

Delta College
-and-
DCFA
2022-2025
Collective Bargaining Agreement

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (“Agreement”) is entered into this 14th day of June, 2022, 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. 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 are 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 shall notify the DCFA President within five (5) business days of the commitment of employment of a new Faculty member who is a member of the bargaining unit. The notice 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 fiscal year, 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.

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 (“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 on behalf of Faculty 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 Faculty member, group of Faculty members, or the DCFA believe they have the basis for a grievance, the member, group, or DCFA 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(s) or DCFA 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(s) or DCFA 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 or designee(s), shall, within ten (10) working days, schedule and hold a meeting with the Grievant(s) and the DCFA representatives 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(s) or the DCFA 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 the 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, the DCFA 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(s) 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.

Faculty members shall remain current on developments affecting that Faculty member's teaching discipline and shall incorporate such updates into the Faculty member's teaching assignment.

6.2 Tenure Track and One-Year Renewable 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.
 - 1. 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. One-Year renewable positions will be reviewed annually by the College for viability and possible conversion to Tenure-Track positions. The College shall notify the DCFA annually of One-Year Renewable appointments.
 - a. At any point in time, a Full-time Faculty member may 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.
 - b. 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.
 - c. 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 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 consider part-time work at its discretion toward shortening the tenure eligibility period.
- J. Tenure status is not transferrable 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 Appointment and Non-Reappointment of Full-Time Faculty

- A. Unless a full-time Faculty member has earned tenure, they may only be terminated for a reason that is not arbitrary or capricious, but such termination may only be grieved through STEP TWO of this Agreement's grievance procedure.
- B. Annual reappointments of non-tenured Faculty members are subject to approval by the College President consistent with the standards in this Article.
- C. 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.

- D. 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.
- E. Notwithstanding the procedure above, a Faculty member may be terminated for misconduct at any time.

6.4 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 6.5 and 6.6 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 6.5 and 6.6 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 6.5 and 6.6 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.

6.5 Standards for Promotion and for Earning Tenure

6.5.1 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.

6.5.2 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. One member will be chosen by the Faculty's supervisor or designee, one by the Faculty member, and the remaining member(s) by those two committee members. 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. The committee will present their analysis to the candidate's academic division in November or December.

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, but will legibly sign their voting ballot. 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.

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, Dean of Career Education and Learning Partnerships (DCELP), Dean of Teaching and Learning (DTL), and the Chief Academic Officer. All 13 members will vote.

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.

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 September 15.
5. Eligible Applicants shall submit their Promotion/Tenure Portfolio Report to their Division no later than October 15.
6. The Associate Dean shall convene and chair the first meeting of the division Faculty to consider each candidate no later than November 15.
7. The Associate Dean shall forward a summary of the candidate's Division recommendation to the appropriate Academic Dean no later than December 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 submit their report to the Chief Academic Officer no later than February 15.
10. Chief Academic Officer shall submit the report and recommendation(s) to the College President by March 1.
11. The above deadlines may be extended due to an emergency, as determined by the College President.

6.6 Promotion/Tenure criteria evaluation tools

6.6.1 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
- 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.

6.6.2 Tenure

- A. 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.
- B. The Tenure Application shall include clear and convincing evidence of:
 - 1. Sustained evidence of exemplary classroom teaching, which should include but is not limited to teaching observations, review of teaching materials (online teaching is included as “classroom”), evidence of innovation and a focus on equity, and sustained evidence of (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. Significant demonstrated leadership activities directly related to the teaching assignment (examples include research, writing textbooks or OERs, elected or appointed leadership roles in professional organizations directly related to the teaching assignment, and/or College committee leadership),
 - 4. Significant demonstrated service related to Delta College (examples include special coordinator assignments, curriculum development, participation in student recruitment and advising activities, committee leadership, and other elected leadership roles), and
 - 5. Significant demonstrated collegiality.

6.7 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.

6.8 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. The procedure for conducting Faculty searches will be as follows:

1. 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.
2. 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.

3. 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.
4. 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.

5. 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. One evening during orientation 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 class sizes, 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, if pre-approved by the Associate Dean or designee, 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. Such modifications shall not be made arbitrarily or capriciously.
- B. To accommodate enrollment trends or another emergency, an Associate Dean may assign 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, usually 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 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 on course capacities.

The Chief Academic Officer makes all final decisions on course and section capacities.

- B. Online and Blended: The capacity of a section delivered via online or blended, will be ninety (90) percent (rounded based upon traditional rounding rules) of the corresponding maximum face-to-face capacity listed in the Curriculum database.
- C. 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.
- D. 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.
- E. Enrollment. In item #1 below, capacity percentages are rounded to the nearest whole number based upon traditional rounding rules.
1. In the event a class section has at least four (4) students, but fewer than twelve (12) students or 60% of the class capacity (whichever is lower), the College will have the discretion to run the class; if the class runs, it will count toward load.
 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.

- F. 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.

- G. 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.

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.

For instruction lasting two (2) hours or more, each hour of instruction includes fifty (55) minutes of instruction and five (5) minutes of break. The Faculty member should schedule a break equivalent to five (5) minutes for each hour where reasonably feasible. Faculty shall not withhold breaks to end a class session early.

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. These 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 office hours shall be scheduled in accordance with the following procedure:

- 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. By the end of the second (2nd) week of classes, each Faculty member shall (1) post that Faculty member's Student Office Hours in a College-approved location; (2) amend as necessary syllabi for each class taught by that Faculty member, include the Faculty member's Student Office Hours in that syllabus, 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.
- C. 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. Faculty members shall forward to the appropriate division office or designee copies of their attendance records at the end of each semester in a manner identified by the division office or designee.

9.4 Grading

- A. Faculty will promptly provide academic progress evaluation(s) of their students when requested.
- B. Each Faculty member of record shall promptly assign and record grades, and make appropriate academic progress evaluations, according to the procedure established by the College.
- C. 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.
- D. The class grading policy and scale must be explicitly published in the class syllabus.
- E. 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.
- F. 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). Each gradebook shall be saved at the end of the class as directed by the College. Each Faculty member shall retain class records for a minimum of three calendar years beyond the end of a given semester. A Faculty member leaving employment with the College during this period will leave the records, or exact copies, with the academic Associate Dean, or with the division office.
- G. 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. Full-time Faculty members shall participate in the annual College-wide commencement ceremony. Faculty will notify the appropriate Associate Dean if a conflict arises.
- 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:
 - (1) College-funded projects: Determination by the Academic Associate Dean

and the appropriate Academic Dean 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 appropriate administrator 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 promptly respond to any communications and meeting requests during the Spring and Summer months.

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 to supplement or enrich course content when it is appropriate. The Faculty member shall remain present, unless pre-approved by the appropriate Associate Dean.

ARTICLE X EVALUATIONS

The purpose of annual evaluations is to assist Faculty members in successfully achieving their responsibilities. Faculty evaluations will be completed at least annually for all non-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.

Tenured faculty members will complete the relevant sections of the Faculty Evaluation Form of Appendix C every year, and submit it to their respective Associate Dean. Every third year, 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. The Faculty member's Letter of Intent to apply for promotion/tenure will be placed in the Faculty member's Personnel file in Human Resources for this year.

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 the Faculty Evaluation Form (Appendix C) by March 1 of each evaluation year. Faculty are encouraged to attach supporting documentation to the Form. The Faculty member shall sign and email the completed Form by March 1 of each evaluation year to that Faculty member's Associate Dean.
- D. The appropriate Associate Dean or a designated and appropriately trained 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 and appropriately trained Academic Administrator will schedule a meeting with the respective Faculty member to review the completed evaluation. The Associate Dean or a designated and appropriately trained Academic Administrator will explain the rationale for their ratings. After discussion the Form will be signed by both parties and there will be an opportunity for the Faculty member to provide additional comments before the evaluation is placed in the Faculty member's personnel file located in Human Resources.
- F. The Associate Dean or a designated and appropriately trained Academic Administrator will send the completed Form to the Faculty member by May 1 of that same Academic year.
- G. The Faculty member or Associate Dean or a designated and appropriately trained Academic Administrator may attach additional pages to the Form if space in the Form is

insufficient. 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

Non-tenured Faculty shall be disciplined or discharged only for reasons that are not arbitrary or capricious. Tenured Faculty shall not be disciplined or discharged without just cause and any disciplinary action shall be proportionate to the severity of the infraction. 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.

11.4 Disciplinary Process

- A. Any Tenured Faculty 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 with or without pay or terminated effective immediately without going through the ordinary progressive discipline steps.
- B. 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.

- C. 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.
- D. Prior to any disciplinary action being taken, a disciplinary meeting shall be held involving the appropriate administrator and the tenured Faculty member. The Faculty member shall be informed, in writing, of the proposed meeting date and the reason for the disciplinary action.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- E. A tenured Faculty member may initiate a grievance within twenty (20) working days of the notice of non-renewal termination.

11.6 Request for Expedited Arbitration for Discharge of a Tenured Faculty Member

A request for expedited arbitration for a grievance arising from a termination of a tenured faculty member may be filed by the DCFA.

11.7 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.

11.8 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.

11.9 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.

The College shall implement layoffs pursuant to the following order :

- A. Certification/Qualifications necessary for remaining positions, and
- 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. A Faculty member will be removed from the recall list if the Faculty member accepts other employment, or declines a recall offer.

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 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. 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 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.
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 and review outcomes (including General Education Learning Outcomes (GELO)). Learning outcomes conversations 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. Refer to Faculty Compensation Schedule in Appendix A for detailed wage calculations.

14.1.1 Salary Schedule Increases

2022-2023	2.5% increase on salary base
2023-2024	2% increase on salary base, \$250 dollar off-schedule payment to each bargaining member if the College achieves an enrollment of 165,000 contact hours the previous academic year.
2024-2025	2% increase on salary base, \$250 dollar off-schedule payment to each bargaining member if the College achieves an enrollment of 165,000 contact hours the previous academic year.

Items added to base salary:

- A. Teaching experience for each year at Delta: 2022-2023 \$1850; 2023-2024 \$1875; 2024-2025 \$1875
- B. New hires schedule entry: Other teaching experience and/or equated work-related experience (4 years maximum). 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: 2022-2023 \$1850; 2023-2024 \$1875; 2024-2025 \$1875
- C. Total years of experience of items A and B combined is limited to 14 years.
- D. Related course work since completion of the Master's Degree per 3 credit hours to a maximum of 60 semester hours or 20 three-hour units (\$5,760 limit): **\$288**
- E. Related course work since completion of the Bachelor's Degree per 3 credit hours to a maximum of 30 semester hours or 10 three-hour units (\$2,880 limit) – This is applicable only to individuals lacking the Master's Degree: **\$288**
- F. Differential for earned Doctorate paid in total when official notification is received: **\$2,775**
- G. Longevity with 20 completed years of experience at Delta College as of June 30, non-cumulative: Associate Professor is \$600 and Professor is \$1000.
- H. Consistent with current College policy (2022) this agreement, the equivalency of the Master's Degree may be used in determining the Base Salary.

14.1.2 Supplemental Rate by Rank

Faculty will be compensated for Supplemental courses taught at the rates below per equated contact hour:

Instructor:	\$815
Assistant Professor:	\$835
Associate Professor:	\$840
Professor:	\$845

14.1.3 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 (2/3) of in-district tuition.

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

14.1.4 Individual Instruction

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

14.1.5 Substitute Teaching

Substitute teaching at the request of the appropriate Academic Dean for two successive weeks or more for full-time Faculty (Fall/Winter only) will be paid at the higher of the supplemental rate or 50 percent of the pro-rata salary of the substituting Faculty member (Memo of Appointment). Two weeks is defined as 2/15th of the semester contractual commitment of the hours of a given class. Substitute teaching for less than two weeks will be at the supplemental rate.

14.2 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 \$1,100 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 Course Enrollment Overloads Payment Computation

- A. If student enrollment 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 a maximum of two (2) students per course section.

14.8 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.

14.9 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: $\$70,000 / 30 \times 26 = \$60,666$.

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.

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. Premiums will not include cost of autism, infertility, expanded chiropractic and massage therapy through 12/31/2024. 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 health, vision and dental 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 (75/25, \$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 $66 \frac{2}{3}$ 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 C (2.0) 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 (MPSERS): 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 10% 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 Full-Time Faculty member will accrue 10 sick leave days per academic year.
 - a. A Faculty member may use accrued paid sick leave only 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 shall not perform work for another employer while on paid sick leave.
 - c. 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. The Faculty member shall promptly notify students of absences when requested by their Associate Dean.
 - d. Paid sick leave shall be used in one half or whole day increments.
 - e. 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.
 - f. A Faculty member upon returning to work after 3 or more 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.
 - g. Faculty who are on paid sick leave for 3 or more 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.
 - h. A Faculty member who misuses paid sick time for reasons other than the Faculty member's injury/illness or the injury/illness of the Faculty member's immediate family is subject to discipline, up to and including discharge.
 - i. Human Resources or designee may request medical documentation for a Faculty member's injury/illness or the injury/illness of the Faculty member's immediate family.
 - j. Unused paid sick time will not be paid upon a Faculty member's separation of employment.
2. Extended Sick Leave. A Faculty member who is not eligible for long-term disability and who has exhausted their paid sick leave accrual will be considered to be on extended sick leave without pay through the end of their contractual period.

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, during College professional development, or on days immediately preceding or following a College holiday. 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.
 - 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.
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.
- 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.
 - 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 shall 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 committees in the Strategic Equity and Innovations shared governance structure.

- A. The Academic Calendar Committee shall consist of include representatives from academic and student services administration, and five (5) Faculty members, one from each division, with Faculty members serving three-year staggered terms. The College President shall appoint the representatives from Administration, and the DCFA shall appoint the Faculty members.
- B. The recommendations from the Academic Calendar Committee are submitted to the College President and DCFA for their approvals. Final approval of the Calendar is given by the Board of Trustees
- 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).

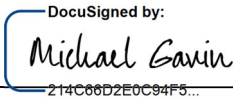
ARTICLE XX DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by both parties, and shall expire on June 30, 2025.

For the DCFA:

For the College:

Signature:  _____
DocuSigned by:
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Signature:  _____
DocuSigned by:
214C66D2E0C94F5...

Printed Name: Matthew Eyre

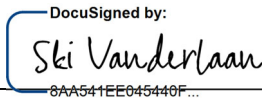
Printed Name: Dr. Michael Gavin

Position: DCFA Chief Negotiator

Position: College President

Date: 8/1/2022

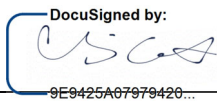
Date: 8/1/2022

Signature:  _____
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Printed Name: Ski VanderLaan

Position: DCFA President

Date: 8/1/2022

Signature:  _____
DocuSigned by:
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Printed Name: Chris Curtis

Position: DCFA Past-President

Date: 7/30/2022

Appendix A Salary Schedule

2022-2023

Bachelor's Degree - Base Salary – Instructor:	\$ 48,362 (2.5%)
Bachelor's Degree - Base Salary – Assistant Professor:	\$ 50,526 (2.5%)
Master's/Doctorate Degree – Base Salary – Instructor:	\$ 56,003 (2.5%)
Master's/Doctorate Degree – Base Salary – Assistant Professor:	\$ 60,411 (2.5%)
Master's/Doctorate Degree – Base Salary – Associate Professor:	\$ 65,791 (2.5%)
Master's/Doctorate Degree – Base Salary – Professor:	\$ 73,468 (2.5%)

Items added to the base earned and approved by June 30:

1. Teaching experience for each year at Delta	\$1,850
2. New hires schedule entry: Other teaching experience and/or equated work-related experience (4 years maximum). 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.	\$1,850
Total years of experience in #1 and #2 combined is limited to 14 years	
3. Related course work since completion of the Master's Degree per 3 credit hours to a maximum of 60 semester hours or 20 three-hour units (\$5,760 limit) (also allowing the second chance submission)	\$288
4. Related course work since completion of the Bachelor's Degree per 3 credit hours to a maximum of 30 semester hours or 10 three-hour units (\$2,830 limit) – This is applicable only to individuals lacking the Master's Degree (also allowing the second chance submission)	\$288

Other Items

--Supplemental pay per equated hour:	Instructor	\$815
	Assistant Professor	\$835
	Associate Professor	\$840
	Professor	\$845
--Professional Development Allowance (PDA):		\$1,100

5. Differential for earned Doctorate paid in total when official notification is received		\$2,775
6. Longevity with 20 completed years of experience at Delta College as of June 30:	Associate Professor	\$600
	Professor	\$1,000

Allowance and Limitations Pertaining to the Schedule:

- A. Consistent with current College Policy (2022) the equivalency of the Master's Degree may be used in determining the Base Salary

2023-2024

Bachelor’s Degree - Base Salary – Instructor:	\$ 49,329 (2.0%)
Bachelor’s Degree - Base Salary – Assistant Professor:	\$ 51,537 (2.0%)
Master’s/Doctorate Degree – Base Salary – Instructor:	\$ 57,123 (2.0%)
Master’s/Doctorate Degree – Base Salary – Assistant Professor:	\$ 61,620 (2.0%)
Master’s/Doctorate Degree – Base Salary – Associate Professor:	\$ 67,106 (2.0%)
Master’s/Doctorate Degree – Base Salary – Professor:	\$ 74,937 (2.0%)

Items added to the base earned and approved by June 30:

1. Teaching experience for each year at Delta	\$1,875
2. New hires schedule entry: Other teaching experience and/or equated work-related experience (4 years maximum). 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.	\$1,875
Total years of experience in #1 and #2 combined is limited to 14 years	
3. Related course work since completion of the Master’s Degree per 3 credit hours to a maximum of 60 semester hours or 20 three-hour units (\$5,760 limit) (also allowing the second chance submission)	\$288
4. Related course work since completion of the Bachelor’s Degree per 3 credit hours to a maximum of 30 semester hours or 10 three-hour units (\$2,830 limit) – This is applicable only to individuals lacking the Master’s Degree (also allowing the second chance submission)	\$288

Other Items

--Supplemental pay per equated hour:	Instructor	\$815
	Assistant Professor	\$835
	Associate Professor	\$840
	Professor	\$845
--Professional Development Allowance (PDA):		\$1,100

5. Differential for earned Doctorate paid in total when official notification is received		\$2,775
6. Longevity with 20 completed years of experience at Delta College as of June 30:	Associate Professor	\$600
	Professor	\$1,000

Allowance and Limitations Pertaining to the Schedule:

Consistent with current College Policy (2022) the equivalency of the Master’s Degree may be used in determining the Base Salary

2024-2025

Bachelor’s Degree - Base Salary – Instructor:	\$ 50,315 (2.0%)
Bachelor’s Degree - Base Salary – Assistant Professor:	\$ 52,568 (2.0%)
Master’s/Doctorate Degree – Base Salary – Instructor:	\$ 58,265 (2.0%)
Master’s/Doctorate Degree – Base Salary – Assistant Professor:	\$ 62,852 (2.0%)
Master’s/Doctorate Degree – Base Salary – Associate Professor:	\$ 68,449 (2.0%)
Master’s/Doctorate Degree – Base Salary – Professor:	\$ 76,436 (2.0%)

Items added to the base earned and approved by June 30:

1. Teaching experience for each year at Delta	\$1,875
2. New hires schedule entry: Other teaching experience and/or equated work-related experience (4 years maximum). 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.	\$1,875
Total years of experience in #1 and #2 combined is limited to 14 years	
3. Related course work since completion of the Master’s Degree per 3 credit hours to a maximum of 60 semester hours or 20 three-hour units (\$5,760 limit) (also allowing the second chance submission)	\$288
4. Related course work since completion of the Bachelor’s Degree per 3 credit hours to a maximum of 30 semester hours or 10 three-hour units (\$2,830 limit) – This is applicable only to individuals lacking the Master’s Degree (also allowing the second chance submission)	\$288

Other Items

--Supplemental pay per equated hour:	Instructor	\$815
	Assistant Professor	\$835
	Associate Professor	\$840
	Professor	\$845
--Professional Development Allowance (PDA):		\$1,100

5. Differential for earned Doctorate paid in total when official notification is received		\$2,775
6. Longevity with 20 completed years of experience at Delta College as of June 30:	Associate Professor	\$600
	Professor	\$1,000

Allowance and Limitations Pertaining to the Schedule:

Consistent with current College Policy (2022) the equivalency of the Master’s Degree may be used in determining the Base Salary

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: _____

College Associate Dean or Dean Grievance Response: _____

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: _____

Faculty Member(s) Participating in Step One Meeting: _____

Vice President Grievance Response: _____

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: _____

Faculty Member(s) Participating in Step Two Meeting: _____

President Grievance Response: _____

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

Full Name:	Division:
Rank:	Academic Year:
Date Form Submitted:	Evaluator:

Section I: Faculty Evaluation Guide Instructions

This Guide should be used to complete the Faculty Evaluation Form in Section II, below. As used in this Guide, “BEDI” means Belonging, Equity, Diversity, and Inclusion.

Category A Demonstrated Teaching Effectiveness

Describe your performance in the areas identified, below, with particular emphasis on engagement in continuous improvement toward excellence in BEDI; innovation; and student academic development, retention, and completion. Contextualized Student feedback may be considered.

- A) Course Design – A representative sampling of course materials from one course taught during the academic year to provide evidence of how you meet one or more course outcomes or objectives. This may include creative or innovative ways that you meet one or more outcomes or objectives, modalities, or course offerings.

- B) Pedagogy
 - 1. *Provide evidence of effective pedagogy to meet stated course learning outcomes and objectives.*
 - Describe examples of teaching techniques, materials used or developed, including new techniques, specific activities aimed at retention and completion, and BEDI practices in pedagogy.
 - May refer to student feedback data.

 - 2. *Demonstrate evidence of a student-centered learning environments.*
 - Describe examples of group projects, student presentations, or other teaching activities.

- C) Assessment of Student Learning

Provide evidence of active participation in the assessment of student learning,

including the implementation of changes to improve student learning.

- Describe the assessment project(s) individually for your classes, or globally for Gen Ed or Program Learning Outcomes.

Category B
Demonstrated Professional Development

Describe your formal and informal professional development activities related to continuous improvement in teaching effectiveness, with an emphasis in BEDI; innovation; and student academic development, retention, and completion. This does not have to be an exhaustive list but is meant to focus on highlights since your last evaluation.

A) Provide evidence of continued education in the subject area. Examples include:

- Degrees earned and in progress, certifications or licenses earned, courses taken for credit, workshops, webinars, conferences, professional meetings,
- Book reviews completed in your subject area,
- Research completed for program review or other purposes, and
- Site visits made for purpose of keeping current in your field.

B) Provide evidence of involvement in college workshops or developmental activities.

- List titles and dates of college workshops, training, and developmental activities attended.

C) Describe presentations at area conferences, workshops, or faculty development activities.

- List titles, dates, and events of presentations to division meetings, Faculty Forum, College Board of Trustees meetings, FCTE event, or faculty development event.
- List titles, dates, and events of presentations to off-campus meetings, professional group meetings, or area conferences (related to your subject area(s)).

D) Demonstrate contributions to the professional community (authoring of book or articles; holding offices; consulting; receiving awards/honors; presentations to professional, national, or discipline-related conferences).

Category C
Demonstrated Leadership (if applicable)

Describe your leadership activities related to your teaching assignment and BEDI; innovation; and student academic development, retention, and completion. Examples of demonstrated leadership in your instructional field may include leading collaborative work (such as writing

textbooks or OERs with a collective group), appropriate elected/appointed internal or external leadership roles in professional and community organizations, and leading organized student activities.

- A) *Provide evidence of active leadership on division, faculty, and college committees including program advisory committee.*
 - Describe any leadership responsibilities you had while serving on any of the above committees.
- B) *Provide evidence of active leadership on State, regional, and/or national committees.*
- C) *Demonstrate added value to the College community, including students, through leadership influence.*
- D) *Demonstrate mentoring of Faculty and students.*

Category D
Demonstrated Service to Delta College

Describe your service to Delta College emphasizing BEDI; innovation; and student academic development, retention, and completion; 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; 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.

- A) *Provide evidence of active participation in program and /or College accreditation processes and Program Review processes.*
- B) *Provide evidence of service with community entities to promote Delta College.*
- C) *Provide evidence of involvement in student and/or College-related community activities.*
- D) *Provide evidence of active participation on division, Faculty, and college committees including program advisory committees.*

Category E
Demonstrated Collegiality and Collaboration

Describe your collegiality and collaboration with Delta College employees. This is not an exhaustive list but is meant to focus on highlights since your last evaluation.

- A) *Demonstrate evidence of collegiality with Delta College Faculty and staff colleagues.*

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.

<p>Category A: Demonstrated Teaching Effectiveness. Describe your performance in the areas identified below, with particular emphasis on engagement in continuous improvement toward excellence in BEDI; innovation; and student academic development, retention, and completion. Contextualized student feedback may be considered. Your description should include all areas listed in the Guide for Category A, and write “N/A” if an area is not applicable.</p>	<p><u>Self-Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME</p>
<p>Goal(s) on Last Evaluation and Progress Towards Those Goals Since Last Evaluation (reflect on activities pursued since your last evaluation, and their impact on your teaching and student success):</p>	

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

Category B: Demonstrated Professional Development. Describe your formal and informal professional development activities related to continuous improvement in teaching effectiveness, with an emphasis in BEDI; innovation; and student academic development, retention, and completion. This does not have to be an exhaustive list but is meant to focus on highlights since your last evaluation. Your description should include all areas listed in the Guide for Category B, and write “N/A” if an area is not applicable.	<u>Self-Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
Goal(s) on Last Evaluation and Progress Towards Those Goals Since Last Evaluation: (reflect on activities you have pursued since last evaluation, and the impact on your professional development):	

Data Used to Evaluate Professional Development Goals:	
Professional Development Goal(s) For Next Evaluation:	
Associate Dean Comments:	<u>AD Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME

Category C: Demonstrated Leadership (if applicable). Describe your leadership activities related to your teaching assignment and BEDI; innovation; and student academic development, retention, and completion. Examples of demonstrated leadership in your instructional field may include leading collaborative work (such as writing textbooks or OERs with a collective group), appropriate elected/appointed internal or external leadership roles in professional and community organizations, and leading organized student activities. Your description should include all areas listed in the Guide for Category C, and write “N/A” if an area is not applicable.	<u>Self-Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
Goal(s) on Last Evaluation and Progress Towards Those Goals Since Last Evaluation (reflect on activities you have pursued since last evaluation, and the impact on your leadership):	

Data Used to Evaluate Leadership Goals:	
Leadership Goal(s) For Next Evaluation:	
Associate Dean Comments:	<u>AD Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME

Category D: Demonstrated Service to Delta College. Describe your service to Delta College emphasizing BEDI; innovation; and student academic development, retention, and completion; 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; and involvement in student and/or College-related community activities. This is not an exhaustive list but is meant to focus on highlights. Your description should include all areas listed in the Guide for Category D, and write “N/A” if an area is not applicable.	<u>Self-Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
Goal(s) on Last Evaluation and Progress Towards Those Goals Since Last Evaluation: (reflect on activities you have pursued since last evaluation, and the impact on your service to Delta College):	

Data Used to Evaluate Service Goals:	
Service Goal(s) For Next Evaluation:	
Associate Dean Comments:	<u>AD Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME

Category E: Describe your collegiality and collaboration with Delta College employees. This is not an exhaustive list but is meant to focus on highlights since your last evaluation.	<u>Self-Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME
Goal(s) on Last Evaluation and Progress Towards Those Goals Since Last Evaluation (reflect on activities you have pursued since last evaluation, and the impact on your collegiality and collaboration):	

Data Used to Evaluate Collegiality and Collaboration Goals:	
Collegiality and Collaboration Goal(s) For Next Evaluation:	
Associate Dean Comments:	<u>AD Rating:</u> <input type="checkbox"/> ME/EE <input type="checkbox"/> PME <input type="checkbox"/> DNME

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.

Faculty member has growth opportunity(ies) in the following areas (if applicable): <input type="checkbox"/> Teaching Effectiveness: _____ <input type="checkbox"/> Professional Development: _____

- Leadership: _____
- Service to Delta College: _____
- Collegiality and Collaboration: _____

Associate Dean Comments:

Evaluation Meeting Time/Date: _____ on _____
 Faculty Initials: _____

Performance Improvement Plan: Yes (Attach) 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)

Appendix D Personal Improvement Plan Form

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

Part A: Performance Improvement Plan Elements (to be filed with Human Resources when developed)

<p>1. Identification of the area(s) requiring improvement:</p> <ul style="list-style-type: none"> <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:
<p>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:</p>
<p>3. Establish a timeline for meeting each goal:</p>
<p>4. Describe how the Associate Dean/designee will evaluate the completion of the performance improvement plan goal(s) at the end of the timeline:</p>

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)

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

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 2022

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

Winter Semester (15 weeks January 8 – April 29)

January 8	7 a.m.	Saturday	Classes Begin
January 17	7 a.m.	Monday	Martin Luther King, Jr. Day
January 21	8 a.m.	Friday	Winter Learning Day
March 1	11 p.m.	Tuesday	First 7½-Week Ends
March 2	7 a.m.	Wednesday	Second 7½-Week Begins
March 7-12		Mon. – Sat.	Mid-semester Break - No Classes
March 13	7 a.m.	Sunday	Classes Resume
March 25	11 p.m.	Friday	10-Week Classes End
April 8	11 p.m.	Friday	12-Week Classes End
April 17		Sunday	No Classes
April 18	7 a.m.	Monday	Classes Resume
April 29	11 p.m.	Friday	End of Winter Semester
May 3	2 p.m.	Tuesday	Grades Due

Spring Summer Semester (15 weeks May 9 – August 18)

May 9	7 a.m.	Monday	Classes Begin
May 30		Monday	Memorial Day – No Classes
May 31	7 a.m.	Tuesday	Classes Resume
July 4		Monday	No Classes
July 5	7 a.m.	Tuesday	Classes Resume
August 18	11 p.m.	Thursday	Classes End
August 23	2 p.m.	Tuesday	Grades Due

Fall Semester (15 weeks August 27 – December 18)

August 23-25		Tues. – Thur.	Learning Days
August 27	7 a.m.	Saturday	Classes Begin
Sept. 3-6		Sat. – Tues.	No Classes
September 7	7 a.m.	Wednesday	Classes Resume
October 18	11 p.m.	Tuesday	First 7 ½-Week Classes End
October 19	7 a.m.	Wednesday	Second 7 ½-Week Classes Begin
November 4	11 p.m.	Friday	10-Week Classes End
November 18	11 p.m.	Friday	12-Week Classes End
Nov. 23-27		Wed. – Sun.	Thanksgiving Break – No Classes
November 28	7 a.m.	Monday	Classes Resume
December 18	11 p.m.	Sunday	End of Fall Semester
December 20	2 p.m.	Tuesday	Grades Due

The MOU can be found on the [President's Office](#) portal page.

Delta College Calendar 2023

This calendar accommodates any course meeting for a full 15-week Fall or Winter Semester. Please note only 13 Mondays and 14 Tuesdays are scheduled for the Spring Summer Semester. Individuals responsible for scheduling must ensure that classes which do not meet during these time frames have the proper number of contact hours. Winter Semester (15 weeks January 7 – April 28)

Winter Semester (15 weeks January 7 – April 28)

January 7	7 a.m.	Saturday	Classes Begin
January 16	7 a.m.	Monday	Martin Luther King, Jr. Day
January 20	8 a.m.	Friday	Winter Learning Day
February 28	11 p.m.	Tuesday	First 7½-Week Ends
March 1	7 a.m.	Wednesday	Second 7½-Week Begins
March 6-11		Mon. – Sat.	Mid-semester Break - No Classes
March 12	7 a.m.	Sunday	Classes Resume
March 24	11 p.m.	Friday	10-Week Classes End
April 7	11 p.m.	Friday	12-Week Classes End
April 9		Sunday	No Classes
April 10	7 a.m.	Monday	Classes Resume
April 28	11 p.m.	Friday	End of Winter Semester
May 2	2 p.m.	Tuesday	Final Grades Due

Spring Summer Semester (15 weeks May 8 – August 17)

May 8	7 a.m.	Monday	Classes Begin
May 29		Monday	Memorial Day – No Classes
May 30	7 a.m.	Tuesday	Classes Resume
June 29	11 p.m.	Thursday	Spring Classes End
July 3-4		Mon. – Tues.	No Classes
July 5	7 a.m.	Wednesday	Summer Classes Start
August 17	11 p.m.	Thursday	Classes End
August 22	2 p.m.	Tuesday	Final Grades Due

Fall Semester (15 weeks August 26 – December 17)

August 22-24		Tues. – Thur.	Learning Days
August 26	7 a.m.	Saturday	Classes Begin
Sept. 2-5		Sat. – Tues.	No Classes
September 6	7 a.m.	Wednesday	Classes Resume
October 17	11 p.m.	Tuesday	First 7 ½-Week Classes End
October 18	7 a.m.	Wednesday	Second 7 ½-Week Classes Begin
November 3	11 p.m.	Friday	10-Week Classes End
November 17	11 p.m.	Friday	12-Week Classes End
Nov. 22-26		Wed. – Sun.	Thanksgiving Break – No Classes
November 27	7 a.m.	Monday	Classes Resume
December 17	11 p.m.	Sunday	End of Fall Semester
December 19	2 p.m.	Tuesday	Final Grades Due

Delta College Calendar 2024

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

Winter Semester (15 weeks January 6 – April 26)

January 6	7 a.m.	Saturday	Classes Begin
January 15	7 a.m.	Monday	Martin Luther King, Jr. Day
January 19	8 a.m.	Friday	Winter Learning Day
Feb 27	11 p.m.	Tuesday	First 7½-Week Ends
Feb 28	7 a.m.	Wednesday	Second 7½-Week Begins
March 4-9	Mon. – Sat.	Mid-semester Break - No Classes	
March 10	7 a.m.	Sunday	Classes Resume
March 22	11 p.m.	Friday	10-Week Classes End
March 31		Sunday	No Classes
April 1	7 a.m.	Monday	Classes Resume
April 5	11 p.m.	Friday	12-Week Classes End
April 26	11 p.m.	Friday	End of Winter Semester
April 30	2 p.m.	Tuesday	Grades for 15-week classes Due

Spring Summer Semester (15 weeks May 6 – August 15)

May 6	7 a.m.	Monday	Classes Begin
May 27		Monday	Memorial Day – No Classes
May 28	7 a.m.	Tuesday	Classes Resume
July 4-7		Thurs-Sunday	No Classes
July 8	7 a.m.	Monday	Classes Resume
August 15	11 p.m.	Thursday	Classes End
August 20	2 p.m.	Tuesday	Grades for 15-week classes Due

Fall Semester (15 weeks August 24 – December 15)

August 19-21		Mon-Wed.	Learning Days
August 24	7 a.m.	Saturday	Classes Begin
Aug 31-Sep 3		Sat. – Tues.	No Classes
September 4	7 a.m.	Wednesday	Classes Resume
October 19	11 p.m.	Saturday	First 7 ½-Week Classes End
October 20	7 a.m.	Sunday	Second 7 ½-Week Classes Begin
November 5	11 p.m.	Tuesday	10-Week Classes End
November 19	11 p.m.	Tuesday	12-Week Classes End
Nov. 27- Dec 1		Wed. – Sun.	Thanksgiving Break – No Classes
Dec 2	7 a.m.	Monday	Classes Resume
December 15	11 p.m.	Sunday	End of Fall Semester
December 17	2 p.m.	Tuesday	Grades for 15-week classes Due

Appendix F
Compensation for Discipline and Program Coordinators, Administrative Assignments and Self-Study Reports

1. 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. The College retains discretion to add, reduce, or eliminate such assignments.

Supplemental and release awards for the 2022-23 academic year shall remain the same as that earned during the 2021-22 academic year. The parties shall analyze these awards for potential changes beginning with the 2023-24 academic year.

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).

Additional points may be awarded, when agreed between the coordinator and the Academic Administration, for significant additional responsibilities. At the conclusion of the administrative assignment, the College and the DCFA will review the assignment and determine if it should be renewed.

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

Element	Points Assigned
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

Sum of Points based on the Formula	Annual Reassigned Time
1 point	1 reassigned hour
2 points	2 hours
3 points	3 hours
4 points	4 hours
5 points	5 hours
6 points	6 hours
7 points	7 hours
8 points	8 hours
9 points	9 hours
10 points	10 hours
11 points	11 hours
12 points	12 hours
13 points	13 hours
14 points	14 hours
15 points	15 hours

B. Current List of Discipline Coordinators

ACC (Accounting)
ART (Art)
ASL (American Sign Language)
BIO (Biology)
CJ (Criminal Justice)
COM (Communications)
CST (Computer Science Technology)
ECN (Economics)
ENG (English)
ET (Electrical Technology)
GLG (Geology)
HIS (History)
LSP (Legal Support Professional)
LW (Lifelong Wellness)
MGT (Management)
MTH (Math)
MUS (Music)
PHL (Philosophy)
POL (Political Science)
PSC (Physical Sciences)

PSY (Psychology)
SPA (Foreign Languages)
SOC (Sociology)

C. Compensation for Program Coordinators

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

D. 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

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

Agree to add rubric agreed upon between the Parties in their February 24, 2022 MOU.

February 24, 2022 Memorandum of Understanding Document

Program	# of standards	L evel	# of sub standards	L evel	# of questions	L evel	# of pages Narrative	L evel	# of pages Cur Doc	L evel	# Exhibits	L evel	# of pgs Exhibits	L evel	Grand Total Points	W h o a n d h o w m u c h	Total # of supplement 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	
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[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, 96]

DELTA COLLEGE TUITION WAIVER PROGRAM AGREEMENT

04-01-19

Benefits

In accordance with the Delta College Tuition Waiver Program, 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 C (2.0) or better or a Pass grade (P). Classes in which the student receives a grade of C-, D+, D, 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 C (2.0) 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
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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)

- | | | |
|---|---|---|
| <input type="checkbox"/> Full-time Regular Employee | <input type="checkbox"/> Full-time / Spouse | <input type="checkbox"/> Full-time / Dependent Child* |
| <input type="checkbox"/> Retired FT Regular Employee | <input type="checkbox"/> Retiree / Spouse | <input type="checkbox"/> Retiree / Dependent Child* |
| <input type="checkbox"/> Part-time Regular Employee | <input type="checkbox"/> Deceased Employee / Spouse | <input type="checkbox"/> Deceased Employee / Dependent Child* |
| <input type="checkbox"/> 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
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For Student Finance Use Only			
Semester: _____	Verified by: _____	Cost Center: _____	Amount Waived: \$ _____ Date: _____

