,285	94,725	97,500
10	90,265	91,705	93,145	94,585	96,025	98,800
11	91,565	93,005	94,445	95,885	97,325	100,100
12	92,865	94,305	95,745	97,185	98,625	101,400
13	94,165	95,605	97,045	98,485	99,925	102,700
14	95,465	96,905	98,345	99,785	101,225	104,000
15	96,765	98,205	99,645	101,085	102,525	105,300
16	98,065	99,505	100,945	102,385	103,825	106,600
17	99,365	100,805	102,245	103,685	105,125	107,900
18	100,665	102,105	103,545	104,985	106,425	109,200
19	101,965	103,405	104,845	106,285	107,725	110,500
20	103,265	104,705	106,145	107,585	109,025	111,800

For the 2027-28 College academic year, for a Faculty member on Step 20 the Faculty member's base salary will be the Step 20 amount plus \$1,545.30 (this is based on 2% of the MA Step 0). The "plus" portion of base salary will be paid as a lump sum in December.

## Supplemental

Supplemental pay per equated hour will be as follows:

	2025-26	2026-27	2027-28
Instructor Assistant Professor	\$ 880	\$ 905	\$ 935
Assistant Professor	\$ 900	\$ 920	\$ 955
Associate Professor	\$ 905	\$ 925	\$ 960
Professor	\$ 910	\$ 930	\$ 965

**APPENDIX B  
GRIEVANCE FORM**

**1. Background Information**

Grievant(s') Name(s): \_\_\_\_\_

Grievant(s') College Position Title(s): \_\_\_\_\_

Specific CBA Provisions Alleged to Be Violated: \_\_\_\_\_

Date(s) of Alleged CBA Violation: \_\_\_\_\_

Describe How the Cited CBA Provisions Are Being Violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Requested Relief: \_\_\_\_\_

Grievant(s') Signature(s): \_\_\_\_\_

**2. Informal Discussion (Associate Dean or Dean)**

Date Grievant(s) Requested Informal Discussion in Writing: \_\_\_\_\_

Associate Dean or Dean Receiving Informal Discussion Request: \_\_\_\_\_

Date Informal Discussion Request Received: \_\_\_\_\_

Date of Informal Discussion: \_\_\_\_\_

College Representative(s) Participating in Informal Discussion: \_\_\_\_\_

\_\_\_\_\_

Faculty Member(s) Participating in Informal Discussion: \_\_\_\_\_

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College Associate Dean or Dean Grievance Response: \_\_\_\_\_

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Signature of Associate Dean or Dean: \_\_\_\_\_

Date of Grievance Response: \_\_\_\_\_

**3. Step One (Vice President of Instruction and Learning Services)**

Date Grievant(s) Submitted Written Step One Grievance: \_\_\_\_\_

Date Vice President Received Step One Grievance: \_\_\_\_\_

Date of Step One Meeting: \_\_\_\_\_

College Representative(s) Participating in Step One Meeting: \_\_\_\_\_

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Faculty Member(s) Participating in Step One Meeting: \_\_\_\_\_

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Vice President Grievance Response: \_\_\_\_\_

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Vice President Signature: \_\_\_\_\_

Date of Grievance Response: \_\_\_\_\_

**4. Step Two (President)**

Date Grievant(s) Submitted Written Step Two Grievance: \_\_\_\_\_

Date President Received Step Two Grievance: \_\_\_\_\_

Date of Step Two Meeting: \_\_\_\_\_

College Representative(s) Participating in Step Two Meeting: \_\_\_\_\_

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Faculty Member(s) Participating in Step Two Meeting: \_\_\_\_\_

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President Grievance Response: \_\_\_\_\_

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President Signature: \_\_\_\_\_

Date of Grievance Response: \_\_\_\_\_

**5. Step Three (Mediation)**

Date Grievance Mediation Request Filed with MERC: \_\_\_\_\_

Date Copy of MERC Grievance Mediation Request Sent to College: \_\_\_\_\_

Date Copy of MERC Grievance Mediation Received By College: \_\_\_\_\_

**6. Step Four (Arbitration)**

Date Arbitration Request Sent to AAA: \_\_\_\_\_

Date Copy of Arbitration Request Sent to Director of Human Resources: \_\_\_\_\_

Date Director of Human Resources Received Arbitration Request: \_\_\_\_\_

## APPENDIX C FACULTY EVALUATION GUIDE AND FORM

<b>Full Name:</b>	<b>Division:</b>
<b>Rank:</b>	<b>Academic Year:</b>
<b>Date Form Submitted:</b>	<b>Evaluator:</b>

### Section I: Faculty Evaluation Guide Instructions

This Guide should be used to complete the Faculty Evaluation Form in Section II, below. Teaching effectiveness, particularly at an open-access community college, includes attention to and implementation of “BEDI” practices, which work towards ensuring that all students succeed at high levels in terms of learning, passing courses, retention, and completion. Because equitable success rates are a goal and success rates do not necessarily equate to learning for the student, and as innovation requires some failures, the College and DCFA recognize that not achieving defined success rates does not necessarily mean a Faculty member has been ineffective. Closing achievement gaps leads to success.

#### Category A Demonstrated Teaching Effectiveness

Describe your performance and subsequent action plan to increase teaching effectiveness as defined above with reference to the discipline/program plans.

Coordinators will lead discipline discussions to recommend an expected success rate for each course every 3 years to the Associate Dean and Dean. The Associate Dean and Dean will have final approval of the success rates for each discipline. The College will provide aggregate and disaggregate success rates by February 15 of the Faculty member’s evaluation year. Upon a Faculty member’s request, the Faculty member’s Associate Dean or designee will provide guidance for completing the evaluation form.

Course	Course Success Rate	Disaggregated Course Success Rate

<b>Sections Taught</b>	<b>Aggregate Success Rate</b>	<b>Disaggregated Success Rate</b>	<b>Action Plan</b> (may include course design, pedagogy, and assessment of student learning)	<b>Action Plan Results</b>

**Category B**  
**Demonstrated Professional Development**

Describe your formal and informal professional development activities related to continuous improvement in teaching effectiveness as defined above. This does not have to be an exhaustive list but is meant to focus on highlights since your last evaluation.

**Category C**  
**Demonstrated Leadership (if applicable)**

Describe your leadership activities related to your teaching assignment; teaching effectiveness as defined above; innovation; and student academic development, retention, and completion as it relates to the College.

**Category D**  
**Demonstrated Service to Delta College**

Describe your service to Delta College. This may include active participation on division, faculty, and college committees including program advisory committee; active participation in program and /or College accreditation processes and Program Review processes; active participation in student engagement, retention, and completion initiatives; and involvement in student and/or College-related community activities. This is not an exhaustive list but is meant to focus on highlights since your last evaluation.

**Category E**  
**Demonstrated Collegiality and Collaboration**

Describe your collegiality and collaboration with Delta College employees. Give examples of how you have worked effectively and respectfully with fellow employees to further the success of students and this institution. This is not an exhaustive list but is meant to focus on highlights since your last evaluation.



## Section II: Evaluation Form

### Completed Section II Shall Be Placed in Faculty Member's Personnel File

An important purpose of this evaluation process is to assist in a Faculty member's continuous growth. Associate Deans will identify opportunities for growth (goals), even when the Faculty member is Exceeding Expectations. There may be instances where a Faculty member needs to address deficiencies, and those deficiencies will be identified in PME or DNME ratings' narrative.

**Rubric: Meets or Exceeds Expectations (ME/EE); Partially Meets Expectations (PME); Does Not Meet Expectations (DNME)**

**Meets or Exceeds Expectations (ME/EE):** Consistently meets and/or exceeds the performance standards expected of Faculty at their current rank. Demonstrates continuous growth in the performance evaluation categories since the last evaluation.

**\*Partially Meets Expectations (PME):** Exhibits deficiencies in meeting the performance standards expected of Faculty at their current rank in one or more areas of the specific category, even when growth has been exhibited.

**\*Does Not Meet Expectations (DNME):** Significant failure in meeting the performance standards expected of Faculty at their current rank without supporting rationale, even when growth has been exhibited. A DNME rating will result in a Performance Improvement Plan, regardless of rank.

**\*For PME and DNME:** Associate Dean's data/evidence used to evaluate goals and Associate Dean's comments must specify areas that need improvement or fail to meet performance standards expected of Faculty at their current rank.

**\*PIP for DNME:** A Performance Improvement Plan must be attached to the Evaluation Form if a Faculty member's rating is DNME.

<b>Category A: Demonstrated Teaching Effectiveness.</b> Describe your performance and subsequent action plan to increase teaching effectiveness.	<b><u>Self-Rating:</u></b> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
<b>Goal(s) on Last Evaluation and Progress Towards Those Goals Since Last Evaluation</b> (reflect on activities pursued since your last evaluation, and their impact on your teaching and student success):	
<b>Data Used to Evaluate Teaching Effectiveness Goals:</b>	

<b>Teaching Effectiveness Goal(s) For Next Evaluation:</b>	
<b>Associate Dean Comments:</b>	
	<u>AD Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME

<b>Category B: Demonstrated Professional Development.</b> Describe your formal and informal professional development activities related to continuous improvement in teaching effectiveness.	<u>Self-Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
<b>Goal(s) on Last Evaluation and Progress Towards Those Goals Since Last Evaluation:</b> (reflect on activities you have pursued since last evaluation, and the impact on your professional development):	
<b>Data Used to Evaluate Professional Development Goals:</b>	
<b>Professional Development Goal(s) For Next Evaluation:</b>	

<b>Associate Dean Comments:</b>	<u>AD Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
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<b>Category C: Demonstrated Leadership (if applicable).</b> Describe your leadership activities related to your teaching assignment; teaching effectiveness; innovation; and student academic development, retention, and completion as it relates to the College.	<u>Self-Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
<b>Goal(s) on Last Evaluation and Progress Towards Those Goals Since Last Evaluation</b> (reflect on activities you have pursued since last evaluation, and the impact on your leadership):	
<b>Data Used to Evaluate Leadership Goals:</b>	
<b>Leadership Goal(s) For Next Evaluation:</b>	

<b>Associate Dean Comments:</b>	<u>AD Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
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<b>Category D: Demonstrated Service to Delta College.</b> Describe your service to Delta College.	<u>Self-Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
<b>Goal(s) on Last Evaluation and Progress Towards Those Goals Since Last Evaluation:</b> (reflect on activities you have pursued since last evaluation, and the impact on your service to Delta College):	
<b>Data Used to Evaluate Service Goals:</b>	
<b>Service Goal(s) For Next Evaluation:</b>	

<b>Associate Dean Comments:</b>	<u>AD Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
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<b>Category E: Demonstrated Collegiality and Collaboration.</b> Describe your collegiality and collaboration with Delta College employees.	<u>Self-Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
<b>Goal(s) on Last Evaluation and Progress Towards Those Goals Since Last Evaluation</b> (reflect on activities you have pursued since last evaluation, and the impact on your collegiality and collaboration):	
<b>Data Used to Evaluate Collegiality and Collaboration Goals:</b>	
<b>Collegiality and Collaboration Goal(s) For Next Evaluation:</b>	

<b>Associate Dean Comments:</b>          	<u>AD Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
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Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Faculty Member Signature and Printed Name

By signing, the Faculty member attests that they have not misrepresented or falsified any of the data they have included in support of their evaluation.

Any concerns or unacceptable evaluations may require additional meetings with the Associate Dean. A signed copy of the evaluation with comments by the Associate Dean will be returned to the Faculty member.

<b>Faculty member has growth opportunity(ies) in the following areas (if applicable):</b> <input type="checkbox"/> Teaching Effectiveness: _____ <input type="checkbox"/> Professional Development: _____ <input type="checkbox"/> Leadership: _____ <input type="checkbox"/> Service to Delta College: _____ <input type="checkbox"/> Collegiality and Collaboration: _____
<b>Associate Dean Comments:</b>          
Evaluation Meeting Time/Date: _____ on _____ Faculty Initials: _____

<b>Performance Improvement Plan:</b> <input type="checkbox"/> Yes (Attach) <input type="checkbox"/> No
--

**Faculty member does not meet the performance standards in the following areas (if applicable):**

- ☐ Teaching Effectiveness: \_\_\_\_\_
- ☐ Professional Development: \_\_\_\_\_
- ☐ Leadership: \_\_\_\_\_
- ☐ Service to Delta College: \_\_\_\_\_
- ☐ Collegiality and Collaboration: \_\_\_\_\_

Associate Dean: \_\_\_\_\_  
Signature and Printed Name

Date: \_\_\_\_\_

A copy of the Faculty Evaluation will be placed in the Faculty member's personnel file.

☐ Attachments or rebuttal submitted (itemized)

<b>Full Name:</b>	<b>Division:</b>
<b>Rank:</b>	<b>Academic Year:</b>
<b>Date Form Submitted:</b>	<b>Associate Dean/Designee:</b>

- 1. Identification of the area(s) requiring improvement:**
  - ☐ Teaching Effectiveness:
  - ☐ Professional Development:
  - ☐ Leadership:
  - ☐ Service to Delta College:
  - ☐ Collegiality and Collaboration:
- 2. Please describe in detail the area(s) needing improvement, and the goals established by the Faculty member and Associate Dean/designee to address the area(s) needing improvement. Outline a development plan to support the faculty member in achieving those goals:**
- 3. Establish a timeline for meeting each goal:**
- 4. Describe how the Associate Dean/designee will evaluate the completion of the performance improvement plan goal(s) at the end of the timeline:**



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**Associate Dean/designee comments:**

I have met with the faculty member and explained the performance improvement plan.

Associate Dean/Designee Signature:

Date:

**Faculty Member's comments:**

I have met with the Associate Dean/designee and understand the performance improvement plan.

Faculty Member Signature:

Date:

#### APPENDIX D (Part B)

<b>Full Name:</b>	<b>Division:</b>
<b>Rank:</b>	<b>Academic Year:</b>
<b>Date Form Submitted:</b>	<b>Associate Dean/Designee:</b>

**Part B: Performance Improvement Plan Results** (to be filed with Human Resources when completed)

A follow-up review is to be completed at the end of the performance review timeline.

- ☐ Faculty member has completed the required improvements within the designated timeline and is meeting expectations.
- ☐ Faculty member has not completed the required improvement goal(s) within the designated timeline; unmet goals with next steps are identified below:
  - ☐ Goal: \_\_\_\_\_  
Next Step: \_\_\_\_\_
  - ☐ Goal: \_\_\_\_\_  
Next Step: \_\_\_\_\_
  - ☐ Goal: \_\_\_\_\_  
Next Step: \_\_\_\_\_
  - ☐ Goal: \_\_\_\_\_  
Next Step: \_\_\_\_\_
  - ☐ Additional Goal(s) and Next Step(s), if Necessary (Attached)

**Associate Dean/Designee Comments:**

Evaluation Meeting Time/Date: \_\_\_\_\_ on \_\_\_\_\_

Associate Dean/designee signature:

Date:

I have met with the Associate Dean/designee regarding this PIP and acknowledge receipt (signature indicates receipt, not agreement).

Faculty Member Signature:

## APPENDIX E CALENDAR

### Delta College Calendar 2026 – Revised 4/01/25

This calendar accommodates any course meeting for a full 15-week Fall Semester. Please note only 14 Mondays are scheduled for the Winter Semester. Also note only 14 Mondays and Thursdays are scheduled for the Spring Summer Semester. This calendar also accommodates for 7-week courses in Fall and Winter. Individuals responsible for scheduling ensure that classes which do not meet during these time frames have the proper number of contact hours.

<b>Winter Semester 26/WI (15 weeks January 10 - May 1)</b>		
January 10	Saturday	Classes Begin
January 19	Monday	Martin Luther King Jr. Day – No Classes
February 13	Friday	Winter Learning Day
February 27	Friday	First 7-Week Classes End
March 2-7	Monday – Saturday	Mid-semester Break - No Classes
March 8	Sunday	Classes Resume
March 14	Saturday	Second 7-Week Classes Begin
April 5**	Sunday**	No Classes**
May 1	Friday	End of Winter Semester
May 5	Tuesday	<b>Grades due by 2pm***</b>

<b>Spring Summer Semester 26/SP (15 weeks May 11 - August 20)</b>		
May 11	Monday	Classes Begin
May 25	Monday	Memorial Day – No Classes
May 26	Tuesday	Classes Resume
June 29	Monday	Summer Starts
July 2-5	Thursday-Sunday	No Classes
July 6	Monday	Classes Resume
August 20	Thursday	Classes End
August 25	Tuesday	<b>Grades due by 2pm***</b>

<b>Fall Semester 26/FA (15 weeks August 29 - December 20)</b>		
August 24-26	Monday - Wednesday	Learning Days
August 29	Saturday	Classes Begin
September 5 - September 8	Saturday – Tuesday	No Classes
September 9	Wednesday	Classes Resume
October 20	Tuesday	First 7-Week Classes End
October 28	Wednesday	Second 7-Week Classes Begin
November 25 - 29	Wednesday – Sunday	Thanksgiving Break – No Classes
November 30	Monday	Classes Resume
December 20	Sunday	End of Fall Semester
December 22	Tuesday	<b>Grades due by 2pm***</b>

\*\*\*Grades are due the Tuesday following the course end date. Grades for courses ending prior to Friday at 11:59pm are to be submitted to the Registrar's Office no later than the following Tuesday by 2pm. Grades for courses ending on Saturday or Sunday will be due no later than the second Tuesday after the course ends by 2pm. All courses ending the last week of the term will have until 2pm the following Tuesday to report grades to the Registrar's Office.

## Delta College Calendar 2027 – Revised 4/01/25

This calendar accommodates any course meeting for a full 15-week Fall Semester. Please note only 14 Mondays are scheduled for the Winter Semester. Also note only 13 Mondays are scheduled for the Spring Summer Semester. This calendar also accommodates for 7-week courses in Fall and Winter. Individuals responsible for scheduling must ensure that classes which do not meet during these time frames have the proper number of contact hours.

<b>Winter Semester 27/WI (15 weeks January 9 - May 4)</b>		
January 9	Saturday	Classes Begin
January 18	Monday	Martin Luther King Jr. Day – No Classes
February 12	Friday	Winter Learning Day
February 26	Friday	First 7-Week Classes End
March 1-6	Monday – Saturday	Mid-semester Break - No Classes
March 7	Sunday	Classes Resume
March 13	Saturday	Second 7-Week Classes Begin
March 28**	Sunday**	No Classes**
April 30	Friday	End of Winter Semester
May 4	Tuesday	<b>Grades due by 2pm***</b>

<b>Spring Summer Semester 27/SP (15 weeks May 10 - August 19)</b>		
May 10	Monday	Classes Begin
May 31	Monday	Memorial Day – No Classes
June 1	Tuesday	Classes Resume
June 28	Monday	Summer Starts
July 2-5	Friday - Monday	No Classes
July 6	Tuesday	Classes Resume
August 19	Thursday	Classes End
August 24	Tuesday	<b>Grades due by 2pm***</b>

<b>Fall Semester 27/FA (15 weeks August 28 - December 19)</b>		
August 23-25	Monday - Wednesday	Learning Days
August 28	Saturday	Classes Begin
September 4 - September 7	Saturday – Tuesday	No Classes
September 8	Wednesday	Classes Resume
October 19	Tuesday	First 7-Week Classes End
October 27	Wednesday	Second 7-Week Classes Begin
November 24 - 28	Wednesday – Sunday	Thanksgiving Break – No Classes
November 29	Monday	Classes Resume
December 19	Sunday	End of Fall Semester
December 21	Tuesday	<b>Grades due by 2pm***</b>

\*\*\*Grades are due the Tuesday following the course end date. Grades for courses ending prior to Friday at 11:59pm are to be submitted to the Registrar's Office no later than the following Tuesday by 2pm. Grades for courses ending on Saturday or Sunday will be due no later than the second Tuesday after the course ends by 2pm. All courses ending the last week of the term will have until 2pm the following Tuesday to report grades to the Registrar's Office.

## Delta College Calendar 2028

This calendar accommodates any course meeting for a full 15-week Fall Semester. Please note 14 Mondays are scheduled for the Winter Semester. Also note 13 Mondays and 14 Tuesdays are scheduled for the Spring Summer Semester. This calendar also accommodates for 7-week courses in Fall and Winter. Individuals responsible for scheduling must ensure that classes which do not meet during these time frames have the proper number of contact hours.

<b>Winter Semester 28/WI (15 weeks January 8 - April 28)</b>		
January 8	Saturday	Classes Begin
January 17	Monday	Martin Luther King Jr. Day – No Classes
February 11	Friday	Winter Learning Day
February 28	Monday	First 7-Week Classes End
March 6 - 11	Monday – Saturday	Mid-semester Break - No Classes
March 12	Sunday	Classes Resume
March 12	Sunday	Second 7-Week Classes Begin
April 16	Sunday	No Classes
April 28	Friday	End of Winter Semester
May 2	Tuesday	<b>Grades due by 2pm***</b>

<b>Spring Summer Semester 28/SP (15 weeks May 8 - August 17)</b>		
May 8	Monday	Classes Begin
May 29	Monday	Memorial Day – No Classes
May 30	Tuesday	Classes Resume
June 25	Sunday	First 7-Week Classes End (Spring)
June 26	Monday	Second 7-Week Classes Begin (Summer)
June 30 - July 4	Friday - Tuesday	No Classes
July 5	Wednesday	Classes Resume
August 17	Thursday	End of Spring Semester
August 22	Tuesday	<b>Grades due by 2pm***</b>

<b>Fall Semester 28/FA (15 weeks August 26 - December 17)</b>		
August 21-23	Monday - Wednesday	Learning Days
August 26	Saturday	Classes Begin
September 2 - September 5	Saturday – Tuesday	No Classes
September 6	Wednesday	Classes Resume
October 17	Tuesday	First 7-Week Classes End
October 25	Wednesday	Second 7-Week Classes Begin
November 22 - 26	Wednesday – Sunday	Thanksgiving Break – No Classes
November 27	Monday	Classes Resume
December 17	Sunday	End of Fall Semester
December 19	Tuesday	<b>Grades due by 2pm***</b>

\*\*\*Grades are due the Tuesday following the course end date. Grades for courses ending prior to Friday at 11:59pm are to be submitted to the Registrar's Office no later than the following Tuesday by 2pm. Grades for courses ending on Saturday or Sunday will be due no later than the second Tuesday after the course ends by 2pm. All courses ending the last week of the term will have until 2pm the following Tuesday to report grades to the Registrar's Office.

## **APPENDIX F**

### **Compensation for Discipline and Program Coordinators, Administrative Assignments and Self-Study Reports**

The parties shall follow these guidelines for compensating bargaining unit members who assume additional duties as coordinators or who accept administrative assignments, after consultation with the DCFA. In conjunction with Article II Board Rights, the College retains discretion to add, reduce, or assign such coordinators and administrative assignments.

#### **A. Compensation for Discipline Coordinators**

The compensation for Discipline Coordinators shall be determined by the following formula, based on previous academic year responsibilities (Article 13.2).

<b>Element</b>	<b>Points Assigned</b>
Average total number of sections within the discipline averaged for fall and winter semesters in the previous academic year.	1-12 = 1 pt 13-24 = 2 pts 25-36 = 3 pts 37-48 = 4 pts 49-60 = 5 pts 61-72 = 6 pts 73-84 = 7pts 85-96 = 8pts 97-108 = 9pts 109- 120 = 10 pts 121-132 = 11 pts 133-144 = 12 pts
Total unduplicated number of adjuncts for fall and winter semesters in the previous academic year.	1-7 = 1 pt 8-14 = 2 pts 15-21 = 3 pts 22-28 = 4 pts 29-35 = 5 pts 36-42 = 6 pts
Program Coordinator	+2
Accredited Program	+1
Recurring other activities	Coordinator Compensation Committee (CCC) will guide the values

Each point above equals an hour of reassigned time.

#### **B. Compensation for Discipline/Program Coordinators**

The Parties will promptly meet and reach consensus on the appropriate number of release/supplemental hours for the Discipline/Program Coordinators each contract year.

### C. Compensation for Administrative Assignments

Compensation for administrative assignments shall be made consistent with the following chart.

<u>Position</u>	<u>Reassigned or Supplemental Time</u>
Democracy Commitment	3
Democracy Commitment	3
e-Learning Coordinator	6
FCTE Co-coordinator	10
FCTE Co-coordinator	10
GECAC Chair	9
Honors Director: Honors, PTK, PHS	18
Humanities Learning Center Coordinator	6
Learning Center Communities Coordinator	6
Prison Pell Coordinator	9
SLAC Chair	9
Stem Explorer Coordinator	2
Sustainability	6
Theatre Production	6

### D. Rubric for Supplemental/Release Time for Completion of Self-Study Reports

Program	# of standards	Level	# of sub standards	Level	# of questions	Level	# of pages Narrative	Level	# of pages Cur Doc	Level	# Exhibits	Level	# of pgs Exhibits	Level	Grand Total Points	How much	Total # of supplemental credits
Dental Assisting	6	2	69	3	155	2	90	1	705	2	75	1	401	1	12		2
Dental Hygiene	6	2	60	3	322	3	226	2	1181	2	271	3	1290	3	18		3
Nursing	6	2	63	3	176	2	200	2	1000	2	100	2	500	1	14		3



Physical Therapy	8	3	62	3	346	3	136	1	668	1	135	2	1500	3	16		3
Radiography	6	2	53	3	24	1	17	1	With in exhibits Samples only	1	173	2	300	1	11		2
Respiratory Therapy	5	2	59	3	131	2	20	1	750	2	48	1	524	2	13		2
Sonography	4	2	62	3	9	1	4	1	1040	2	34	1	1041	3	13		2
Surgical Tech and Surgical First Assistant	5	2	18	1	83	1	20	1	47	1	70	1	620	2	9		2
	8/3 = 3		69/3 = 23		346/3 = 115		535/3 = 178		2040/3 = 680		271/3 = 90		1500/3 = 500		18/3 = 6		
	Levels 1-3 = 1 4-7 = 2 8-11 = 3		Levels 1-23 = 1 24-47 = 2 48-71 = 3		Levels 1-115 = 1 116-231 = 2 232-347 = 3		Levels 1-178 = 1 179-357 = 2 358-536 = 3		Levels 1-680 = 1 681-1361 = 2 1362 - 2042 = 3		Levels 1-90 = 1 91-181 = 2 182 - 272 = 3		Levels 1-500 = 1 501-1001 = 2 1002 - 1502 = 3		Levels 1-6 = 1 7-13 = 2 14 - 20 = 3		

**[Rubric will be updated after content is mutually agreed upon by DCFA and Admin]**

## **APPENDIX G MEDICAL PLANS**

For the current contract years, eligible bargaining unit members may choose between the two options below within the identified parameters. Benefit coverage for both options are as described in the “Community Blue PPO ASC” ”Benefits at a Glance” prepared for Delta College, effective date on or after January 2021 (excluding new riders negotiated herein). Details for the new benefits – autism, infertility, expanded chiropractic and massage therapy will be promptly provided.

### **1. PPO Option**

Deductibles and Co-pays-\$500/\$1000 Deductible (first dollar deductible)

\$25	Office Visit co-pay
\$40	Urgent Care visit co-pay
\$250	Emergency Room visit co-pay

#### Tiered Prescription Plan Co-pay

Generic	\$15
Preferred Brand	\$50
Non-preferred Brand	\$70 or 50% with \$100 max
Generic/Preferred Brand Specialty Drug	20% with \$200 max
Non-preferred Brand Specialty Drug	25% with \$300 max

Local pharmacy and mail order prescription drugs Rx 90, 2 X co-pay (90 day supply)

Optional Flexible Spending Account (FSA) Program

Telehealth Visit \$15 co-pay

### **2. High Deductible Health Plan (HDHP) Option with Optional Health Savings Account (HSA)**

Health Insurance High Deductible Health Plan/Health Savings Account: This plan has a \$1,400 (single)/\$2,800 (family) deductible through December 31, 2022, as established per the IRS Revenue Procedure. The College will fund \$0 dollars into an HSA account for employees electing this plan. Effective January 1, 2023 this plan has a \$1,500 (single)/\$2,800 (family) deductible as established per the IRS Revenue Procedure. These deductible rates shall remain in effect, until the IRS rate amounts are published with any changes, and when they would take effect.

**APPENDIX H  
TUITION WAIVER**

[See Next Page, 99]

## FACULTY DELTA COLLEGE TUITION WAIVER PROGRAM AGREEMENT

### Benefits

Delta College will waive the tuition and registration fee for the following eligible students for classes in which the student receives a final grade of D (1.0) or better or a Pass grade (P). Classes in which the student receives a grade of D-, F, has withdrawn or receives a withdrawal grade (W or WI), receives a No Credit grade (NC), or has taken as audited are not covered. For classes in which the student temporarily receives an Incomplete grade (I), the student will only be granted the waiver if the course requirements are completed by the final date to complete an incomplete course for that semester and the student receives a final grade of D (1.0) or better or a Pass grade (P).

### Eligible Students

- Full-time regular employees, their spouses and their dependent children\*
- Retired full-time regular employees, their spouses and their dependent children\*
- Spouses (who have not remarried) and dependent children\* of deceased full-time regular employees who died while employed
- Full-time temporary employees (including one-semester appointment instructors)
- Part-time regular employees (not including adjunct instructors, general laborers and food service part-time employees)

*\*Dependent children are only eligible if they are under 24 years of age at the end of the current tax year in which the benefit is being provided and claimed as a dependent for tax purposes by the employee. A dependent child of divorced parents is treated as the dependent of both parents.*

**Benefit Limitations:** For students with tuition covered under Dual Enrollment and/or a tuition restricted scholarship or grant that is intended to cover tuition and fees only, these programs will be billed first and any remaining tuition and registration fees will then be covered by the tuition waiver.

### Process

The Delta College employee must turn in the completed Tuition Waiver Program Agreement, signed by both the student and the employee, to the Student Finance Office by the applicable payment deadline each semester. A billing statement will be provided showing the amount owed by the student for all tuition and fees not covered under the waiver. All such fees must be paid by the applicable payment deadline. If the Tuition Waiver Agreement and payment of the amount owed by the student are not received by the applicable deadline, the student may be dropped from the respective classes. Payment can be made by check, cash, or credit card at the Cashier's Office or online. At the end of the semester upon completion of grades, the waiver will be processed on the student account for classes in which the student has received final grades meeting the criteria to be covered by the waiver. For classes in which the student did not receive a final grade meeting the criteria to be covered, a billing statement will be emailed to the student and the employee designating the balance due on the student account. The balance must be paid within 15 days of the billing date. Upon billing, a financial hold will be placed on the student account and the student will be restricted from future registration until the account balance is paid in full. If full payment is not received within 15 days, payroll deduction from the employee will be implemented to collect the balance due. If the amount is not paid, the College will proceed with implementing standard collection procedures for student accounts, which may include forwarding the account to a collection agency. If the account is forwarded to a collection agency, the student and/or employee will be responsible to pay all collection and attorney fees associated with collection of the amounts due to the College.

**To be completed by the Student** - By completing and signing this form, I authorize Delta College to discuss my course registrations, grades, and student financial account records with the Delta College employee named below for the semester in which this Tuition Waiver Program Agreement applies. I agree with all the provisions and requirements of the Tuition Waiver Program and promise to pay any amounts due to Delta College for classes in which I do not receive a final grade meeting the criteria to be covered under the waiver including all collection and attorney fees associated with collection.

\_\_\_\_\_  
Student Signature                      Print Student Name                      Student Number    Semester                      Date

**To be completed by the Employee** - By completing and signing this form, I certify that I have reviewed and am in agreement with the Tuition Waiver Program requirements and that the above named student is eligible for benefits as follows: (check one)

- ☐ Full-time Regular Employee    ☐ Full-time / Spouse                      ☐ Full-time / Dependent Child\*
- ☐ Retired FT Regular Employee    ☐ Retiree / Spouse                      ☐ Retiree / Dependent Child\*
- ☐ Part-time Regular Employee    ☐ Deceased Employee / Spouse    ☐ Deceased Employee / Dependent Child\*
- ☐ Full-time Temporary Employee                      \* Dependent Child's Date of Birth \_\_\_\_\_

If this benefit is provided for my dependent child, I certify that I have reviewed the IRS Form 1040 requirements and those under IRS Publication 970 and that the above named student qualifies as an eligible dependent child in accordance with provisions of the Tuition Waiver Program. I certify that my dependent child: is under age 24 at the end of the current tax year in which the benefit is being provided; did not provide over half of his or her own support in the tax year; and he/she lived with me for more than half of the tax year. I understand that a dependent child of divorced parents is treated as a dependent of both parents for this benefit.

I agree with all the provisions and requirements of the Tuition Waiver Program and promise to pay any amounts due to Delta College for classes in which the above named student did not receive a final grade meeting the criteria to be covered under the waiver. I authorize Delta College to implement payroll deduction and deduct from my paycheck the balance due on the student account that is not paid within 15 days of the billing date plus all collection and attorney fees associated with collection.

\_\_\_\_\_  
Employee Signature                      Print Employee Name                      Employee Number                      Date

### For Student Finance Use Only

Semester: \_\_\_\_\_ Verified by: \_\_\_\_\_ Cost Center: \_\_\_\_\_ Amount Waived: \$ \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX I PROMOTION/TENURE PORTFOLIO REPORT

Firstname Lastname

*Consideration for Promotion to “enter rank sought” and Consideration for Tenure (delete if not applicable)*

Effective July 2025

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### Background Information

This template is best completed with a PC. If using a MAC, consult with division support for guidance.

#### PERSONAL DATA

Name:	Click here to enter text.
Discipline/Division:	Click here to enter text.
Rank Sought:	Choose an item.
Seeking Tenure:	Choose an item.

#### HISTORY OF APPOINTMENT

Appointed at rank of Instructor:	
One-Year Renewable Appointment (if applicable):	Click here to enter a date.
Tenure Track (if applicable):	Click here to enter a date.
Promoted to rank of Assistant Professor:	Click here to enter a date.
Tenure granted:	Click here to enter a date.
Promoted to rank of Associate Professor:	Click here to enter a date.

I am eligible for promotion/tenure consideration under CBA Article VI.

Recommending the promotion and tenure of our peers is one of the most important responsibilities of a full-time faculty member. Promotion and tenure review maintains the rigor and esteem of our profession and shapes our expectations of each other as a faculty. Our core criteria of teaching effectiveness, educational and professional growth, and productive activity for the College have a long tradition and are at the heart of our review of each promotion/tenure portfolio.

The Associate Dean has reviewed the candidate’s student feedback survey results. Initials \_\_\_\_\_

The PRC has reviewed the candidate's student feedback survey results. Initials \_\_\_\_\_

*In the following sections list all information chronologically starting with the most **recent**. Note: Use "TAB" key when in bottom right cell of a table to add more rows. The material in this section is similar to that you would include on a C.V.*

### ACADEMIC CREDENTIALS

<i>List ALL Academic credentials.</i>			
Degree/Certificate/Courses	Institution	Major/Minor/Field	Date

### ACADEMIC COURSES TOWARDS DEGREE

<i>List pertinent academic courses towards earning a degree since appointment to FT faculty position.</i>			
Degree/Certificate/Courses	Institution	Major/Minor/Field	Date

### ACADEMIC EDUCATION (OTHER)

<i>List ALL Academic Education not leading to a degree. (e.g. EDU courses) since appointment to FT faculty position.</i>			
Course Title and Number	Institution	Number of Credits	Date

**TEACHING EXPERIENCE/WORK RELATED EXPERIENCE**

<i>List Teaching Experience/Work Related Experience recognized by Delta PRIOR to Delta Employment</i>			
Position	Institution	Course/Activity	Date

**DELTA TEACHING EXPERIENCE**

Division/Discipline	Courses (Number and Name)	Date or Frequency

**AWARDS OR RECOGNITIONS**

<i>List ALL Awards or Recognitions</i>			
Subject/Activity	Type	Location	Date

**PROFESSIONAL DEVELOPMENT/EDUCATIONAL GROWTH – FOR ASSISTANT AND ASSOCIATE/TENURE: SINCE APPOINTMENT. FOR PROFESSOR ONLY: SINCE LAST PROMOTION.**

**PROFESSIONAL CERTIFICATION/CREDENTIALS BEYOND DEGREE/C.E.U.'S**

<i>List conferences/workshops at which certificate of participation or C.E.U. was awarded. Such certificate or transcribed C.E.U. must be available upon request.</i>
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Location	Sponsoring Agency/ Organization	Subject Matter/Topic	C.E.U/ Professional Certificate	Presentation (if presenter)	Date	Hours (if < full day)

#### CURRENT MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Organization	Committee Memberships/Offices Held (Dates)	Member Dates

#### PROFESSIONAL CONFERENCES/SEMINARS/WORKSHOPS

<i>List ALL Professional Conferences/Seminars/Workshops Attended</i>					
Location	Sponsoring Agency/ Organization	Subject Matter/Topic	Presentation (if presenter)	Date	Hours (if < full day)
<i>Example: Washington D.C.</i>	<i>Association of Surgical Tech National Conference</i>	<i>Various Topics</i>		<i>May 23- 27, 2016</i>	
<i>Saginaw, MI</i>	<i>Surgical Technology Association</i>	<i>Surgical Technology</i>	<i>Apps for Surgical Technology</i>	<i>April 9, 2015</i>	<i>1 hour</i>
			<i>Anterior Cruciate Ligament Reconstruction</i>		<i>2 hours</i>



**OTHERS RECOGNIZED BY THE DIVISION**

<i>List any others recognized by the Division including publication, research, educational travel, work-related experience, etc.</i>			
Subject/Activity	Type	Location	Dates

**PRODUCTIVE ACTIVITIES OTHER THAN DIRECT INSTRUCTION – SINCE APPOINTMENT OR LAST PROMOTION****INTERNAL****DIVISION COMMITTEES, ACTIVITIES**

Committee/Office Held	Responsibility	Date

**COLLEGE GOVERNANCE/OTHER COLLEGE COMMITTEES, ACTIVITIES**

Committee/Office Held	Responsibility	Date

**SUPPLEMENTAL/RELEASE TIME ACTIVITIES**

Activity/Purpose	Hours/Specify Release or Supplemental	Date

Statement summarizing your accomplishments during your supplemental release time activity (summarize one activity per cell)

**OTHER/INNOVATIVE TECHNIQUES, DEVELOPMENT OF NEW COURSE, ETC.**

Activity	Purpose	Date

**EXTERNAL:**

**COMMUNITY SERVICE ACTIVITY**

<i>List any Community Service Activities related to your activities at Delta</i>			
Activity	Responsibility	Location	Date

**PROFESSIONAL ACTIVITY**

<i>List any Professional Activities such as consulting, lecturing, speeches, TV interviews, presentations, not previously listed.</i>			
Activity	Subject	Location	Date

## OTHER

List any other activities recognized by the division			
Activity	Subject	Location	Date

## Teaching Effectiveness/Excellence

### Teaching Philosophy and EDUCATIONAL AND PROFESSIONAL GROWTH STATEMENT

*This statement aligns your professional development outlined above to your teaching philosophy and effectiveness and how you move toward teaching excellence.*

- *Enter a statement below in the text box of **three pages or less** describing your teaching philosophy and summarizing how your professional/educational growth (as listed previously) since your last promotion has influenced your teaching/learning.*
- *For tenure consideration or full professor consideration, in your statement include how your teaching and professional/educational growth relates to BEDI (see 6.7.1 in Article 6).*

[Click here to enter Candidate Statement](#)

### ADDITIONAL QUALIFICATIONS (All Ranks)

- **How have you provided instructional assistance to course participants outside of regular class hours.**

[Click here to enter Candidate Statement](#)

- **I certify that I have met administrative requirements as specified in the CBA**

Yes/No

## **ADDITIONAL QUALIFICATIONS (Tenure Consideration Only; refer to 6.7.2 in the CBA)**

- **Evidence of Collegiality with Faculty Colleagues:**

*Give examples of how you have worked effectively and respectfully with fellow employees to further the success of students and this institution.*

Click here to enter Candidate Statement

## **LEADERSHIP SELF STUDY (Professor Considerations Only)**

***LIMIT 2-3 pages in length.** Enter a statement describing your leadership and its impact. Be sure to distinguish what makes your leadership distinct from the other criteria (teaching effectiveness/excellence, professional development, and service to the College). Note: It is inappropriate to include letters of testimony from anyone who would have a conflict of interest, such as anyone outside of Division level who would vote on your candidacy.*

Insert Candidate Statement Here

## **Promotion/Tenure COMMITTEE REPORT**

*A report prepared by the Promotion/Tenure Committee should be submitted electronically to the Division office by the committee. A separate template and instructions for this report can be found on the employee "Instruction and Learning" portal site or [here](#):*

Insert Promotion/Tenure Committee Report Here

## **Division Recommendation**

*Following the Division hearing, the ASSOCIATE DEAN shall note whether or not the candidate received the 2/3 vote required for a positive recommendation following the division hearing (see 6.6.A.5 in the CBA).*

*The candidate received a 2/3 vote required for positive recommendation Yes/No*

*Associate Dean Recommendation (for Tenure consideration or Full Professor consideration)*

The Associate Dean shall include a reflection on the candidate's BEDI work as shared and discussed in the candidate's faculty evaluation.

Insert Summary Here

**APPENDIX J**  
**PROMOTION/TENURE BALLOT**

Recommending the promotion and tenure of our peers is one of the most important responsibilities of a full-time faculty member. Promotion and tenure review maintains the rigor and esteem of our profession and shapes our expectations of each other as a faculty. Our core criteria of teaching effectiveness, education and professional growth, and productive activity for the College have a long tradition and are at the heart of our review of each promotion/tenure portfolio.

From the CBA

6.6.1 The purpose of promotion is to encourage teaching effectiveness in addition to incorporating best practices, professional development, educational growth, collegiality, and productive activity for the College other than instruction. It is expected that Faculty who advance in rank as well as those who achieve tenure maintain a level of excellence commensurate with those expectations for which they earned rank and tenure. Promotion to Professor encourages and rewards teaching excellence, continued professional development, and leadership at the College and/or in a relevant professional organization.

6.6.2 The principal purpose of tenure is to recognize a higher level of commitment by the College and the Faculty member. Full-time Faculty who earn tenure may not be terminated without just cause, and the Faculty member shall work effectively and respectfully with fellow employees to further the success of students and the College.

This ballot is for voting at the Division Review of Promotion/Tenure stage (See CBA Article 6.6.2(A)(5)).

Name of Faculty Casting the Vote \_\_\_\_\_

Discipline/Division \_\_\_\_\_

Faculty for Whom You Are Casting the Vote \_\_\_\_\_

I support the promotion of \_\_\_\_\_ to the rank of \_\_\_\_\_

I support \_\_\_\_\_ achieving the status of tenure.

Yes/No/Abstain (Abstention equals “no”): \_\_\_\_\_

If abstaining, reason for abstention: \_\_\_\_\_

*Comments that do not pertain to the criteria will not be forwarded in the process.*

Comments pertaining to teaching effectiveness (excellence for full professor).

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Comments pertaining to educational and professional growth

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Comments pertaining to productive activity outside of instruction

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Comments pertaining to collegiality (tenure): *how the candidate has worked effectively and respectfully with fellow employees to further the success of students and this institution.*

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## **APPENDIX K DEGREE EQUIVALENCY**

### **I. Process**

For a Faculty member to be granted degree equivalency, (1) two-thirds of the Faculty in the Faculty member's division must decide that the Faculty member met the prerequisite and the requirements in this Appendix, and (2) the Associate Dean of the Division must notify the appropriate Academic Dean, Chief Academic Officer, and the Human Resources Office of that decision in writing within 5 days of the decision. The Faculty member will be responsible for submitting documentation to the division to establish that the Faculty member satisfied the prerequisite and the requirements in this Appendix for degree equivalency, including but not limited to the documentation listed in Section III(B) below.

Any degree equivalency granted to a Faculty member holding an associate's degree will be contingent on that Faculty member and the Faculty member's Associate Dean establishing an advancement plan for the Faculty member within 10 days of the granting of the degree equivalency, which plan will at a minimum require advancement toward a bachelor's degree. If the plan is not established within this timeframe or the Faculty member's Associate Dean determines that the Faculty member is not meeting the requirements of an established plan, the Associate Dean or designee may revoke the granted degree equivalency, and such revocation is not subject to the Agreement's grievance procedure.

Any granted degree equivalency applies to promotion, tenure, and the Faculty salary schedule. Any adjustment to base salary that occurs from granting the degree equivalency will be made at the beginning (July 1) of the following academic year.

### **II. Prerequisite**

In order to be considered for a degree equivalency, the Faculty member must first have been granted an associate's or bachelor's degree at an institution that is (1) nationally recognized and (2) regionally or nationally accredited.

### **III. Requirements**

In addition to the above prerequisite, the Faculty member must meet all requirements within this section III for degree equivalency. Any exceptions to the requirements identified below, must be approved by the Faculty member's discipline (if that discipline exists on campus), the Academic Council, and the College President or designee.

All of the following minimum requirements must be fulfilled by the Faculty member, as determined by the Faculty member's division:

1. Sufficient work-related experience.
2. Two years' Delta teaching experience.
3. Diversity of background appropriate to the discipline assignment.
4. A level of competency in the appropriate discipline equal to holding a Master's degree.

5. An understanding of educational learning processes.
6. The ability to relate to students and colleagues.

B. Documentation submitted by the Faculty member to the Faculty member's division shall include all of the following regarding prior relevant experience:

1. Actual number of months employed for each relevant employer.
2. Name and address of each relevant employer.
3. Name of immediate superior at each relevant employer and/or job location.
4. Title of job assignment.
5. Description of the job (e.g., specific duties; equipment operated, maintained, repaired; certifications, licenses, endorsements obtained, etc.). List of all promotions received.

Experience must be verified by letter or telephone conversation with the Faculty member's prior relevant employer or direct supervisor.