
**Daniel Matthew College
Adjunct Faculty Agreement**

Between

Board of Trustees
Daniel Matthew College
Missouri College District No. 128

And

Daniel Matthew College
Adjunct Faculty Association

2020 - 2021

through

2021-2023

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AGREEMENT

This AGREEMENT is entered into this ___ day of _____, 20__, by and between the BOARD OF TRUSTEES OF DANIEL MATTHEW COLLEGE, DISTRICT No. 128 (hereinafter referred to as the "Board" or the "College") and the DANIEL MATTHEW COLLEGE ADJUNCT FACULTY ASSOCIATION (DMCEAFA) an affiliate of the NEA/IEA (hereinafter referred to as the "Association"), and only applies to said parties.

PREAMBLE

WHEREAS, the parties agree to continue to work together harmoniously and to promote and maintain relations between the Board and the Association which will serve the best interests of all concerned, and

WHEREAS, the Board and the Association do hereby agree that the welfare of the student is paramount in the operation of the system and will be promoted by both parties, and

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the adjunct faculty insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Daniel Matthew College and are consonant with the paramount interests of the public and the students of Daniel Matthew College, and

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise provided for the salaries, fringe benefits, and conditions of employment of the adjunct faculty members covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of Daniel Matthew College, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I
DEFINITIONS

This Agreement shall incorporate the definitions enumerated below:

- A. **Board** - The terms "Board" or "Board of Trustees" shall mean the Board of Trustees of Daniel Matthew College District No. 128 operating as Daniel Matthew Ecclesiastical College, as established and pursuant to Missouri Statutes, Chapter 355, and its authorized representatives.
- B. **College** - The term "College" shall mean Daniel Matthew College and its authorized representatives. The terms "Board" and "College" are used interchangeably in this Agreement.
- C. **Adjunct Faculty** - The terms "faculty", "faculty member", or "adjunct faculty member" shall mean those employees specifically included in the bargaining unit as set forth in Article III, Section 3.1 of this Agreement.
- D. **Working Days** - The term "working days" shall include Mondays through Friday on days when credit classes are in session, and administrative offices are open, except where otherwise indicated.
- E. **Calendar Days** - The term "calendar days" shall mean all days, including those when credit classes are not in session.
- F. **Academic Year** - Fall, Spring and Intersession (during the months of December and January) semesters.
- G. **Calendar Year** - January 1 to December 31.
- H. **Credit Hour** - Academic unit awarded to student. Credit hours are determined according to the Daniel Matthew Ecclesiastical College Board's Administrative Rules and is/was determined when the course was approved.
- I. **Contact Hour** - Hours of classroom and/or online instruction of a course (800 minutes' equals

one contact hour). Contact hours are determined according to the Illinois Community College Board's Administrative Rules and is/was determined when the course was approved.

ARTICLE II
TERM OF AGREEMENT

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect until 11:59 p.m. on the day prior to adjunct faculty reporting to work for the 2018-2019 academic year. It shall automatically be renewed from year to year unless either party shall notify the other in writing at least ninety (90) days prior to the end of the contract.

ARTICLE III
RECOGNITION AND REPRESENTATION

Section 3.1 Recognition

The Board of Trustees of Daniel Matthew Ecclesiastical College, Missouri College District 128 (hereinafter the "Board") or its agents, hereby recognize the Daniel Matthew College Adjunct Faculty Association, (hereinafter referred to as the "Adjunct Faculty Association"), as the exclusive and sole collective bargaining representative for all adjunct faculty currently employed at Daniel Matthew College (including adjunct faculty members who provide instruction in ESL, ABE, and ASE programs, and who meet the College's minimum requirements for the teaching of transferable credit or professional hours) who provide a minimum of three (3) credit/professional hours of instruction per academic semester for at least four (4) consecutive semesters excluding the Summer term. Bargaining unit eligibility shall commence at the beginning of the fourth consecutive academic semester in which the adjunct faculty member provides at least three (3) credit hours of instruction.

Excluded from the unit are all adjunct faculty members who do not meet the bargaining unit eligibility criteria set forth above, all supervisors, managers, officers, part-time, short-term and confidential employees, as defined in the Illinois Educational Labor Relations Act ("Act") and adjunct faculty whose compensation is funded by externally restricted grants. Should an adjunct faculty member begin to teach non-externally restricted grant funded courses, their previous semesters taught under the externally restricted grant funds will count towards their eligibility requirements for the bargaining unit.

Subpart B-Eligibility

1805.200 Applicant eligibility.

(a) *General requirements.* (1) An entity that meets the requirements described in § 1805.201(b) and paragraph (b) of this section will be considered a CDFI and, subject to paragraph (a)(3) of this section, will be eligible to apply for assistance under this part.(2)(i) An entity that proposes to become a CDFI is eligible to apply for assistance under this part if the CDFI Fund:(A) Receives a complete application for certification from the entity within the time period set forth in an applicable Notice of Funds Availability; and(B) Determines that such entity's application materials provide a realistic course of action to ensure that it will meet the requirements described in § 1805.201(b) and paragraph (b) of this section within the period set forth in an applicable Notice of Funds Availability.(ii) The CDFI Fund will not, however, make a payment of any financial assistance to such an entity before or unless it meets the requirements described in this section. Moreover, notwithstanding paragraphs (a)(1) and (a)(2)(i)(B) of this section, the CDFI Fund reserves the right to require an entity to have been certified as described in § 1805.201(a) prior to its submission of an application for assistance, as set forth in an applicable Notice of Funds Availability.(3) The CDFI Fund shall require an entity to meet any additional eligibility requirements that the CDFI Fund deems appropriate.(4) The CDFI Fund, in its sole discretion, shall determine whether an entity fulfills the requirements set forth in this section and § 1805.201(b).(b) *Provisions applicable to Depository Institution Holding Companies and Insured Depository Institutions.* (1) A Depository Institution Holding Company may qualify as a CDFI only if it and its Affiliates collectively satisfy the requirements described in this section.(2) No Affiliate of a Depository Institution Holding Company may qualify as a CDFI unless the holding company and all of its Affiliates collectively meet the requirements described in this section.(3) No Subsidiary of an Insured Depository Institution may qualify as a CDFI if the Insured Depository Institution and its Subsidiaries do not collectively meet the requirements described in this section.(4) For the purposes of paragraphs (b)(1) through (3) of this section, an entity will be considered to be a Subsidiary of any Insured Depository Institution or Depository Institution Holding Company that controls 25 percent or more of any class of the entity's voting shares, or otherwise controls, in any manner, the election of a majority of directors of the entity.

- (1) Are not provided by other lenders in the area; or
- (2) Complement the services and lending products provided by other lenders that serve the Investment Area(s) or Targeted Population(s);
- (f) The provision of consumer loans (a loan to one or more individuals for household, family, or other personal expenditures); or
- (g) Other businesses or activities as requested by the Applicant and deemed appropriate by the CDFI Fund.

§ 1805.401 Forms of investment instruments.

(a) Equity. The CDFI Fund may make non-voting equity investments in a Recipient, including, without limitation, the purchase of non-voting stock. Such stock shall be transferable and, in the discretion of the CDFI Fund, may provide for convertibility to voting stock upon transfer. The CDFI Fund shall not own more than 50 percent of the equity of a Recipient and shall not control its operations. (Church bond).

(b) Grants. The CDFI Fund may award grants.

(c) Loans. The CDFI Fund may make loans, if and as permitted by applicable law and regulation.

(d) Deposits and credit union shares. The CDFI Fund may make deposits (which shall include credit union shares) in Insured CDFIs and State-Insured Credit Unions. Deposits in an Insured CDFI or a State-Insured

§ 1805.402 Assistance limits.

(a) General. Except as provided in paragraph (b) of this section, the Fund may not provide, pursuant to this part, **more than \$5 million**, in the aggregate, in financial and technical assistance to a Recipient and its Subsidiaries and Affiliates during any **three-year period**.

(b) Additional amounts. If a Recipient proposes to establish a new Subsidiary or Affiliate to serve an Investment Area(s) or Targeted Population(s) outside of any State, and outside of any Metropolitan Area, currently served by the Recipient or its Subsidiaries or Affiliates, the Recipient may receive additional assistance pursuant to this Part up to a maximum of \$3.75 million during the same three-year period. Such additional assistance:

(1) Shall be used only to finance activities in the new or expanded Investment Area(s) or Targeted Population(s); and

(2) Must be distributed to a new Subsidiary or Affiliate that meets the eligibility requirements described in § 1805.200 and is selected for assistance pursuant to subpart G of this part.

(c) A Recipient may receive the assistance described in paragraph (b) of this section only if no other application to serve substantially the same Investment Area(s) or Targeted Population(s) that meets the requirements of § 1805.701(a) was submitted to the CDFI Fund prior to the receipt of the application of said Recipient and within the current funding round. Credit Union shall not be subject to any requirement for collateral or security.

(4) Development Services. A CDFI directly, through an Affiliate, or through a contract with another provider, must have a track record of providing Development Services in conjunction with its Financial Products and/or Financial Services. An entity applying for CDFI certification must demonstrate that it meets this requirement.

(5) Accountability. A CDFI must maintain accountability to residents of its Investment Area(s) or Targeted Population(s) through representation on its governing board and/or advisory board(s). An entity applying for CDFI certification must demonstrate that it meets this requirement.

{6} Non-government. A CDFI shall not be an agency or instrumentality of the United States, or any State or political subdivision thereof. An entity applying for CDFI certification must demonstrate that it meets this requirement. An entity that is created by, or that receives substantial assistance from, one or more government entities may be a CDFI provided it is not controlled by such entities and maintains independent decision-making power over its activities.

(c) Records and Review. The CDFI Fund will review a CDFI's certification status from time to time, as deemed appropriate by the CDFI Fund, to ensure that it meets the certification requirements of this section, as well as review its organizational capacity, lending activity, community impacts, and such other information that the CDFI Fund deems appropriate. Upon request, a CDFI shall provide such information and documentation to the CDFI Fund as is necessary to undertake such review.

§ 1805.301 Eligible activities.

Recipients may use financial assistance provided under this part to serve Investment Area(s) or Targeted Population(s) by developing or supporting, through lending, investing, enhancing liquidity, or other means of finance:

(a) Commercial facilities that promote revitalization, community stability or job creation or retention;

{b} Businesses that:

{1} Provide jobs for Low-Income persons;

(2) Are owned by Low-Income persons; or

(3) Increase the availability of products and services to Low-Income persons;

(c) Community Facilities;

(d) The provision of Financial Services;

(e) Housing that is principally affordable to Low-Income persons, except that assistance used to facilitate homeownership shall only be used for services and lending products that serve Low-Income persons and that:

(2) A group of contiguous geographic units that together meet one of the criteria in paragraph (b)(3)(ii)(D) of this section, provided that the combined population residing within individual geographic units not meeting any such criteria does not exceed 15 percent of the total population of the entire Investment Area.

(D) Distress criteria. An Investment Area (or the units that comprise an area) must meet at least one of the following objective criteria of economic distress (as reported in the most recently completed decennial census published by the U.S. Bureau of the Census):

(1) The percentage of the population living in poverty is at least 20 percent;

(2) In the case of an Investment Area located:

(i) Within a Metropolitan Area, the median family income shall be at or below 80 percent of the Metropolitan Area median family income or the national Metropolitan Area median family income, whichever is greater; or

(ii) Outside of a Metropolitan Area, the median family income shall be at or below 80 percent of the statewide non-Metropolitan Area median family income or the national non-Metropolitan Area median family income, whichever is greater;

(3) The unemployment rate is at least 1.5 times the national average;

(4) In counties located outside of a Metropolitan Area, the county population loss during the period between the most recent decennial census and the previous decennial census is at least 10 percent; or

(S) In counties located outside of a Metropolitan Area, the county net migration loss during the five-year period preceding the most recent decennial census is at least five percent.

(E) Unmet needs. An Investment Area will be deemed to have significant unmet needs for loans or Equity Investments if a narrative analysis provided by the entity demonstrates a pattern of unmet needs for Financial Products or Financial Services within such area.

(F) Serving Investment Areas. An entity may serve an Investment Area directly or through borrowers or investees that serve the Investment Area.

(iii) Targeted Population-(A) General. Targeted Population shall mean individuals, or an identifiable group of individuals, who are Low-Income persons or lack adequate access to Financial Products or Financial Services in the entity's Target Market. The members of a Targeted Population shall reside within the boundaries of the United States (which shall encompass any State of the United States, the District of Columbia or any territory of the United States, Puerto Rico, Guam, American Samoa, the Virgin Islands, and the Northern Mariana Islands).

(B) Serving Targeted Populations. An entity may serve the members of a Targeted Population directly or indirectly or through borrowers or investees that directly serve such members.

1805.201 Certification as a Community Development Financial Institution.

(a) **General.** An entity may apply to the CDFI Fund for certification that it meets the CDFI eligibility requirements regardless of whether it is seeking financial or technical assistance from the CDFI Fund. Entities seeking such certification shall provide the information set forth in the application for certification. Certification by the CDFI Fund will verify that the entity meets the CDFI eligibility requirements. However, such certification shall not constitute an opinion by the CDFI Fund as to the financial viability of the CDFI or that the CDFI will be selected to receive an award from the CDFI Fund. The CDFI Fund, in its sole discretion, shall have the right to decertify a certified entity after a determination that the eligibility requirements of paragraph (b) of this section or § 1805.200(b) are no longer met.

(b) **Eligibility verification.** An entity shall demonstrate whether it meets the eligibility requirements described in this paragraph (b) by providing the information described in the application for certification demonstrating that the entity meets the eligibility requirements described in paragraphs (b)(1) through (6) of this section. The CDFI Fund, in its sole discretion, shall determine whether an entity has satisfied the requirements of this paragraph.

(1) **Primary mission.** A CDFI must have a primary mission of promoting community development. In determining whether an entity has such a primary mission, the CDFI Fund will consider whether the activities of the entity are purposefully directed toward improving the social and/or economic conditions of underserved people (which may include Low-Income persons or persons who lack adequate access to capital and/or Financial Services) and/or residents of economically distressed communities (which may include Investment Areas).

(2) **Financing entity.** (i) A CDFI shall be an entity whose predominant business activity is the provision, in arms-length transactions, of Financial Products and/or Financial Services. An entity may demonstrate that it meets this requirement if it is a(n):

(A) Depository Institution Holding Company;

(B) Insured Depository Institution, Insured Credit Union, or State-Insured Credit Union; or

(C) Organization that is deemed by the CDFI Fund to have such a predominant business activity as a result of analysis of its financial statements, organizing documents, and any other information required to be submitted as part of its certification application. In conducting such analysis, the CDFI Fund may take into consideration an entity's total assets and its use of personnel.

(ii) For the sole purpose of participating as an Eligible CDFI in the CDFI Bond Guarantee Program (see 12 CFR 1808), an Affiliate of a Controlling CDFI may be deemed to meet the financing entity requirement of this section by relying on the CDFI Fund's determination that the Controlling CDFI has met said requirement; provided, however, that the CDFI Fund reserves the right, in its sole discretion, to set

additional parameters and restrictions on such, which parameters and restrictions shall be set forth in the applicable Notice of Guarantee Availability for a CDFI Bond Guarantee Program application round.

(iii) **Further**, for the sole purpose of participating as an Eligible CDFI in the CDFI Bond Guarantee Program, the provision of Financial Products, Development Services, and/or other similar financing by an Affiliate of a Controlling CDFI need not be arms-length if such transaction is by and between the Affiliate and the Controlling CDFI, pursuant to an operating agreement that includes management and ownership provisions and is in form and substance acceptable to the CDFI Fund.

(3) Target Market- (i) General. A CDFI must serve a Target Market by virtue of serving one or more Investment Areas and/or Targeted Populations. An entity may demonstrate that it meets this requirement by demonstrating that it provides Financial Products and/or Financial Services in an Investment Area and/or Targeted Populations as described in this section. An Investment Area shall meet specific geographic and other criteria described in paragraph (b)(3)(ii) of this section, and a Targeted Population shall meet the criteria described in paragraph (b)(3)(iii) of this section.

(ii) Investment Area-(A) General. A geographic area will be considered eligible for designation as an Investment Area if it:

(1) Is entirely located within the geographic boundaries of the United States (which shall encompass any State of the United States, the District of Columbia or any territory of the United States, Puerto Rico, Guam, American Samoa, the Virgin Islands, and the Northern Mariana Islands); and either

(2) Meets at least one of the objective criteria of economic distress as set forth in paragraph (b)(3)(ii)(D) of this section and has significant unmet needs for loans, Equity Investments, Financial Products or Financial Services as described in paragraph (b)(3)(ii)(E) of this section; or

(3) Encompasses (i.e., wholly consists of) or is wholly located within an Empowerment Zone or Enterprise Community designated under section 1391 of the Internal Revenue Code of 1986 (26 U.S.C. 1391).

(B) Geographic units. Subject to the remainder of this paragraph (B), an Investment Area shall consist of a geographic unit that is a county (or equivalent area), minor civil division that is a unit of local government, incorporated place, census tract, or Indian Reservation. However, geographic units in Metropolitan Areas that are used to comprise an Investment Area shall be limited to census tracts, and Indian Reservations. An entity may designate one or more Investment Areas as part of a single certification application.

(C) Designation. An entity may designate an Investment Area by selecting:

(1) A geographic unit(s) that individually meets one of the criteria in paragraph (b)(3)(ii)(D) of this section; or

Section 3.2 Loss of Unit Status

- A. **Involuntary Inactive Status** - Adjunct faculty members who qualify for inclusion in the bargaining unit, but who subsequently fail to meet the eligibility criteria set forth in Section 3.1 because no courses are available for them to teach shall be in an inactive status for two (2) consecutive academic years. No step movement will occur or be lost during this inactive status. Adjunct faculty members who are on involuntary inactive status after two consecutive academic years will lose unit status.
- B. **Voluntary Inactive Status** - Adjunct faculty members may choose to not teach during any given academic year. They should notify the appropriate administrative supervisor at the beginning of the preceding academic semester. Faculty members who are on voluntary inactive status after two consecutive academic years will lose unit status. No step movement will occur or be lost during this inactive status.
- C. **Re-eligibility-** Any adjunct faculty member who is removed from the bargaining unit in accordance with Sections 3.2A and 3.28 must meet eligibility criteria set forth in Section 3.1 to regain unit status.

Section 3.3 Semi-Annual Unit Listing

The College will semi-annually provide the Association, during the tenth week of the Fall and Spring semester with a listing of all adjunct faculty members who meet the eligibility criteria set forth in Sections 3.1 and 3.2 for the current regular academic semester. The list shall contain postal addresses and academic department of each adjunct faculty member. The Fall semester list shall be used for staffing decisions related to the following Fall semester. The Spring list shall be used for staffing decisions related to the following Spring semester. Adjunct faculty on the list will be given preference over non-bargaining unit adjuncts for unstaffed or added classes after the list is produced.

The Association must assert any objections with the above listings to the College within thirty (30) days of receipt of said listings or waive such objections.

Section 3.4 Summer Session

Adjunct faculty members who are teaching in the Summer session will retain all rights under this Agreement, provided they otherwise meet the eligibility criteria of Sections 3.1 and 3.2 of this Agreement, and are on the Spring unit eligibility list.

Section 3.5 Duty of Fair Representation

The Association agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Association membership. The Association further agrees to indemnify and hold harmless the Board from any and all liability, including monetary damages, resulting from any failure on the part of the Association to fulfill its duty of fair representation.

ARTICLE IV

BOARD RIGHTS

Except as otherwise expressly provided by the terms of this Agreement, the College reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities, including but not limited to, the right to control, supervise, evaluate, discipline, and manage the College and its personnel including the adjunct faculty; to determine and administer educational policy; to operate the College and direct the adjunct faculty; and otherwise retain all rights, authority, and discretion which are exclusively invested in the College's Board of Trustees or the College's President under governing federal and state law, ordinance, rules, and regulations, as well as the policies of the Board of Trustees, and applicable common law. The parties agree that the College is not required to bargain over matters of inherent managerial authority, including, but not limited to, matters related to curriculum, budget, organizational structure, and selection of employees.

ARTICLE V

STATUS AND EFFECT OF THE AGREEMENT

Section 5.1 Ratification and Amendment

This Agreement shall become effective when ratified by the Board and Association membership and signed by authorized representatives thereof.

Section 5.2 Contract Controlling

Any agreement to alter, modify or waive any of the terms of this Agreement with respect to adjunct faculty member or members will be made between the Board and the Association and confirmed in writing. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein unless expressly agreed to by the parties.

ARTICLE VI

RESPONSIBILITIES AND RIGHTS

Section 6.1 Academic Freedom

Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

- A. Adjunct faculty members are entitled to academic freedom in the classroom in discussing their subject, but they are responsible not to introduce into their teaching controversial matter which has no relation to their subject and to present controversial material in a thorough and unbiased manner. Course content and instructional material must be consistent with purpose and objectives of the course as adopted by the College through its collaborative process and approved by the Daniel Matthew College Board (DCCB).

- B. Adjunct faculty members have the latitude to determine appropriate methods for teaching course content. However, the methods utilized to teach course content should be appropriate for the subject matter being taught and subject to applicable College policies and procedures. The College shall observe due process in investigating any allegations of abuse of academic freedom by adjunct instructors. [See Section 10.2]
- C. Adjunct faculty members are citizens, members of a learned profession, and members of an educational institution. When they speak, or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. They should remember that the public may judge their profession and their institution by their communication. Hence, adjunct faculty members should at all times endeavor to be accurate, to exercise appropriate restraint, and to show respect for the opinions of others; and should make every reasonable effort to indicate that they are not speaking for the institution. An adjunct who, when speaking or writing as a citizen, has not expressly claimed or acknowledged any connection with the College shall be considered to have made such a "reasonable effort."
- D. Adjunct faculty members are entitled to academic freedom in research and in the publication of results, subject to the adequate performance of their other academic duties. [See Section 6.10 regarding research and publication for monetary return.]

Section 6.2 Good Faith

- A. "Good Faith" is defined as the mutual responsibility of the Board and the Association to meet at a reasonable time, to deal with each other openly and fairly, and sincerely to endeavor to reach agreement with respect to all items as identified in the agreed upon substantive portion of this document.
- B. The Association subscribes to a code of ethics and agrees to assist the Board and the administration on matters pertaining to professional conduct when requested.
- C. Both parties agree that the provisions of this Agreement shall not be applied in a manner that is arbitrary, capricious, or discriminatory.
- D. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make

counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.

Section 6.3 Dues Check-off

Upon receipt of a properly executed dues deduction form by an adjunct faculty member, the Business Office shall regularly deduct the appropriate monies from such employee's paycheck in conformity with the Business Office's regular and ordinary payroll procedures. The specific amount of the dues deduction shall be communicated to the College's Chief Financial Officer in writing by the Association's Treasurer by as close as practicable to September 1st for the current academic year. The Association shall hold the Board harmless for all such deductions completed pursuant to the dues authorization form. Such authorization shall remain in effect until modified or withdrawn by an adjunct faculty member. In the absence of such authorization, fair share fees shall be deducted as provided for in Section 6.4.

Section 6.4 Fair Share

- A. It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and Contract administration which appropriately are shared by all faculty members who are beneficiaries of said Agreement. To this end, if a faculty member does not join the Association, such faculty member will:
1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association in the same manner as provided in Section 6.3; or
 2. Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such payment is not made within thirty (30) working days following the commencement of employment of the faculty member or the effective date of this Agreement, whichever is later, the Board shall deduct such amount in equal payments from the regular salary check of the faculty member in the same manner as provided in Section 6.3.
- C. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Board in complying with

the provisions of this Section, but not with respect to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

- D. The Association shall annually certify to the Board the amount constituting each non-member employee's share, which amount shall include only such expenses expended for collective bargaining and contract administration. Such certification shall be made in writing by the Association's Treasurer and submitted to the business office as close as practicable to September 1st of each year.
- E. In the event a faculty member objects to the amount of such fee, the Association shall place the objecting faculty member's fees in a blind escrow or blind trust pending final determination on the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board (IELRB) or any impartial fact-finder appointed by the IELRB. If the faculty member is entitled to a refund, the faculty member shall receive such refund plus any interest earned on the refund during pendency of the action.

Section 6.5 Distribution of Contract

Within thirty (30) working days following ratification and execution of this Agreement by both parties, or as soon thereafter as practicable, the Board will provide three signed copies of the Agreement to the Association President and will also post a copy of the Agreement on the College's website.

Section 6.6 College Services and Facilities

- A. In accordance with applicable Board policy, the Association shall have reasonable use of College office services, to include duplicating, printing, and electronic communication privileges for the conduct of Association business. The Association agrees to pay the standard rates for the duplicating and printing services and supplies used. Use of such services and facilities shall be scheduled and prioritized by the appropriate administrative officers.
- B. The Board agrees that space for a bulletin board, to be purchased by the Association, shall be provided for the exclusive use of the Association for posting notices of activities and other matters of Association concern, provided such posting shall not include any item attacking the

character, integrity, or ability of any member of the Board of Trustees or any of its agents or employees.

- C. The Board agrees to provide the Association reasonable access to conference space for the conduct of normal Association business. The Board shall allow the Adjunct Faculty Association President ordinary use of non-dedicated office space and equipment for the conduct of Association business.
- D. The rights granted to the Association under this Section 6.5 shall not be provided to any other labor organization competing with the Adjunct Faculty Association.

Section 6.7 Policies and Faculty Resource Guide

- A. **Board Policy** the Board will post the Board Policies on the College's website.
- B. **Faculty Resource Guide** the Board will post a copy of the Faculty Resource Guide on the College's intranet.

Section 6.8 Board Agenda

The Association may request to be placed on the agenda of a regular Board meeting in accordance with the Board's Policy Manual and procedures contained therein.

Section 6.9 Personnel File

An adjunct faculty member shall have the right upon request, to review the contents of her/his own personnel file during normal business hours in accordance with the Illinois Personnel Records Review Act. A representative(s) of the Association may be requested to accompany the faculty member to such review.

Section 6.10 Patent and Copyrights

Adjunct faculty members retain full intellectual property rights over any works prepared and published independently of the College. If substantial use of the College's resources has been made, adjunct faculty members will share rights in the work according to the policies and guidelines as per the College's full-time faculty collective bargaining agreement.

ARTICLE VII
NEGOTIATION PROCEDURES

Section 7.1 Selection and Composition of Negotiating Teams

The Board and the Association shall each select representatives to act on their behalf in negotiations.

Section 7.2 Commencement of Negotiations

The parties agree to commence negotiations for a successor agreement no earlier than two weeks before September 1st and no later than two weeks after September 1st during the last academic year of the Agreement.

Section 7.3 Agreement and Ratification

When the Association and Board representatives reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval as soon as practicable after the parties reach a complete tentative agreement.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.1 Definitions

- A. Any written claim by an adjunct faculty member, or members, of the Association that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement shall be a grievance.
- B. Time limits during the academic year shall be Mondays through Fridays (working days) except holidays, designated in the Academic Calendar, and other officially declared school closings. In cases which occur/extend outside the regular academic year or the Summer session, time limits for grievance purposes shall be suspended until the first full regular instructional day of the next academic semester or Summer session. Time limits during Summer sessions shall be Mondays through Fridays unless a four (4) day week is officially adopted by the College. If a four-day week is adopted, the time limits shall be Mondays through Thursdays during the Summer.

Section 8.2 Right to Association Representation

- A. Association representatives (one of whom may be a non-faculty member) shall have the right to be present at any meeting, hearing, appeal, or other proceeding relating to a grievance that has been formally presented. Nothing contained herein shall be construed as limiting the right of an adjunct faculty member having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- B. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance commencing at Section 8.4A (Step One). However, any individual employee or a group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement, provided that the bargaining representative has been given an opportunity to be present at such adjustment. Individual adjustments will be memorialized in writing and will be signed by the appropriate representative of the Board and adjunct(s). A copy of the resolution will be provided to the Association.

Section 8.3 Pre-Grievance Procedure (Informal Resolution)

The parties hereto acknowledge that it is usually most desirable for adjunct faculty members and the appropriate administrator to resolve problems through free and informal communications. When requested by the adjunct faculty member(s), an Association representative may accompany the adjunct faculty member(s) to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the adjunct faculty member(s) or the Association, a grievance shall be processed as follows:

Section 8.4 Formal Grievance Procedure

- A. **Step One** - If a complaint is not resolved through an informal resolution procedure, the grievant or the Association may present a formal grievance in writing stating specifically what section(s) of the contract has been violated to the appropriate, immediately involved administrator who will arrange for a meeting to take place within ten (10) working days after receipt of the grievance.

Such written grievance shall be submitted not later than fifteen (15) working days after the occurrence of the events giving rise to the grievance or fifteen (15) working days from the date by which the affected faculty member(s) and/or the Association knew or should have known of such occurrence. The Association representative, the grievant and the immediately involved administrator or designee shall be present at the meeting. The immediately involved administrator or designee shall provide the grievant and the Association with a written answer with reason(s) to the grievance within ten (10) working days after the meeting.

- B. Step Two** - If the grievance is not resolved at Step One, then the grievant or the Association shall refer the grievance to the Chief Academic Officer or her/his official designee within seven (7) working days after the receipt of the Step One answer or within seven (7) working days after the Step One meeting, whichever is later. The Chief Academic Officer or designee shall arrange for a meeting with the grievant and the representative(s) of the Association's grievance committee to take place within ten (10) working days of her/his receipt of the Step Two filing. A written response, including reason(s) shall be provided to the grievant within ten (10) working days after the meeting.

If the grievance arises from a decision by the Chief Academic Officer, the grievance may be initiated at Step Two, provided such is filed no later than the time limits prescribed in Step One.

- C. Step Three - Arbitration** - If the Association is not satisfied with the decision at Step Two, the Association may refer the grievance to arbitration within twenty (20) working days after the decision is provided at Step Two.

1. The parties shall attempt to agree upon an arbitrator within seven (7) working days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) working day period, the parties shall immediately jointly request the Federal Mediation Conciliatory Services (FMCS) to submit a panel(s) of arbitrators, and to otherwise administer the arbitration proceedings under the American Arbitration Association (AAA) rules.
2. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. In the event of multiple grievances submitted to arbitration either party may request that the arbitrator consolidate the grievances for arbitration if the grievances are related and consolidation does not prejudice either party.

3. The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript is jointly requested) shall be shared equally by the parties involved in the arbitration. Each party shall be responsible for compensating its own representatives or witnesses.

Section 8.5 Grievances arising from a decision made by the College President or Board of Trustees

In the event the grievance concerns a decision made or action taken by either the President or the Board of Trustees, the parties may mutually agree to a modified grievance proceeding whereby the grievance is moved to Step Two and Step Two is modified by having the grievance referred to the President of the College. In such event, the same timelines for appeal and the issuance of the College's grievance response shall be retained.

Section 8.6 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator's ruling in any grievance shall not violate the relevant decisions of federal and state courts, the appropriate decisions of federal and state regulatory agencies, and applicable federal and state laws. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator's award shall be final and binding. However, neither party waives its right to administrative and/or judicial review of any arbitration ruling or award which, it feels has violated the limitations of this Article VIII.

Section 8.7 No Reprisals

- A. No reprisals of any kind shall be taken by the Board, its designee (agent), or the bargaining unit member Association against any individual because of his/her participation in this grievance procedure.
- B. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 8.8 Scheduling of Grievance Meetings

Should the investigation or processing of any grievance require that an adjunct faculty member or an Association representative be released from her/his regular assignment, she/he shall be released without loss of pay or benefits, provided that every reasonable attempt has been made by the parties

involved to schedule grievance-related meetings during times which do not conflict with her/his regular assignment.

Section 8.9 Cooperation and Withdrawal Without Establishing Precedent

- A. The College and the Association shall cooperate in the investigation of any grievance, and further, all parties shall be furnished with such information requested for the fair and proper processing of any grievance.
- B. A grievance may be withdrawn at any level without establishing precedent.

ARTICLE IX

WORKLOAD/CLASS ASSIGNMENT

Section 9.1 Workload

The maximum workload for adjunct faculty shall not exceed twenty-four (24) contact hours per academic year, excluding the Summer session, without the written approval of the Chief Academic Officer based on a recommendation from the adjunct faculty member's appropriate immediate administrative supervisor.

Adjunct faculty members are not guaranteed to be assigned the maximum number of contact hours in any one academic year. The College will determine the number of hours taught by an individual adjunct faculty member.

Section 9.2 Preference Request/Class Assignment

- A. Adjunct faculty members may submit a written assignment preference request to their immediate administrative supervisor or designee to identify days and times the adjunct faculty member is available and/or would prefer to teach for the subsequent semester. The College will attempt to honor such requests when practicable. The College will not consider an assignment preference request as an exclusive request unless otherwise specifically stated by the adjunct faculty member.

- B. In attempting to honor assignment requests made in accordance with Section 9.2(A), the College will give preference to adjunct faculty members in the bargaining unit over adjunct faculty members who are not in the bargaining unit. Nothing in this Article shall limit the College's ability to determine and set class schedules.

Section 9.3 Office Hours and Space

- A. Adjunct faculty members shall make themselves available for student conferences either before or after class, and by College email or special appointment as necessary. They shall inform students of when they are routinely available and how best to contact them on their course syllabi.
- B. The College will provide shared office space designated for use by adjunct faculty members to the extent that such space is available. Adjunct faculty members should work through their immediate administrative supervisor to make such office space arrangements and to ensure needed office equipment and software are available for their use on campus.

Section 9.4-Double Sections

- A. In scheduling students, the College will strive to maintain a "normal class size." For purposes of this agreement, "normal class size" is defined in a list mutually agreed upon by the Adjunct Association and the College. The list is maintained in the Vice President of Academic and Student Affairs' office.
- B. Where the College designates a class to have the capacity of two times the normal class size, the College will provide additional compensation to adjuncts assigned to the class in accordance with the following terms:
 - 1. If first day enrollment in a class (which has been designated by the College to have twice the normal capacity) is twelve students or more in excess of the normal class size, the adjunct will receive \$1,150 additional compensation, provided the adjunct teaches through the end of the semester.
 - 2. If first day enrollment in a class (which has been designated by the College to have twice the normal capacity) is one to eleven students in excess of the normal class size, the adjunct will be compensated at a rate of \$87 per additional student beyond the normal

class size up to eleven students, provided the adjunct teaches through the end of the semester.

3. Adjunct members eligible for additional compensation under this paragraph shall not receive any additional compensation for any additional students beyond what is prescribed in this paragraph. Adjuncts will be limited to teaching only one class per semester which class size is set at twice the normal capacity.
- C. Because Section 9.1 of the current Adjunct Agreement addresses maximum workload, additional compensation provided under this Agreement will not contribute to workload, and will be paid during the semester in which the large class is taught.
 - D. This Agreement will be administered consistent with Section 9.2 of the current Adjunct Agreement concerning class assignment preferences.

ARTICLE X

EVALUATION AND DISCIPLINE

Section 10.1 Evaluation System

The College will implement a teacher evaluation process for unit adjunct faculty members that supports professional growth towards the goal of excellence in teaching and learning.

- A. Adjunct faculty unit members will be formally evaluated according to posted procedures, including a follow-up interview, at least once every two years in online and/or classroom methods of instruction as applicable. The College reserves the right to evaluate a unit adjunct faculty member at any time with appropriate notice, and adjuncts may request a formal evaluation at any time.
- B. Informal evaluations involving classroom and/or online observation for brief periods will be made frequently, and appropriate notice will be given unless the adjunct waives such notice. The evaluator's comments and/or suggestions will be provided to the adjunct by email soon after each visit, and further dialogue with the evaluator will be encouraged.

The parties agree that as a part of this evaluation system, the adjunct faculty member shall have the right to rebut in writing applicable evaluation reports regardless of whether such evaluation reports are made a part of the adjunct faculty member's personnel file.

Section 10.2 Discipline of Adjunct Faculty Members

- A. Information forming the basis of disciplinary action shall be made available to the adjunct faculty members and the Association subject to applicable privacy right limitation. The College will meet with the adjunct faculty member before rendering a disciplinary decision. An adjunct faculty member may request to have an Association representative present at a disciplinary meeting or an investigatory meeting which the adjunct faculty member reasonably believes could lead to discipline.
- B. Progressive discipline principles will be followed in addressing misconduct, including use of oral reprimand, written reprimand, suspension and termination. At the discretion of the College, the College may bypass any or all progressive discipline levels in the event of an emergency or for an egregious offense. This provision is not intended to be a waiver of any statutory rights.

ARTICLE XI

COMPENSATION

Section 11.1 Salary

The index matrix of the adjunct faculty salary schedule, together with implementing language thereof, is included as Appendix A of this Agreement.

Section 11.2 Substitute Pay

An adjunct faculty member who substitute teaches shall be paid for each instructional hour of fifty (50) minutes at a rate determined by dividing the adjunct member's current contact hour rate by sixteen (16). Any adjunct who substitute teaches more than one-quarter (1/4) of a double section course shall receive a proportional amount of the Double Sections (Section 9.4) compensation due that adjunct for teaching the double section course, and payable at the end of the course.

Section 11.3 Independent Study and Individualized Classes

An adjunct faculty member shall be eligible for an independent study assignment or individualize

classes at the discretion of their immediate administrative supervisor. For both independent study and

individualized classes, compensation shall be at the rate of one-twelfth (1/12) of the adjunct faculty member's course rate (rate per contact hour times the number of contact hours in that course) times the number of students enrolled in the independent study or individualized class ten days after the start of the course.

Section 11.4 Special Projects

Adjunct faculty members who accept a Notice of Assignment to perform a special project shall be compensated at a mutually agreed upon amount specified in a signed document approved by the Chief Academic Officer before the commencement of the special project.

Section 11.5 Summer Classes

An adjunct faculty member assigned to teach a summer class shall be compensated at the rate of pay applicable to the previous academic semester unless a higher rate of pay has been specifically authorized by the Board for that summer class.

Section 11.6 Professional Development

Adjunct faculty members may submit reimbursement requests for approved professional development taken in accordance with an approved professional development plan. (Adjunct faculty members' professional development plans are due by May 1st of each year in order to be eligible to receive their professional development money in the next academic year.) Reimbursement may be incremental up to a total amount of \$250 per year with no carryover of any unused money from one academic year to the next .

Section 11.7 Tax-Sheltered Annuity

Voluntary employee salary reductions for internal revenue code section 403(b) tax sheltered annuities and 457(b) deferred compensation shall be available to adjunct faculty members in accordance with current college policy for full-time faculty and in accordance with plan documents and applicable vendor agreements.

Section 11.8 Tuition Waiver

All adjunct faculty are eligible to receive tuition waivers for one three-credit hour Daniel Matthew College course for every two semesters (including summer semester) of teaching credit classes at the College. These hours may be used by the adjunct faculty member or by their spouse, dependent children, or those grandchildren for whom the adjunct faculty member is the legal guardian.

Approval for courses must be obtained from the Office of Human Resources before registration by using the application for tuition waiver form. Proof of identity and dependent status will be required for spouse, dependent children, or those grandchildren for which the adjunct faculty member is the legal guardian.

This benefit will cease when the employee resigns, is terminated or has lost unit status as per section 3.2 of this agreement.

Section 11.9 Class Preparation Compensation

A stipend of one-eighth (1/8) of an adjunct faculty member's contact hour salary shall be paid to any adjunct whose assigned course section is cancelled within seven (7) calendar days of the first class meeting.

Before the meeting of the first class, the College has the sole discretion to change the class to individualized instruction. In such circumstances, the adjunct faculty member would not receive Class Preparation Compensation if the adjunct faculty member declines to teach the individualized course.

ARTICLE XII

ALLOWANCE FOR EMPLOYEE ABSENCE

Section 12.1 Paid Personal Leave

Each adjunct faculty member shall be allowed two (2) calendar days of paid personal leave during each semester which cannot be taken in increments of less than a full calendar day. Such personal leave shall not accumulate.

Section 12.2 Jury Duty

An adjunct faculty member called for jury duty shall be granted special leave with pay to fulfill such duty. Payment received by the employee from the Courts shall be given to the College.

Section 12.3 Emergency Leave Without Pay

An adjunct faculty member shall be granted emergency leave without pay during any given semester for a period up to the duration of that semester, provided the appropriate immediate administrative supervisor has been notified of the circumstances making such leave necessary. No loss of bargaining unit status shall result from this leave, and Section 3.2(b) Voluntary Inactive Status will apply to any further leave required by the adjunct. An adjunct faculty member may receive an emergency leave once every two (2) years.

ARTICLE XIII

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for this term.

Nothing herein shall be construed as precluding the parties, by mutual agreement, to add to, delete or alter this Agreement during the term of this Agreement, provided that such changes are made in a written agreement and executed by appropriate representatives of the College and the Association.

ARTICLE XIV

SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XV

AMNESTY PROVISION

The College hereby agrees that it will not initiate, authorize, commence, or participate in any reprisals or recriminations against any employees of the College as a result of such employees' participation in or support of the collective bargaining process and/or job action, or in any event or activity resulting from their participation in or support of the collective bargaining process and/or job action.

The College further agrees that it will not discriminate in regard to hiring, discipline, discharge, promotion, demotion, or assignment; or in regard to salary, hours, seniority, or working conditions of any employee having participated in or supported said collective bargaining and/or job action.

ARTICLE XVI

NO STRIKE CAUSE

During the term of this Agreement, no faculty member covered by this Agreement, nor the Association, nor any person acting on behalf of the Association, shall ever or at any time engages in, authorize, or instigate any strike, slow-down, or other refusal to render full and complete services to the Board. In the event of any violation or violations of any provision of this Article by the Association, its members or representatives, or by any faculty member, the Association shall, upon notice from the Board, immediately direct such faculty members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violation(s).

**For the Daniel Matthew College
Adjunct Faculty Association**

For the Board of Trustees of

Title

Date

Date

APPENDIX A
ADJUNCT FACULTY SALARY SCHEDULE INDEX MATRIX

I. The following matrix and base salary per contact hour will apply for academic years 2020 - 2021, 2022-2023, and 2022-2023

	Lane I	Lane II	Lane III
	Less than a Masters Degree	Masters Degree	Doctorate*
1-4 Semesters Taught at	1.00	1.05	1.10
5-8 Semesters Taught at	1.03	1.08	1.13
9-12 Semesters Taught at DMC	1.06	1.11	1.16
13+ Semesters Taught at	1.09	1.14	1.19

*Doctorate includes PhD, ThD, EdD, JD, MD, DDS, and DC Each contract will differ

II. . The following salary bases will apply (to be placed in cell 1 of the matrix) for academic years 2015 - 2016, 2016-2017, and 2017-2018

Academic year	Base salary per contact hour
2020-2021	\$170
2021-2022	\$180
2022-2023	\$190

III. The following tables represent the per contact hour rate for the academic years 2020 - 2022, 2023-2024, and 2022-2023

2020 - 2021 Per Contact Hour Rates			
	Lane I	Lane II	Lane III
	Less than a Master's Degree	Master's Degree	Doctorate*
1-4 Semesters Taught at DMC	\$170	\$866	\$907
5-8 Semesters Taught at DMC	\$849	\$891	\$932
9-12 Semesters Taught at DMC	\$874	\$915	\$957
13+ Semesters Taught at DMC	\$899	\$940	\$981

*Doctorate includes PhD, ThD, EdD, JD, MD, DDS, and DC Each contract will differ

2021 - 2022 Per Contact Hour Rates			
	Lane I	Lane II	lane III
	Less than a Masters Degree	Master's Degree	Doctorate*
1-4 Semesters Taught at DMC	\$180	\$892	\$935
5-8 Semesters Taught at DMC	\$190	\$918	\$960
9-12 Semesters Taught at DMC	\$901	\$943	\$986
13+ Semesters Taught at DMC	\$926	\$969	\$1,011

*Doctorate includes PhD, ThD, EdD, JD, MD, DDS, and DC Each contract will differ

2022 - 2023 Per Contact Hour Rates			
	Lane I	Lane II	Lane III
	Less than a Masters Degree	Masters Degree	Doctorate*
1-4 Semesters Taught at DMC	\$190	\$918	\$962
5-8 Semesters Taught at DMC	\$901	\$945	\$988
9-12 Semesters Taught at DMC	\$927	\$971	\$1,015
13+ Semesters Taught at DMC	\$953	\$997	\$1,041

*Doctorate includes PhD, ThD, EdD, JD, MD, DDS, and DC Each contract will differ