

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

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

The parties agree to the following terms, notwithstanding anything to the contrary in the current 2022-2025 Collective Bargaining Agreement between the Parties (CBA) and existing MOUs:

- A. For purposes of establishing capacity, cross-listed or co-listed courses taught in combination shall be treated as one course and shall be assigned a total capacity equal to the capacity of that course (which course is part of the combination) having the lowest capacity, as listed in the Curriculum database.
- B. Reductions for delivery modality will apply (per CBA Article 8.6B).
- C. The reduction of an additional two students for Faculty teaching a newly developed online course or Faculty teaching an established online course for the first time (CBA Article 8.6C) will only apply if each course in the cross-listing or co-listing meets at least one of the following requirements: (1) the course is a newly developed online course, or (2) the course is an established online course being taught by a Faculty member for the first time.

This MOU is not precedent-setting and cannot be used as evidence of a practice or policy at the College. Cross-listed and co-listed course capacities are subject to all other terms of the CBA and existing MOUs that are not inconsistent with this MOU.

Delta College  Date 8/25/22

Delta College Faculty Association, MEA/NEA  Date 8/1/22