

Lecturer-as-Needed Handbook



Delta College

Last Updated: January 1, 2023

Lecturer-as-Needed Handbook



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1. COLLEGE POLICIES AND PROCEDURES

Each Lecturer-As-Needed (Lecturer) shall abide by all College Board Approved Policies (<https://www.delta.edu/employees/board-approved-policies/index.html>) as well as applicable College procedures including:

- A. **Adverse Weather:** <https://www.delta.edu/employees/procedures/adverse-weather-pay.html>
- B. **Direct Deposit of Pay:** <https://www.delta.edu/employees/procedures/direct-deposit.html>
- C. **Disability/Reasonable Accommodations:** <https://www.delta.edu/employees/procedures/disability-reasonable-accommodations.html>
- D. **Injury Accident Reporting:** <https://www.delta.edu/employees/procedures/injury-accident-report.html>
- E. **Regulations and Rules of Conduct:** <https://www.delta.edu/employees/procedures/regulations-and-rules-of-conduct.html>
- F. **Retirement:** <https://www.delta.edu/employees/procedures/retirement-mpsers.html>
- G. **Tax Sheltered Annuities:** <https://www.delta.edu/employees/procedures/tax-shelter-annuities.html>

2. HANDBOOK OVERVIEW

In the event of a conflict between any Board Approved Policies, College procedures, and this Handbook, this Handbook shall control.

This Handbook is subject to unilateral change in whole or in part by the College at any time. The College reserves the right to amend, modify, suspend, interpret, delete, or change this Handbook, without advance notice, in its sole discretion, without having to give cause, justification, or consideration to any employee.

Neither this Handbook as a whole nor any specific provision within this Handbook is intended to create or confer a property interest in any person's continued employment with the College. College employment is terminable at the will of either the College or the employee.

3. LECTURER POSITION OVERVIEW

An annual appointment for at least 15 contact hours in Fall and 15 contact hours in Winter commencing January 1 and ending December 31 or commencing August 1 and ending June 30. The position is used to fill unexpected vacancies that are expected for more than one semester or to meet student enrollment needs. Benefits are provided on an annual basis.

This assignment is primarily a teaching assignment.

Lecturer positions will be posted locally, at minimum. Lecturer positions will be temporary in nature and should not exceed two years, unless mutually agreed upon by the College and the Delta College Faculty Association (DCFA), without consideration of the discipline or program requiring a full-time position, which will require a national search.

Upon hire, each Lecturer shall participate in orientation as determined by the College Administration. Each Lecturer shall also participate in monthly division meetings, required College training and Learning Days. Lecturers are welcome to use the services and resources provided by the Faculty Center for Teaching Excellence (FCTE).

Lecturer positions are not adjunct positions, and are excluded from the DCFA bargaining unit. Years spent in a Lecturer position do not count toward promotion or tenure at the College.

Lecturer positions will be paid a flat rate salary of \$40,000 per year in year one and, if reappointed for a second year, will be paid \$41,000 in year two. Supplemental pay for hours taught above 30 will be paid at a rate of \$743 per equated hour. If a Lecturer does not teach a total of 30 contact hours during Fall and Winter combined, the Lecturer shall teach the remainder of those hours in Spring or Summer as determined by the College.

Regular and reliable attendance is an essential job function of each Lecturer position. The College retains the exclusive right to establish work days, hours, and schedules of all Lecturers.

Each Lecturer shall abide by work rules set by the College Administration, including the work rules in this Handbook.

3.1 Appointment and Subsequent Appointment of Lecturers:

Applicants for Lecturer positions must possess qualifications consistent with the standards of Delta College and the Higher Learning Commission.

Hiring process: The Human Resources Office will screen the initial applicant pool. The appropriate associate dean and program/discipline coordinator will review the applications and conduct interviews. The recommendation to hire will be forwarded by the associate dean to the appropriate academic dean and vice president of instruction and learning services (VPILS). The College President will make the final decision on hiring.

Recommendation for subsequent appointment (not to exceed two years without the mutual agreement of the Administration and the DCFA) should be made by March of the preceding year (for positions that begin in August) or in September of the preceding year (for positions that begin in January). Subsequent appointment will be made based on the recommendation of the appropriate Associate Dean, Academic Dean, and the VPILS.

The College President will make the final decision regarding reappointment no later than April 30 of the preceding academic year (for positions that begin in August) or by October 31 of the preceding year (for positions that begin in January).

Due to the temporary nature of this position there is no obligation on behalf of the College to appoint a Lecturer for a second year.

After two years, the Administration will consider the need for the position. If the need exists, consideration will be made for a tenure-track position.

Candidates that served in Lecturer positions may not be converted to one-year renewable or tenure-track positions. Candidates that held the Lecturer positions are welcome to apply for one-year or tenure-track positions as they become available.

4. LECTURER RIGHTS AND RESPONSIBILITIES

4.1 Academic Freedom

A. Academic Freedom with Methods and Materials

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

B. Academic Freedom in Curriculum

Lecturers 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

This Handbook 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 Lecturer 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 Lecturers own the Intellectual Property rights (i.e. Copyrightable Work) to the Scholarly Works they create. The College recognizes the value to the College of Lecturer expertise represented in Lecturer developed instructional materials.

A. 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 Lecturer 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 a Lecturer 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 Lecturer 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.

B. Separate Agreements

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

C. Copyrightable Works Created or Developed by a Lecturer

1. Ownership

- a. Subject to any Separate Agreement to the contrary, the Lecturer will generally retain ownership of all rights, title, and interest in any Copyrightable Work unless that work is:
 - Created by Lecturer 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
 - Specifically designated, commissioned or sponsored by the College prior to the creation of the Copyrightable Work; or
 - Funded through the College by gifts, donations, grants, or stipends.
- b. Exception for Instructional Materials
 - Subject to any Separate Agreement to the contrary, the College will recognize ownership to all rights, title, and interest in Lecturer who creates or develops Instructional Materials, unless the Lecturer uses Substantial Resources in the development of the Instructional Materials. If Lecturer 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.
 - Subject to any Separate Agreement to the contrary, if Instructional Materials are jointly created with the College or other College Employees, the College and Lecturers shall jointly own all rights, title, and interest in the Instructional Materials.
- c. Exception for Pre-Existing Copyrightable Works
 - Copyrightable Works developed and pre-existing at the time of the Lecturer's employment with the College are exempt from this Handbook, provided that written disclosure describing the Copyrightable Work is made to the College within thirty (30) days of employment.
 - If the Lecturer 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 Handbook.

d. Exemption for Scholarly Work

Subject to a Separate Agreement to the contrary, a Lecturer 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 Lecturer.

D. 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 Lecturer 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 Lecturer 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 Lecturer leave Delta College, notwithstanding anything to the contrary in this Handbook, Instructional Materials may also be utilized by the Lecturer who created them, unless the College and Lecturer 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 Employment Outside College

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

4.5 Conflict of Interest

A conflict of interest exists where a Lecturer's duties for the College are or can be compromised by the pursuit of the Lecturer's other interests. A Lecturer 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.

4.6 Acceptable Use of College Resources

Each Lecturer 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.

Each Lecturer shall have no expectation of privacy in connection with their use of College property and equipment. The College reserves the right to search any employee's office, desk, files, computer, or other College property or technology issued or provided for employee's use during the employee's employment with the College. Searches may be conducted at any time, at the District's discretion. Searches of employees' personal effects will comply with federal and state constitutions, laws, and regulations.

5. ASSIGNMENT AND LOAD

5.1 Division/Discipline/Program Assignment

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

5.2 Supplemental Contact Hours

Supplemental pay for hours taught above 30 will be paid at a rate of \$743 per equated hour. If a Lecturer does not teach a total of 30 contact hours during Fall and Winter combined, they shall teach the remainder of those hours in Spring or Summer as determined by the College.

5.3 Definition of Contact Hour/Length of Class Session

Total number of contact hours must meet the instructional contact hours defined by the curriculum. Each semester, the College 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.

6. INSTRUCTION-RELATED DUTIES AND RESPONSIBILITIES

6.1 Student Office Hours

During semesters in which a Lecturer is scheduled to teach, each Lecturer shall maintain a total of at least five (5) posted open Student Office Hours per week to be available to students. Each Lecturer 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 Lecturer shall submit a Student Office Hours schedule, identifying the times and days of the week that Lecturer 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

Lecturer shall be given an opportunity to review and discuss their respective positions, but the Associate Dean shall have the right to set the final Student Office Hours for the Lecturer.

- B. By the end of the second (2nd) week of classes, each Lecturer shall (1) post that Lecturer's Student Office Hours in a College-approved location; (2) amend as necessary syllabi for each class taught by that Lecturer, include the Lecturer'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 Lecturer 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 Lecturer is scheduled to teach, the Lecturer shall be available to meet with students. If a Lecturer is teaching less than a full base load, a reduced amount of Student Office Hours may be approved by the Associate Dean or designee.

6.2 Work

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

A. Work Year

Each Lecturer'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.

6.3 Taking and Recording Attendance

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

6.4 Grading

- A. Each Lecturer will promptly provide academic progress evaluation(s) of their students when requested.
- B. Each Lecturer 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 Lecturer 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 Lecturer of record will maintain student grade records in the gradebook feature of the College-approved

Learning Management System (LMS). Each Lecturer 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 Lecturer shall retain class records for a minimum of three calendar years beyond the end of a given semester. A Lecturer 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 Lecturer 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.

6.5 Adding Students to a Section

The College has the right to assign, at any time, a student to any course section taught by any Lecturer.

6.6 Final Student Performance Assessment(s)

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

6.7 Disruptive Student Behavior

A Lecturer 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. A Lecturer who imposes a one-day suspension shall promptly report the incident to the academic Associate Dean.

6.8 Non-Instructional-Related Duties and Responsibilities

- A. **Mandatory Meetings.** Mandatory meetings are meetings that each Lecturer shall attend during the months of September through April of each academic year during normal College business hours. A Lecturer may be excused from any Mandatory meeting with the approval of their respective Associate Dean. Mandatory meetings include the following:

- 1. 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.

- 2. Discipline Meetings

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

- 3. 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) day during normal business hours during Winter semester.

- 4. Required College Training

The College may require Lecturers to participate in specific College mandated training such as orientation, FERPA compliance, Title IX, Cyber Security, etc.

6.9 Recordings

A student is permitted to record instruction if permission is given from the Lecturer or recording is authorized by state or federal law. No Lecturer shall prohibit a student from recording instruction when identified as a reasonable accommodation.

6.10 Students with Disabilities

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

6.11 Academic Coursework Integrity and Grade Disputes

Student academic coursework integrity and grade disputes shall be resolved consistent with College policy.

6.12 Speakers – Guest

A Lecturer may invite outside speakers to supplement or enrich course content when it is appropriate. The Lecturer shall remain present, unless pre-approved by the appropriate Associate Dean.

7. PROBLEM-SOLVING PROCEDURE

It is important that College administration and employees maintain effective communications and understanding. The College believes that this is essential to the accomplishment of the College's goals and objectives, as well as the goals and objectives of the College's employees.

When matters of interpretation or application of the content of this Handbook or of College policies, procedures, guidelines, rules, or regulations arise, employees are encouraged to discuss such matters with their Associate Dean. College administration will then explore potential resolution of the problem or concern. While not all problems or concerns may be resolved to an employee's satisfaction, the College administration is committed to resolve conflicts whenever feasible.

If your concern involves an issue of discrimination or harassment based upon religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity, arrest record, veteran status, disability or other classification protected by state or federal law, you should contact the College's Equity Officer, or

Director of Human Resources and, if an informal resolution is not possible, you should use the College's Grievance Procedure for Equal Opportunity/Equity Concerns.

Human Resources, 989-686-9107

Vice President of Instruction / Learning Services, 989-686-9298

8. PROFESSIONAL STANDARDS

8.1 Professional and Ethical Behavior

Each Lecturer shall behave ethically and professionally toward all College stakeholders.

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

8.2 Professional Conduct Toward Students

Each Lecturer shall behave professionally toward students and maintain appropriate boundaries as intellectual guides and mentors. Lecturers shall make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's performance. Lecturers shall maintain student information confidentially to the maximum extent required by state and federal law. Lecturers 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 Lecturers who bear authority and accountability as educators, mentors, and evaluators. Except for a spouse, during the time a Lecturer is responsible for academic supervision of a student, a personal relationship of a romantic nature, even if consensual, is prohibited. Lecturers shall adhere to work rules and College policies concerning their interactions with students.

8.3 Standards for Discharge

Lecturers are at-will employees and may be discharged by the College at any time for any reason or for no reason. Lecturers shall adhere to work rules and College policies concerning professional conduct and shall not violate state or federal law prohibiting unlawful discrimination or retaliation.

8.4 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 Lecturers may review the contents of their entire personnel file with reasonable notice.

9. LAYOFF

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

10. COMPENSATION

10.1 Mileage & Travel Expenses

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

10.2 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 Lecturer shall not be entitled to any additional compensation for those students, unless otherwise determined by the College..
- B. A Lecturer may voluntarily add/overload additional student(s) to a specific course section if the Lecturer's Associate Dean approves.. A Lecturer may add/overload a maximum of two (2) students per course section, and the Lecturer shall not be entitled to any additional compensation for those students, unless otherwise determined by the College.

11. EVALUATIONS

11.1 Evaluation Schedule

Evaluation of Lecturers occurs on a regular basis. Generally, this evaluation is done by the discipline coordinator or discipline faculty, or by the Associate Dean depending on the division process. Approved divisional/discipline guidelines are used in this process. Each Lecturer shall administer the Student Feedback to Instructor form to students in each class each semester and the Lecturer shall promptly submit completed forms to the Division Office. Evaluations may include the following:

- Classroom observation.
- Review of course materials: syllabi, assignments, exams, quizzes, assessments.
- Sample student work.
- Other relevant information and processes as determined by the Discipline Faculty or Associate Dean.

The results of the evaluation will be shared with the Lecturer, discipline chair and the Associate Dean.

12. BENEFITS

12.1 Fringe Benefits

A. Medical (including Hearing)

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.

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. 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 and shall pay the amount identified in the invoice to the College by the deadline specified in that invoice.

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 Lecturer shall have an opportunity to review, enroll in or make changes to their health and vision 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.

B. Vision

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

C. 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.

12.2 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%.

13. ABSENCES/LEAVES

13.1 Absences

Each Lecturer shall attend each scheduled class assigned to that Lecturer, unless the Lecturer (1) notifies that Lecturer's Associate Dean and the Lecturer's students of the Lecturer's anticipated absence as soon as possible before class, and (2) arranges for a substitute to teach the class or promptly schedules a make-up class on terms approved by the Associate Dean.

13.2 Paid Leaves

A. Sick leave: Lecturer will accrue 12 sick days per year.

Sick leave is accrued at a rate of 3.7 hours per pay period worked on a bi-weekly basis, up to the maximum of 12 sick days per year.

1. A Lecturer may use accrued sick leave only for that Lecturer's injury/illness or the injury/illness of that Lecturer's immediate family (spouse, parent, child).
2. Sick time may be used in no less than one half or whole day increments.
3. A Lecturer shall not perform work for another employer while on sick leave.
4. A Lecturer who wants to use sick leave shall notify their Associate Dean at least 1 hour before their regularly scheduled class starting time.
5. Unused sick time will not be paid upon separation of employment.
6. Upon returning to work after four or more consecutive days of sick leave, or release from a hospital, the Lecturer must submit a statement to the Human Resources Office indicating full release to return to work without restrictions, or indicating specific restrictions under which employment could be resumed.
7. Human Resources or designee may request medical documentation for a Lecturer's injury/illness or the injury/illness of that Lecturer's immediate family.

B. Jury Duty Leave

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

13.3 Unpaid Leaves

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

B. **FMLA.** Lecturer 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.

ACKNOWLEDGEMENT OF HANDBOOK

I have received a copy of the Lecturer-As-Needed Handbook (last updated January 1, 2023). I understand that this Handbook is designed to acquaint me with the personnel policies, procedures, and standards of the College which govern my employment, and I agree to its terms. I understand that the College reserves the right to amend, modify, suspend, interpret, delete, or change this Handbook, without advance notice, in its sole discretion, without having to give cause, justification, or consideration to any employee. I further understand that I am an at-will employee and may be discharged by the College at any time for any reason or for no reason.

I recognize that I am responsible for knowing and complying with this Handbook's provisions and updates, as well as College policies, procedures, and rules. I further recognize that I have been given the opportunity to meet with my supervisor to discuss any or all of the information included with in this Handbook.

Employee Name (printed)

Employee Signature

Date