COLLECTIVE BARGAINING AGREEMENT

between

LINCOLN UNIVERSITY
of the Commonwealth System of Higher Education

and

LINCOLN UNIVERSITY CHAPTER
of the American Association of University Professors
(LUC-AAUP)

September 1, 2007

to

August 31, 2011
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TOPIC</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>RECOGNITION</td>
<td>3</td>
</tr>
<tr>
<td>II</td>
<td>DEFINED TERMS</td>
<td>4</td>
</tr>
<tr>
<td>III</td>
<td>PURPOSE OF AGREEMENT; ACCOUNTABILITY</td>
<td>8</td>
</tr>
<tr>
<td>IV</td>
<td>UNIVERSITY ADMINISTRATION</td>
<td>9</td>
</tr>
<tr>
<td>V</td>
<td>CHAPTER SERVICE ITEMS</td>
<td>10</td>
</tr>
<tr>
<td>VI</td>
<td>GOVERNANCE</td>
<td>13</td>
</tr>
<tr>
<td>VII</td>
<td>NO DISCRIMINATION</td>
<td>13</td>
</tr>
<tr>
<td>VIII</td>
<td>PERSONNEL FILES</td>
<td>14</td>
</tr>
<tr>
<td>IX</td>
<td>NO STRIKE – NO LOCKOUT</td>
<td>19</td>
</tr>
<tr>
<td>X</td>
<td>ACADEMIC FREEDOM</td>
<td>19</td>
</tr>
<tr>
<td>XI</td>
<td>ACADEMIC TENURE</td>
<td>20</td>
</tr>
<tr>
<td>XII</td>
<td>ACADEMIC FREEDOM AND TENURE: STANDARDS AND PROCEDURES</td>
<td>20</td>
</tr>
<tr>
<td>XIII</td>
<td>WORKLOAD</td>
<td>32</td>
</tr>
<tr>
<td>XIV</td>
<td>GRIEVANCE PROCEDURE</td>
<td>49</td>
</tr>
<tr>
<td>XV</td>
<td>FACULTY RETRENCHMENT</td>
<td>55</td>
</tr>
<tr>
<td>XVI</td>
<td>SALARY COMPENSATION AND FRINGE BENEFITS</td>
<td>58</td>
</tr>
<tr>
<td>XVII</td>
<td>LIBRARIANS</td>
<td>77</td>
</tr>
<tr>
<td>XVIII</td>
<td>LEGISLATIVE ACTION</td>
<td>79</td>
</tr>
<tr>
<td>XIX</td>
<td>MISCELLANEOUS</td>
<td>80</td>
</tr>
<tr>
<td>XX</td>
<td>DURATION</td>
<td>85</td>
</tr>
</tbody>
</table>
BETWEEN

LINCOLN UNIVERSITY AND LUC-AAUP

This Agreement effective as of the 1st day of September, 2007, by and between LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION ("Lincoln" or "University") and THE LINCOLN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS ("LUC-AAUP").

ARTICLE I -- RECOGNITION

Section 1.1 Lincoln recognizes LUC-AAUP as the "EXCLUSIVE REPRESENTATIVE" for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of a unit ("Unit") composed of the following full-time employees of Lincoln: all Faculty Members (including department chairpersons) who hold the rank of Lecturer, Senior Lecturer, Instructor, Assistant Professor, Associate Professor or Professor, all Librarians and all visiting faculty positions.

Excluded from the Unit are graduate assistants, Deans, Vice Presidents, the President, and all other administrators except those with Faculty Rank and academic job assignments (i.e., teaching and/or research) comprising fifty percent (50%) or more of their service at Lincoln.
Also excluded from the Unit are supervisors, first level supervisors, management, and confidential employees as defined in Act 195.

1.2 Any and all full-time instructional staff as defined above shall be given at the time of first appointment, an official rank as prescribed in Article 2.5.

ARTICLE II -- DEFINED TERMS

As used in this Agreement:

Section 2.1 The term "Calendar Day" shall mean a day when classes or examinations are scheduled in accordance with the official Lincoln calendar. When any of the specified dates in this Agreement falls on a Saturday, Sunday or holiday, the effective date shall be the following Calendar Day.

Section 2.2 "Reasonable Notice" shall mean ten (10) Calendar Days. When Reasonable Notice is applicable to situations where LUC-AAUP has made written requests to the University, or the University has made written requests to LUC-AAUP, the notice period shall commence upon receipt of such request.

Section 2.3 The word "Chapter" shall mean the Lincoln University Chapter of the American Association of University Professors (LUC-AAUP).

Section 2.4 "Faculty Members" are those employed in the full-time service of Lincoln with primary responsibility for an
academic job assignment. Faculty Members shall also include Librarians holding Faculty Rank and visiting faculty positions. Excluded from the term "faculty members" are: persons employed as adjunct faculty position, deans, directors of special programs who do not hold faculty rank, the Director of Co-op Education, Vice Presidents, the President, and Counselors.

Section 2.5 "Faculty Rank" shall mean the rank of Lecturer (see 2.7), Senior Lecturer (see 2.7), Instructor, Assistant Professor, Associate Professor, Professor and Visiting Faculty.

Section 2.6 "Librarians" are employed in the full-time service of Lincoln and provide professional services that exclusively or primarily relate to Lincoln's Library. Excluded from the term "Librarians" are: secretaries, clerks, and all others except the full-time professional staff of the Library.

Section 2.7 Faculty Members holding the ranks of Lecturer or Senior Lecturer shall be issued Lecturer or Senior Lecturer Contracts, which shall be governed by the following conditions. Each Lecturer or Senior Lecturer Contract shall be issued for a period of one academic year or less. A member of the faculty shall not be employed full-time pursuant to a Lecturer or Senior Lecturer Contract for more than five (5) consecutive academic years. A Faculty Member who is employed as a full-time Lecturer or Senior
Lecturer over a period of several non-consecutive semesters or academic years shall be limited to eight (8) cumulative academic years (i.e. sixteen semesters) of employment, not counting the summer periods from the end of one academic year to the beginning of the next. At any one time there shall be a maximum of 15 percent of the full-time faculty with Lecturer or Senior Lecturer Contracts unless LUC-AAUP and Lincoln agree in writing to an increase in the number, or an increase in the percentage.

Section 2.8 Lecturer and Senior Lecturer are not among the positions which entitle a Faculty Member to "permanent tenure" when reappointed to an eighth year after seven years of full-time service (Faculty By-Laws, Article 8.07a). Lecturer and Senior Lecturer are therefore recognized as "non-tenure track" positions, with the length of employment stipulated in each contract document. Nevertheless, notification of non-reappointment shall be given by the Vice President for Academic Affairs in accordance with Article 8.05(a) of the Faculty By-Laws. Article XII of this Agreement does not apply to these positions.

Section 2.9 "Visiting Faculty Positions" are temporary positions which may carry the rank of Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor, or Distinguished Visiting Professor.
Section 2.10 (a) Visiting Faculty Contracts are contracts issued to persons employed in a Visiting Faculty Position. Visiting Faculty Contracts shall not be issued for periods of employment that exceed two (2) consecutive academic years. A person who has been employed in a Visiting Faculty Position for two (2) consecutive years may not be employed again pursuant to a Visiting Faculty Contract until one (1) full academic year has elapsed from the time that such person's Visiting Faculty Contract terminated, unless LUC-AAUP and Lincoln mutually agree in writing with regard to such person to waive the two-year limitation for Visiting Faculty Contracts at the request of Lincoln. Any such waiver shall be effective for one (1) full academic year.

(b) At any one time, there shall be a maximum of 8% of the total credits taught by full-time faculty with Visiting Faculty Contracts during the an academic year, respectively, unless LUC-AAUP and Lincoln agree in writing to an increase in the percentage.

(c) For the purpose of calculating the maximum limit on Visiting Faculty Contracts, LUC-AAUP and the University agree to exclude from consideration those full-time faculty members' replacement for sabbaticals or any other form of leave, paid or unpaid, coverage pursuant to grant activity or release time for LUC-AAUP activity, and any credits from Independent Study courses, CO-OP, or Study Abroad.
Section 2.11 The masculine pronoun used herein shall import the feminine, and the singular number used herein shall import the plural, wherever applicable, unless otherwise indicated in this Agreement.

ARTICLE III -- PURPOSE OF AGREEMENT; ACCOUNTABILITY

Section 3.1 The parties hereto recognize that collective bargaining in good faith will further their common purpose of offering the best educational opportunities for Lincoln's students by: furthering Lincoln's tradition of rendering unique contributions to the Commonwealth, the Nation, and the world; encouraging professional growth, scholarly interest, and effective teaching; facilitating academic administration; and developing the highest standards of academic excellence and due process within the Lincoln community.

Section 3.2 The University and LUC-AAUP agree that superior and imaginative instruction in a supportive atmosphere is Lincoln's best means for giving its students an outstanding educational experience. Learning cannot be taken for granted and, therefore, the University and LUC-AAUP agree to new procedures for determining effectiveness and efficiency in this joint educational enterprise, and to negotiate the impact of such new procedures on wages, hours, and other terms and conditions of employment.
ARTICLE IV -- UNIVERSITY ADMINISTRATION

Section 4.1 The parties agree that pursuant to Section 5 of the Lincoln University-Commonwealth Act of 1972, "the entire management, control and conduct of the instructional, administrative, and financial affairs of the University are vested in the Board of Trustees under regulations established by the State Board of Education," and that, except where limited by Lincoln's By-Laws and by the terms of this Agreement, the property, business and affairs of Lincoln shall be managed and controlled exclusively by the Board of Trustees ("Trustees").

Section 4.2 As provided in Section 702 of Act 195, matters of inherent managerial policy reserved exclusively to Lincoln "include but shall not be limited to such areas of discretion or policy as the functions and programs of [Lincoln], its standards of services, overall budget, utilization of technology, the organizational structure, and selection and direction of personnel."

Section 4.3 As further provided in Section 702 of Act 195, the University, upon LUC-AAUP's request, shall meet and discuss with the faculty and LUC-AAUP policy matters affecting wages, hours, and other terms and conditions of employment.
ARTICLE V -- CHAPTER SERVICE ITEMS

Section 5.1 Upon application to the appropriate University authority, LUC-AAUP shall be entitled to the use of a meeting room on the same basis that pertains to any group within the University.

Section 5.2 LUC-AAUP shall have the right to post notices of its activities on bulletin boards in Lincoln's buildings, and LUC-AAUP shall have the right to use Faculty Members' mailboxes for the distribution of its official communications. LUC-AAUP shall also have the same rights accorded to other University groups to make announcements at faculty meetings or through public address systems wherever these exist and will have access to and the use of the Lincoln University website, subject to the adherence of all policies and guidelines concerning the Lincoln University website.

Section 5.3 Lincoln shall make available to LUC-AAUP within ten (10) days of the publication of the documents, such information and data (including the annual audited financial report and a copy of the annual budget request approved by the Board of Trustees for submission to the Commonwealth of Pennsylvania) in the sole possession of Lincoln's administration, pertaining to salary, sources of funding, and hours, and other terms and conditions of employment, as are necessary for the negotiation and implementation of this Agreement.
Section 5.4  Twice each year Lincoln shall make available to LUC-AAUP the names, title, faculty rank, salary and years of service of all Faculty Members: on or before October 1 for the fall semester, and on or before February 1 for the spring semester. For any Faculty Members newly hired for the fall or spring semesters after these dates, Lincoln will give this data to LUC-AAUP when it receives a signed commitment from the newly hired Faculty Member.

Section 5.5  The designated representative of LUC-AAUP shall be offered a reasonable amount of time on the agenda of Lincoln's annual faculty conference.

Section 5.6  Lincoln University agrees to deduct in monthly installments the current collective bargaining dues of LUC-AAUP from the pay of those members of the unit who individually request in writing that such deductions be made upon authorization cards attached hereto as Exhibit "A". The amounts to be deducted shall be certified in writing by LUC-AAUP semi-annually and shall be remitted by the 15th of each month to LUC-AAUP, together with a statement containing the names of those from whom deductions have been made and the amount deducted for each. When such deductions are made in accordance with the procedure above, LUC-AAUP shall be solely responsible in the event any member of LUC-AAUP claims that the deduction and/or remission was improper.
Section 5.7 Lincoln will be responsible for printing this Agreement and for supplying all full-time Faculty Members with a copy and LUC-AAUP with 5 copies of this Agreement within two months of its ratification. The Vice President for Academic Affairs will provide each new Unit member with a copy of this Agreement at the time of hiring.

Section 5.8 LUC-AAUP shall have access to the use of University equipment at reasonable times and after reasonable notice, provided such use does not interfere with the normal operations of the University. LUC-AAUP shall pay the cost of all materials, supplies, and any other charges incident to such use, including postage, photocopying and telephone.

Section 5.9 Lincoln University will provide office space for the Lincoln University Chapter of the American Association of University Professors (LUC-AAUP).

Section 5.10 The University agrees to provide LUC-AAUP release time of three semester hours for one individual to be specified by LUC-AAUP. In addition LUC-AAUP may purchase from the University at cost up to 12 semester hours annually. The University and LUC-AAUP agrees that each party will inform the other as soon as reasonably possible of the intent to purchase such time and the associated cost. The cost shall be the University’s actual cost or expense in replacing the individual taking the release.
ARTICLE VI -- GOVERNANCE

Section 6.1 The parties recognize and accept the By-Laws of the Lincoln University Faculty, as amended ("Faculty By-Laws"), and as such Faculty By-Laws may be further amended by the faculty and approved by the Trustees from time to time, as the legal instrument defining the role of the faculty in the governance of the University. A copy of these Faculty By-Laws is attached hereto and incorporated herein as part of this Agreement as Exhibit "B".

Section 6.2 Nothing in this Agreement shall be construed to prevent or restrain further study and review of proposals for improving the governance of the University through any constituent group or groups, including the Trustees, the administration, faculty, library staff, alumni, students, support staff, or community.

Section 6.3 The parties hereto recognize that this Agreement and the Faculty By-Laws shall govern individual Faculty Members and that the grievance procedures under this Agreement are the sole method of resolving contract disputes.

ARTICLE VII -- NO DISCRIMINATION

Section 7.1 The parties hereto shall not discriminate against any faculty member or any applicant for any faculty position by reason of age, race, creed, marital status, color, sex, religion, national origin, disability, citizenship, membership or
non-membership in LUC-AAUP, sexual orientation or any other protected classifications or characteristics.

Section 7.2 LUC-AAUP and the University are committed to the principle of non-discrimination in employment. The parties agree to abide by all federal, state and local anti-discrimination laws. The parties also recognize their obligation to accommodate, where appropriate, qualified individuals with disabilities under the Americans with Disabilities Act.

Section 7.3 Voting Rights – Unless authorized pursuant to a majority vote of the members of LUC-AAUP present at the time such vote is taken, non-members of LUC-AAUP will not be allowed to vote on LUC-AAUP issues.

ARTICLE VIII -- PERSONNEL FILES

Section 8.1 The University shall maintain only three (3) categories of personnel files for each Unit member, except as modified in Section 8.8 of this Agreement.

a) There shall be a confidential Official Employment File (OEF), which will contain pre-employment documents, TIAA-CREF pension forms, resume/CVA and other miscellaneous materials that address Federal and State matters. The Director of Human Resources or his/her designee shall maintain the OEF.

(b) There shall be a confidential Official Medical File (OMF), which contains medical/health-related documents that address
the Unit member's health status) The OMF shall be maintained by the Director of Human Resources or his/her designee.

(c) There shall be an Official Academe File (OAF), (which contains academic/professional materials). The OAF shall be maintained by the Office of the Vice President for Academic Affairs. The OAF is the resource file that members of the Promotion, Tenure and Severance Committee (PTS) consult when considering PTS issues affecting a particular Unit member. The Vice President of Academic Affairs (or his/her designee) must inform the affected Unit member in writing when any document is placed into the OAF. Written notification must be disclosed no later than 10 working days after placement of said material(s) (see 8.4). All official records concerning each Unit member which are or may have been maintained by any administrative office or by the Unit member's department shall, as soon as reasonably possible after the execution of this Agreement, be surrendered to the office of the Vice President for Academic Affairs, as the case may be, for inclusion in the OAF. The OAF of a Unit member shall not include any material pertaining to activities unrelated to the University commitments of that Unit member unless written authorization is given by the affected faculty member.

**Section 8.2** The Official Academe File (OAF) of each Unit member shall include, but shall not be limited to, the following
items: (a) Copies of non-confidential materials received prior to the Unit member's employment at Lincoln such as transcripts, curricula vitae, employment records or published materials received prior to the Unit member's employment at Lincoln.

(b) Information relating to the Unit member's academic and professional accomplishments that has been thoroughly documented.

(c) Signed memoranda of discussions between the Unit member and his department chairperson, other Faculty Members, or administrators relating to evaluations of the Unit member's professional performance.

(d) Any material relevant to the academic or professional performance of the Unit member submitted by the Unit member or the administration, provided that it is documented as provided in Section 8.2(b) above.

(e) Copies of all letters of employment, letters indicating future prospects of employment or promotion and a record of all data used by Lincoln's Business Office for calculating the Unit member's salary, fringe benefits, deductions, and other financial information relevant to the Unit member's compensation.

Section 8.3 All items in a Unit member's Official Academe File (OAF) or Official Employment File (OEF) shall carry the official stamp of the Vice President for Academic Affairs or
Director of Human Resources respectively. Each item in the OEF and OAF shall contain the date each such item was received in the office of the President, the Vice President for Academic Affairs or Department of Human Resources, as the case may be. The items in each Unit member's Official Academe File shall be sequentially numbered.

Section 8.4 The Unit member shall be notified when any new material is placed in his Official Academe File. No anonymous material shall be placed in the Unit member's OAF.

Section 8.5 All files shall be available for examination and review by the Unit member upon written request. Such review or examination shall take place at reasonable hours in an area where the file is customarily held, and in the presence of the person or his/her designee, who normally has custody of such files. The file of each Unit member shall contain a log of the individuals who have had access to the particular file. A unit member shall be permitted to have copies of material in his file made at his own expense.

Section 8.6 In addition to the Unit member, only the President, Department Chairperson, the Vice President for Academic Affairs or the University Counsel shall have access to the Official Academe File of a Unit member without the express written approval of that Unit member. Committees and individuals responsible for the review and recommendation of Unit members with respect to
reappointment, promotion, tenure, grants, sabbaticals, unpaid leaves of absence, and other matters of faculty status shall be granted access to the OAF only with the express written permission of the Unit member. Such committees and individuals shall respect the confidentiality of these files. No information or material in the Official Academe File shall be released to outside persons, organizations, or institutions without the prior written permission of the Unit member.

Section 8.7 If a Unit member alleges that certain portions of his Official Academe File are demonstrably false (excluding judgmental observations such as faculty, administration, and student evaluations), the following opportunities shall be available to the Unit member:

(a) The Unit member may include in the file any rebuttal material and evidence he chooses.

(b) The Unit member may appeal to the President to have such material removed from his file and destroyed. Before rendering any such decision, which shall be final and binding, the President shall meet with the Committee on Promotions, Tenure and Severance to review the material alleged to be false and all of the rebuttal material and evidence submitted by the Unit member. If a majority of the members on this Committee disagree with the decision of the President, the Committee shall note its
disagreement in the Unit member's OAF and shall specify its reasons for disagreeing with the President's decision. Permission for the Committee on Promotions, Tenure and Severance to examine the file for this purpose must be granted in writing by the Unit member whose file it is.

Section 8.8 Nothing in this Article VIII shall limit the University in maintaining and retaining records dealing with routine matters, including but not limited to payroll and benefits. Upon request, a Unit member shall be provided with adequate and appropriate information from such records to meet his stated needs.

ARTICLE IX -- NO STRIKE - NO LOCKOUT

Section 9.1 During the term of this Agreement, Faculty Members shall not strike, stop work, walk out, slow down, or refuse to work and Faculty Members shall not engage in picketing at any location over contract grievances. Lincoln shall not permit any lockout of Faculty Members during the term of this Agreement.

ARTICLE X -- ACADEMIC FREEDOM

Section 10.1 Both parties incorporate by reference the 1940 Statement of Principles on Academic Freedom attached to this Agreement as Exhibit "C"; however, if there is any conflict between such principles and the Faculty By-Laws, the Faculty By-Laws shall control.
ARTICLE XI -- ACADEMIC TENURE

Section 11.1 Both parties incorporate by reference the 1940 Statement of Principles on Tenure attached to this Agreement as Exhibit "C"; however, if there is any conflict between such principles and the Faculty By-Laws, the Faculty By-Laws shall control.

Section 11.2 The parties hereto agree that tenure review shall take place by the end of the Faculty Member's sixth year of full-time teaching service at the University. If a Faculty Member receives an unqualified appointment to his seventh year of full-time teaching service (i.e., he does not receive a termination notice), he shall be considered tenured.

ARTICLE XII -- ACADEMIC FREEDOM AND TENURE: STANDARDS AND PROCEDURES

Section 12.1 The terms and conditions of each appointment to the faculty at Lincoln shall be set forth in writing, a copy of which shall be supplied to the Faculty Member. Any subsequent extensions or modifications of an appointment, any special understandings, or any notices that either party is required to provide, shall also be set forth in writing, with a copy given to the Faculty Member.

Section 12.2 With the exception of appointments to the positions of Lecturer, Senior Lecturer and Visiting Faculty as
defined in Section 2.7 and 2.8 of this Agreement, and the reappointment of retired Faculty Members on special conditions, all full-time appointments to the rank of Instructor or higher shall consist of two types: (1) probationary appointments; and (2) appointments with continuous tenure.

Section 12.3 Except for Faculty Members with tenured status, each person with a teaching or research appointment of any kind shall be informed each year by July 1 in writing by the President, or his designee, of his reappointment and of matters relating to his eligibility for tenure, including the most recent annual recommendation regarding his status from his department chairperson. All Faculty Members will receive a contract letter specifying the salary for the academic year by July 15.

Section 12.4 The regulations set forth in the following sections of Article XII apply to the re-appointment and non-reappointment of non-tenured Faculty Members in the ranks of Instructor, Assistant Professor, Associate Professor and Professor.

Section 12.5 The Committee on Promotion, Tenure and Severance (the "Committee") referred to in this Article XII means the three Faculty Members, and the alternate, when appropriate, that the faculty has elected to serve on the Committee to the exclusion of all other persons. For the purpose of this Article XII only, this definition shall supersede any other definitions
pertaining to this Committee.

Section 12.6 For probationary appointments of not less than one (1) academic year the following standards and procedures shall apply in addition to those set forth in Article 8.0 of the By-Laws:

(a) A Faculty Member shall be advised at the time of his initial appointment of the substantive standards and procedures generally employed in decisions affecting the renewal of his appointment and tenure. Any special standards adopted by the University or by the Faculty Member's department, shall also be brought to his attention. The Faculty Member will be advised by the Vice President for Academic Affairs of the time when decisions affecting renewal of his appointment or tenure are ordinarily made, and he shall be given the opportunity to submit any material which he believes will be helpful in order to adequately consider his circumstances.

(b) In the schedules set forth in Section 12.6(c), (d), and (e) of this Agreement, if the department chairperson is the affected Faculty Member, then the Vice President for Academic Affairs shall be substituted for the department chairperson in all of the applicable steps in such schedules.

(c) The following schedule shall apply to Faculty Members in their first year of service where the Faculty Member's
appointment will not be renewed:

(i) The department chairperson shall, in a department of sufficient size, consult with Faculty Members of the department concerning whether to reappoint a Faculty Member who is in his first year of service. The department chairperson shall forward a recommendation of non-renewal to the President and the affected Faculty Member by January 15. In the event that the department chairperson forwards a recommendation of non-renewal to the President before January 15, the review process set forth in Sections 12.6 (c)(1) through 12.6 (c)(5) may commence at the time such recommendation is forwarded to the President; provided, however, that the steps in the review process set forth in Sections 12.6(c)(1) through 12.6(c)(5) shall occur no later than the dates specified therein.

(ii) If the Faculty Member wishes to respond to or comment on the department chairperson's recommendation, the Faculty Member by February 1 shall submit to the President any materials he deems relevant with regard to his re-appointment and shall grant permission in writing for the Committee to examine his OAF. After consultation with the Committee, the President shall then consider the department chairperson's recommendation, the Committee's recommendation, the Faculty Member's OAF, and any related documents. Notification of non-renewal or severance for the
following academic year shall be given in writing by March 1, by the President who shall send the Faculty Member by certified mail, return receipt requested, notice of non-renewal of the Faculty Member's appointment.

(iii) If the Faculty Member alleges that the President's decision not to reappoint him: (a) is the result of inadequate consideration, including but not limited to a violation of the procedures specified above, or (b) is violative of his academic freedom (as defined in Article 12.0 of the Faculty By-Laws), or (c) is violative of governing policies and procedures regarding nondiscrimination as set forth in Article VII of this Agreement, the Faculty Member may request a hearing by the Judicial Committee. Such a request must be filed in writing with the Chair of the Judicial Committee by March 15.

(iv) The Judicial Committee shall conduct a hearing, which gives the Faculty Member full opportunity to present his case. However, it is understood that the Judicial Committee shall not be required to conduct a complete due process or adversarial hearing. The Faculty Member shall state the specific grounds upon which his appeal is based and shall bear the burden of proof. The Judicial Committee shall issue an advisory opinion on the merits of the case to the President by April 1. The Judicial Committee shall provide copies of its opinion to the Faculty Member, the department
chairperson, and the President.

(v) The President shall consider the department chairperson's recommendation, the Committee's recommendation, the Judicial Committee's advisory opinion, and the Faculty Member's OAF and related documents. The President shall notify the Faculty Member of the President's decision to renew or not to renew the Faculty Member's appointment by April 15. It is understood that the President's authority with regard to the decision of non-renewal is final, provided the procedures set forth in this Article XII are followed, except that the Faculty Member has the right to appeal the President's decision to the Board of Trustee on or before May 1. The Board of Trustees shall respond to the Faculty Member's appeal on or before July 1.

(d) The following schedule shall apply to Faculty Members in their second year of service where the Faculty Member's appointment will not be renewed.

(i) The department chairperson shall, in departments of sufficient size, consult with Faculty Members of the department concerning whether to reappoint a Faculty Member who is in his second year of service. The department chairperson shall forward a recommendation of non-renewal to the President and the affected Faculty Member by October 1. In the event that the department chairperson forwards a recommendation of non-renewal to the
President before October 1, the review process set forth in Sections 12.6 (d)(1) through 12.6 (d)(5) hereof may commence at the time such recommendation is forwarded to the President; provided, however, that the steps in the review process set forth in Sections 12.6 (d)(1) through 12.6 (d)(5) shall occur no later than the dates specified therein.

(ii) If the Faculty Member wishes to respond to or comment on the department chairperson's recommendation, the Faculty Member by October 15 shall submit to the department chair any materials he deems relevant with regard to his reappointment and shall grant permission in writing for the Committee to examine his OAF. After consultation with the Committee, the President shall then consider the department chairperson's recommendation, the Committee's recommendation, the Faculty Member's OAF, and any related documents. Notification of non-renewal or severance for the following academic year shall be given in writing by December 15, by the President who shall send the Faculty Member by certified mail, return receipt requested, notice of non-renewal of the Faculty Member's appointment.

(iii) If the Faculty Member alleges that the President's decision not to reappoint him: (a) is the result of inadequate consideration, including but not limited to a violation of the procedures specified above, or (b) is violative of his academic
freedom (as defined in Article 12.0 of the Faculty By-Laws), or (c) is violative of governing policies and procedures regarding nondiscrimination as set forth in Article VII of this Agreement, the Faculty Member may request a hearing by the Judicial Committee. Such a request must be filed in writing with the Chair of the Judicial Committee by January 15.

(iv) The Judicial Committee shall conduct a hearing, which gives the Faculty Member full opportunity to present his case. However, it is understood that the Judicial Committee shall not be required to conduct a complete due process or adversarial hearing. The Faculty Member shall state the specific grounds upon which his appeal is based and shall bear the burden of proof. The Judicial Committee shall issue an advisory opinion on the merits of the case to the President by February 15. The Judicial Committee shall provide copies of its opinion to the Faculty Member, the department chairperson, and the President.

(v) The President shall consider the department chairperson's recommendation, the Committee's recommendation, the Judicial Committee's advisory opinion, and the Faculty Member's OAF and related documents. The President shall notify the Faculty Member of the President's decision to renew or not to renew the Faculty Member's appointment by April 15. It is understood that the President's authority with regard to the decision of
non-renewal is final, provided the procedures set forth in this Article XII are followed. However, the Faculty Member has the right to appeal the President's decision to the Board of Trustees on or before May 1. The Board of Trustees shall respond to the Faculty Member's appeal or before July 1.

(e) The following schedule shall apply to Faculty Members in their third or subsequent years of service where the Faculty Member's appointment will not be renewed:

(i) A Faculty Member to be considered for non-renewal shall be so notified by the department chairperson no later than October 1 of the academic year in which such consideration is to occur. Ordinarily, in departments of sufficient size, it is expected that the department chairperson will consult with the Faculty Members of the department concerning the proposed reappointment. If the Faculty Member wishes to respond to or comment on the department chairperson's recommendation, the Faculty Member by October 15 shall submit to the department chairperson any materials he deems relevant with regard to his reappointment and shall grant permission in writing for the Committee to examine his OAF. The department chairperson shall forward a recommendation of non-renewal, accompanied by the Faculty Member's OAF, written comments and related documents, to the President by November 1. A copy of this recommendation shall be sent to the Faculty Member.
(ii) The President shall ask the Committee to conduct its review by considering the department chairperson's recommendation, the Faculty Member's written response, if any, and the Faculty OAF and related documents. For this purpose, the Faculty Member concerned must grant permission for the Committee to examine the Faculty Member's OAF in writing. The Committee shall then forward its recommendation of renewal or non-renewal, accompanied by the documents it has reviewed, to the President by December 1; by the same date, a copy of the Committee's recommendation shall also be sent to the Faculty Member via certified mail, return receipt requested. If the Faculty Member wishes to respond to or comment on the Committee's recommendation, he shall submit a written response to the President by January 15 after the Faculty Member has received a copy of the Committee's recommendation.

(iii) The President shall consider the department chairperson's recommendation, the Committee's recommendation, the Faculty Member's response, OAF and related documents. The President shall notify the Faculty Member of the President's decision to renew or not to renew the Faculty Member's appointment by February 15. It is understood that the President's authority with regard to the decision of non-renewal is final, provided the procedures set forth in this Article XII are followed. However, the Faculty Member has the right to appeal the President's decision
to the Board of Trustees on or before May 1.

(iv) If the Faculty Member alleges that the President's decision not to reappoint him: (a) is the result of inadequate consideration, including but not limited to, a violation of the procedures specified above, or (b) is in violation of his academic freedom (as defined in Article 12.0 of the Faculty By-Laws), or (c) is in violation of the policies and procedures regarding nondiscrimination as set forth in Article VII of this Agreement, the Faculty Member may request a hearing by the Judicial Committee. Such a request must be filed in writing with the Chair of the Judicial Committee by March 15.

(v) The Judicial Committee shall conduct a hearing, which gives the Faculty Member full opportunity to present his case. However, it is understood that the Judicial Committee shall not be required to conduct a complete due process or adversarial hearing. The Faculty Member shall state the specific grounds upon which his appeal is based and shall bear the burden of proof. The Judicial Committee shall issue an advisory opinion on the merits of the case to the President by May 1. The Judicial Committee shall provide copies of its opinion to the Faculty Member, the department chairperson, and the Vice President for Academic Affairs.
(vi) The President shall consider the department chairperson's recommendation, the Committee's recommendation, and the recommendation of the Vice President for Academic Affairs, the Judicial Committee's advisory opinion, if any, the Faculty Member's written responses, if any, and the Faculty Member's OAF and related documents. The President shall notify the Faculty Member of the President's intention to renew, or shall issue a one-year notice of termination by July 1. It is understood that the authority of the President with regard to the decision of non-renewal is final, provided that the procedures set forth in this Article XII are followed, except that the Faculty Member may appeal the President's decision to the Board of Trustees by July 15. The Board of Trustees shall respond to the Faculty Member's appeal on or before October 1.

(vii) The provisions of this subsection 12.6.e. shall not be applicable to a Faculty Member who, after a tenure review in accordance with the prescribed procedures, has been denied tenure during his sixth year of service, or during the fourth year of service in the case of Faculty Members governed by Article 8.07 a in the By-Laws.

Section 12.7 A Faculty Member may terminate his appointment effective at the end of an academic year, provided that he gives notice in writing at least one semester prior to the effective date of such termination. A Faculty Member may properly
request a waiver of this notice requirement in case of hardship or in a situation where he would otherwise be denied substantial professional advancement or other opportunity.

Section 12.8 For Lecturer, Senior Lecturer and Visiting Faculty Contracts, any special circumstances pertaining to the nature of the employment shall be noted on the contract. The duration of the temporary contract shall be defined in advance for the employee and shall be set forth in the contract between the University and the employee.

Section 12.9 No part-time member of the faculty shall automatically be given Faculty Rank, but a part-time member of the faculty may apply and be considered for a full-time position which carries Faculty Rank. In addition, no Lecturer, Senior Lecturer or Visiting Faculty person shall be moved to a tenure track position in the absence of an advertised search.

ARTICLE XIII -- WORKLOAD

Section 13.1 Although workload as defined herein relates to the Faculty Member's formal teaching obligations, it also describes a Faculty Member's contributions to Lincoln. The term, "academic load" embraces a Faculty Member's role in a broad range of activities, including but not limited to, formal and informal instruction, tutorials, advising and counseling students, original work or research, preparation of new courses, and service on
various campus committees.

**Section 13.2** (a) Lincoln operates its undergraduate program on a two-semester calendar over a thirty-seven (37) week period. The fall and spring semesters comprising this two-semester calendar each consists of fifteen (15) weeks including examinations, begins with the Monday of Freshman Orientation Week in August and ends with May Commencement. Lincoln may operate one or more summer sessions at the discretion of the administration, but Faculty Member participation is volitional.

(b) The Master of Human Services Program ("MHS Program") operates on a two and one-half (2 ½) semester calendar. The fall and spring semesters for the MHS Program each consists of fifteen weeks including examinations. The summer semester, which is mandatory for all first-year students in the MHS Program, consists of eight weeks including examinations. Faculty participation in all three semesters is expected.

**Section 13.3** In the event of a change in the duration of the academic year, the parties agree to negotiate the effect of any such change on the wages, hours, and other terms and conditions of employment of Faculty Members before implementing such a change.

**Section 13.4** (a) Faculty Members who teach undergraduates shall be required to teach during the fall and
spring semesters only and shall assume the basic teaching load set forth in Section 13.5.

(b) Faculty Members who teach fulltime in the MHS Program are required to teach two and one-half (2½) semesters and shall assume the basic teaching load set forth in Section 13.5. The Director of the MHS Program shall recommend to the Vice President for Academic Affairs any exemptions for Faculty Members from their summer teaching responsibilities in accordance with the criteria set forth in Section 16.4.

(c) The salary payment for undergraduate summer school teaching shall be based on the number of tuition paying students enrolled (students participating in the University tuition remission benefit program are considered tuition paying students). The rates will be $700 per credit hour for classes in which 7 or fewer students are enrolled; $800 per credit for 8 students; $900 per credit for 9 students; and $1000 per credit for 10 or more students.

The University may offer to guarantee the teaching of specific summer course sections irrespective of the eventual enrollment in the sections. The Vice President for Academic Affairs must specify the sections to be guaranteed by the last day of the spring semester undergraduate classes. The instructor must commit to teaching the section by the last day of final examination week.
The instructor in non-guaranteed course sections may withdraw from teaching the course until the first day of summer classes. The University may cancel non-guaranteed course sections at the end of the first day of the summer session if there are fewer than six tuition-paying students as defined above in undergraduate courses. Any decision to cancel a class must be communicated to the involved Faculty Member and Department Chairman by the end of the second day of class.

The table below shows the payment per credit for the guaranteed and non-guaranteed course sections:

<table>
<thead>
<tr>
<th>COURSE SECTION ENROLLMENT</th>
<th>GUARANTEED SECTION ($ per Credit)</th>
<th>NON-GUARANTEED SECTION ($ per Credit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Students or more</td>
<td>$1000</td>
<td>$1000</td>
</tr>
<tr>
<td>9 Students</td>
<td>$900</td>
<td>$900</td>
</tr>
<tr>
<td>8 Students</td>
<td>$800</td>
<td>$800</td>
</tr>
<tr>
<td>7 Students</td>
<td>$700</td>
<td>$700</td>
</tr>
<tr>
<td>6 Students</td>
<td>$700</td>
<td>$700</td>
</tr>
<tr>
<td>5 Student</td>
<td>$700</td>
<td>Not Offered</td>
</tr>
<tr>
<td>4 Students</td>
<td>$700</td>
<td>Not Offered</td>
</tr>
<tr>
<td>3 Students</td>
<td>$700</td>
<td>Not Offered</td>
</tr>
<tr>
<td>2 Students</td>
<td>$700</td>
<td>Not Offered</td>
</tr>
<tr>
<td>1 Student</td>
<td>$700</td>
<td>Not Offered</td>
</tr>
</tbody>
</table>
The salary payment for graduate summer school teaching, except in the MHS program shall be based on the number of tuition-paying students enrolled. The rates will be $800 per credit hour for classes in which 4 or fewer students are enrolled; $950 per credit for 5 students; and $1100 per credit for 6 or more students.

The University may offer to guarantee the teaching of specific summer course sections irrespective of the eventual enrollment in the sections. The Vice President for Academic Affairs must specify the sections to be guaranteed by the last day of the spring semester undergraduate classes. The instructor must commit to teaching the section by the last day of final examination week.

The instructor in non-guaranteed course sections may withdraw from teaching the course until the first day of summer classes. The University may cancel non-guaranteed course sections at the end of the first day of the summer session if there are fewer than four students in graduate courses. Any decision to cancel a class must be communicated to the involved Faculty Member and Department Chairman by the end of the second day of class.
The table below shows the payment per credit for graduate summer school:

<table>
<thead>
<tr>
<th>COURSE SECTION ENROLLMENT</th>
<th>($ per Credit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Students or more</td>
<td>$1100</td>
</tr>
<tr>
<td>5 Student</td>
<td>$950</td>
</tr>
<tr>
<td>4 Students</td>
<td>$800</td>
</tr>
<tr>
<td>3 Students</td>
<td>$800</td>
</tr>
<tr>
<td>2 Students</td>
<td>$800</td>
</tr>
<tr>
<td>1 Student</td>
<td>$800</td>
</tr>
</tbody>
</table>

(d) MHS Program Faculty Members teaching a full-time summer semester load will be paid at a rate equal to one-half of their normal academic semester salary. The Vice President for Academic Affairs has the sole authority to determine the size and number of classes based on total enrollment and other appropriate factors.

(e) A Faculty Member shall be required to teach no more than three (3) preparations in each of two (2) consecutive semesters. A Faculty Member who has taught four (4) preparations in each of two consecutive semesters can request a review of his teaching load by the Vice President for Academic Affairs. The Vice President for Academic Affairs shall make appropriate changes for any Faculty Member who otherwise would be required to teach four (4) preparations in excess of two (2) consecutive semesters.
(f) Full time undergraduate Faculty Members shall not be required to teach in the graduate program.

Section 13.5 A load of twelve (12) credit hours per semester shall constitute a normal full-time load. A full-time load over the two (2) semesters shall consist of twenty-four (24) credit hours. While a Faculty Member normally will teach twelve (12) credit hours each semester, the parties to this Agreement recognize that there may be times when the load will be unevenly balanced over the two (2) semesters. Exceptions to normal load practices are set forth in Sections 13.8 to 13.14 of this Agreement. Additional exceptions may be allowed pursuant to the written agreement of the President and LUC-AAUP.

(a) In the undergraduate program, a three-(3) credit hour course shall consist of forty-two (42) class meetings of at least fifty (50) minutes each per semester or its equivalent.

(b) Three credit courses meeting once a week shall meet for 150 minutes a week or their equivalent. Three credit courses meeting twice a week shall meet for two sessions of 75 minutes or their equivalent.

(c) For the MHS Program, a two-(2) credit hour course shall consist of fifteen meetings of a least 100 minutes each per semester or its equivalent.
Section 13.6 The University and LUC-AAUP are aware of the need to maximize the teaching resources and potential of the University and agree that although excessive class sizes for certain disciplines should be avoided, the University and its faculty should experiment with a mix of large lecture classes, medium-sized lecture-recitation classes; and smaller seminar-recitation classes.

Section 13.7 In classes taught by teams of members of the faculty, teaching credits shall be apportioned among the participating faculty by the Vice President for Academic Affairs. However, this provision does not imply that members of the faculty should not continue to contribute to their colleagues' classes other than on a credit hour basis.

The faculty at Lincoln recognizes the fruitfulness of the interchange of ideas accomplished by guest appearances in the classes of each other and intends to extend these professional courtesies as in the past.

Section 13.8 Fourteen (14) days per semester devoted to supervised field work projects in sociology or related fields shall be equivalent to a three (3) credit hour course.

Section 13.9 Each three (3) hour period of scheduled activities in courses in physical education, laboratory sciences, and reading, writing, and math laboratories shall constitute two
Two scheduled foreign language laboratory hours shall constitute one (1) credit hour. Where such courses also include lecture hours, each hour of scheduled lecture is to be considered one (1) credit hour.

Four students registered in applied music and methodology courses shall be the equivalent of one (1) credit hour. No Faculty Member in the Music Department shall be required to teach more than forty-eight (48) students in applied music.

Section 13.10 (a) A faculty member who is included in a grant intended to pay for research time (with or without special teaching provisions included) shall have his or her work load reduced by the number of hours equivalent to the amount of research time (release time).

(b) If the University is unable to obtain an adjunct instructor to teach a released class and if the Faculty Member teaches the class, it will be taught as an overload and compensated accordingly. In such cases, the Faculty Member and the University shall agree in writing to a work schedule that ensures that the corresponding portion of the grant funded research will not be performed during hours that the Faculty Member needs to perform his teaching duties.
(c) The Principal Investigator (PI) of a research grant will receive an incentive payment of 20% of his salary to be paid by the grant and release time up to 50% of the normal workload, (24 hours per academic year). This incentive payment does not become part of the Faculty Member’s base academic year salary.

(d) In the case of multiple Principal Investigators on a single grant without specifically delineated amounts of release time to each Principal Investigator, the payment to each will be prorated based on each investigator’s contribution. In such cases, the shares must have been determined at the time the grant application (and agreed to by joint PI) is approved by Lincoln University.

Section 13.11 There shall be no generic maximum compensation caps for Faculty Members during the academic year or summer, to the extent that no state or federal policies are violated by such payments.

Section 13.12 (a) (i) The duties of the department chairperson in departments with more than three (3) full-time equivalent members of the faculty (including the department chairperson) shall constitute one three (3) credit hour course per semester;

(ii) The duties of the department chairperson in departments with two (2) or three (3) full-time equivalent members
of the faculty (including the department chairperson) shall constitute one (1) credit hour course per academic year.

(b) The chairperson of each department shall be appointed by the President at the time the annual appointment letters are issued by the Vice President for Academic Affairs, in consultation with the Dean of his school and department faculty. Each department faculty shall elect and recommend from among all eligible members, a department chairperson in accordance with Article VI of the Faculty By-Laws.

(c) Department chairpersons shall call and chair regular meetings of the department to carry out department business, such as initiating or revising courses, adding new staff, preparing the budget, and advising students. They shall invite student majors to these meetings and solicit their opinion on departmental matters.

(d) Chairpersons shall convey department decisions and requests to the appropriate committees and administrative officers of the University, and shall keep Faculty Members and student majors informed of important developments.

(e) The instructional assignment of individual faculty members in the classroom, laboratory, studio or "in the field", will be determined by the appropriate department chair in consultation with the affected Faculty Member and where necessary with the Dean of his School. Department course listings shall be
submitted to the University Registrar in October, February and March of each year. Course assignments shall be consistent with C.B.A. standards.

(f) Chairpersons will, whenever possible, arrange for visits of prospective members of the faculty to the campus and convey to the Vice President for Academic Affairs the opinion of the department members and student majors with respect to the hiring of such candidates.

Department chairpersons shall arrange for the advising of students who major or plan to major in the department.

(g) After consultation with all departmental colleagues, the department chairpersons shall recommend to the Vice President for Academic Affairs promotions and advancement to tenure for members of the department. Department chairpersons may seek student opinion in the promotion, tenure, and severance of members of the faculty, and they shall inform department members directly concerned of the recommendations in regard to promotion and tenure.

(h) The department chairman shall submit annually to the President, Vice President for Academic Affairs and Dean, on or before May 31 and more often upon request, a written report setting forth the activities of the department including, but not limited to, an annual evaluation of instructional goals and objectives.

(i) The department chairman shall complete annual
evaluations of all non-tenured faculty members within their
department. This assessment must be submitted to the appropriate
Dean by May 31 of each academic year.

(j) As the immediate supervisor of department faculty
and staff, department chairs are expected to maintain standards of
accountability for all University employees assigned to their
department.
Section 13.13 Members of the faculty who are responsible for coaching athletic teams and the dance troupe shall receive the number of credit hours per semester set forth below:

<table>
<thead>
<tr>
<th>Role</th>
<th>Fall Term</th>
<th>Spring Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseball</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Basketball (Men) Head Coach Varsity</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>Basketball (Men) Head Coach Junior Varsity</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Basketball (Women) Head Coach</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>Cheerleading Coach</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Cross Country Head Coach</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Director of Intramurals</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Director for Sports Information</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Soccer Head Coach</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Tennis Head Coach</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Track Indoor Head Coach</td>
<td>1.5</td>
<td>1</td>
</tr>
<tr>
<td>Track Outdoor Head Coach</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>Wrestling Head Coach</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Trainer</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>Volleyball (Women)</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Dance Troupe</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Swimming Coach</td>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

Section 13.14 Special undertakings (such as the organization of symposia, the scheduling of University-sponsored displays, exhibits and other events, the direction of dramatic performances, etc.) that do not fall into any of the categories listed above, shall receive credit hour on the basis of one (1) credit hour per semester for each forty (40) to fifty (50) hours of actual time spent on such an undertaking during the course of the semester.
Section 13.15  (a) The director of student teaching shall be awarded a total of six (6) credit hours of release time for teaching EDU 401 (12 credits) and EDU 422 (3 credits) each semester when the number of enrollees is one (1) to five (5) students. In the event that the number of student teachers enrolled in EDU 401/422 exceeds five (5) in any given semester, observation of these students shall be either: assigned to other Education faculty who shall be compensated according to Article 13.15(b) or assigned to the director of student teaching who shall be compensated according to Article 13.15(b). The determination of the option shall be made by the chair of the Education Department in consultation with the director of student teaching.

(b) Cognate area supervisors will observe majors in their respective departments a maximum of six times during the 14 week period. Additionally, the director of student teaching (or his designee) will observe each student six times during the 14-week period. When a Lincoln University Faculty Member makes an observation of a student teacher, the observer will discuss observations and evaluations with both the student teacher and cooperating teacher. Every observation visit will be documented with a written Student Teaching Evaluation Form and submitted by the Faculty Member to the student teaching office (Education Department).
Faculty Members who complete this process will be compensated at the rate of $150.00 per observation.

(c) The position of Chaplain, if a Faculty Member, shall be awarded three credit hours per semester.

(d) Faculty members that volunteer to work in the Student Advisement Center shall have a threshold advisement load and compensation as described below:

<table>
<thead>
<tr>
<th>YEARS</th>
<th>ADVISEMENT LOAD</th>
<th>RELEASE TIME</th>
<th>PLUS SALARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>40 Students</td>
<td>3-Cr per Year</td>
<td>$3,200</td>
</tr>
<tr>
<td>2008-09</td>
<td>40 Students</td>
<td>3-Cr per Year</td>
<td>$3,200</td>
</tr>
<tr>
<td>2009-10</td>
<td>40 Students</td>
<td>3-Cr per Year</td>
<td>$3,200</td>
</tr>
<tr>
<td>2010-11</td>
<td>40 Students</td>
<td>3-Cr per Year</td>
<td>$3,200</td>
</tr>
</tbody>
</table>

Full-time Advisors receive 3 credit release time plus the salary stipend shown above.

<table>
<thead>
<tr>
<th>YEARS</th>
<th>ADVISEMENT LOAD</th>
<th>RELEASE TIME</th>
<th>OR SALARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>20 Students</td>
<td>3-Cr per Year</td>
<td>$3,200</td>
</tr>
<tr>
<td>2008-09</td>
<td>20 Students</td>
<td>3-Cr per Year</td>
<td>$3,200</td>
</tr>
<tr>
<td>2009-10</td>
<td>20 Students</td>
<td>3-Cr per Year</td>
<td>$3,200</td>
</tr>
<tr>
<td>2010-11</td>
<td>20 Students</td>
<td>3-Cr per Year</td>
<td>$3,200</td>
</tr>
</tbody>
</table>

Part-time Advisors receive 3 credit release time or the salary stipend shown above.
(e) Subject to the consent of the Faculty Member, the advisement load may be increased beyond the threshold advisement load of 40 students, up to a maximum of 45 students, with a fifty (50) dollar per student premium paid to the advisor for each student over 40.

Section 13.16 Teaching Faculty Members shall maintain a minimum of six (6) office hours per week at such times that are convenient for students. The schedule of office hours for each Faculty Member shall be prominently posted.

Section 13.17 All daily course assignments for a Faculty Member must occur within ten (10) consecutive hours, unless otherwise approved by the affected Faculty Member.

However, every effort shall be made to schedule all daily course assignments within an eight (8) hour period of time whenever it is practicable to do so.

Section 13.18 (a) The composition of professional duties and responsibilities of individual faculty cannot be restricted to a fixed amount of time. Except for rare and compelling circumstances, Faculty Members shall discharge some of their duties (teaching, maintaining office hours, committee work, research, scholarship or creative activity) on campus at least three days per week. Exceptions to this policy would include “short” work weeks, off campus travel, release time for non-
teaching duties, Non-traditional instructional Programs (e.g. MHS Program) and other situations approved by the Vice President of Academic Affairs or appropriate Dean.

(b) The Members of the Faculty of Lincoln University affirm a continuing commitment to their unique mission in Higher Education. Because this unique mission is grounded in a legacy of time-intensive mentoring of students, the Members of this Faculty also affirm that their role as mentors and teacher-scholars may require accessibility to their students above and beyond the minimum three-day required presence on campus. The Faculty therefore commits itself to be available to provide this required accessibility to students, in order to ensure the retention and success of all Lincoln University students.

ARTICLE XIV -- GRIEVANCE PROCEDURE

Section 14.1 It is the declared objective of the parties hereto to encourage the fair and equitable resolution of grievances. In order to effect a prompt and efficient resolution of grievances, and in the interest of maintaining harmony and cordiality within the campus environment, the parties to this Agreement shall make available to each other all relevant facts. The parties further agree that except as otherwise specifically provided in this Agreement, the orderly processes hereinafter set forth shall be the sole method used for the resolution of
grievances. A grievance may be filed by an aggrieved member of the Unit, an aggrieved group of Unit members, or LUC-AAUP. LUC-AAUP may present a policy grievance (one which affects more than one person) at any step of the grievance procedure prior to the arbitration.

Section 14.2 (a) A "grievance" is an allegation or complaint that there has been a violation, misinterpretation, or improper application of the terms and conditions of this Agreement or the Faculty By-Laws of Lincoln which have been incorporated into this Agreement or any complaint alleging improper, arbitrary, or discriminatory enforcement of existing rules, regulations, practices, and/or procedures relating to wages, hours, and other terms and conditions of employment.

(b) The term "grievance" shall not include:

(i) Complaints relating to the merits of the dismissal or suspension of Faculty Members, which matters are governed by 10.01 of the Faculty By-Laws;

(ii) Complaints relating to the merits of appointment, reappointment, promotion, and tenure, which matters fall initially within the jurisdiction of the Standing Committee on Promotion, Tenure and Severance (Faculty By-Laws, Article 5.09(o) and are reviewable by the Judicial Committee (Faculty By-Laws, Article I, Paragraph (h)).
(iii) Complaints relating to the merits of alleged infringements of academic freedom, which matters fall within the jurisdiction of the Judicial Committee (Faculty By-Laws, Article 5.09(j)).

Section 14.3 Any grievance for which redress is not specifically defined in the Faculty By-Laws or in Articles VIII or XII hereof shall be subject to redress through the procedures outlined below, Steps 1 through 3. Prior to initiating Steps 1 through 3, the grievant shall inform the President or the designee of the President of the grievance. The grievance must be submitted in writing within ten (10) University calendar days after the occurrence giving rise thereto, or within ten (10) University calendar days of the date on which the grievant has learned or should have learned of such occurrence, which ever is later.

Step 1. In the event there is no resolution of the grievance within thirty (30) days after the grievant has informed the President or the designee of the President of the grievance, the grievant or LUC-AAUP shall submit his grievance to the Vice President for Academic Affairs. The Vice President for Academic Affairs or his designee shall investigate the matter in such a manner as he shall deem appropriate and shall submit a written report to the grievant and LUC-AAUP, within ten (10) Calendar Days of the date on which he received the written grievance.
Step 2. If the grievance is not suitably resolved in Step 1, the grievant or LUC-AAUP may, within five (5) Calendar Days after receipt of the written decision from the Vice President for Academic Affairs or his designee, submit a written appeal to the President. The President shall have ten (10) Calendar Days following the receipt of such written appeal to submit a written response to the grievant, LUC-AAUP, and the Vice President for Academic Affairs. It is agreed that in all cases of dismissal the Faculty Member and LUC-AAUP may go immediately to Step 2 of this grievance procedure. It is further agreed that each party to this Agreement may submit a grievance to the other party, and, by mutual agreement, proceed immediately to Step 2.

Step 3. If the grievance is not suitably resolved in Step 2, LUC-AAUP, but not a Unit Member, may within thirty (30) Calendar Days of the receipt of the written response in Step 2, notify the President of its intent to submit the grievance to binding arbitration. The parties shall have the right to mutually agree upon the arbitrator, but in the event they cannot so agree within fifteen (15) Calendar Days of receipt of the above notice, the matter shall, forthwith, be submitted to the Pennsylvania Bureau of Mediation (PBM) and the PBM shall be required to submit a list or lists of arbitrators for the selection of an impartial arbitrator. If the parties make no mutually acceptable selection
after the elimination of the second list, the PBM shall appoint the arbitrator in accordance with its rules then in effect. Anything herein to the contrary notwithstanding, individuals named by the PBM should be familiar with all aspects of the academic environment. The arbitration proceeding shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case. The decision of the arbitrator shall be final and binding upon the parties, but he is to have no authority to add to, subtract from, or modify this Agreement. Where there is a conflict between this Agreement and the Faculty By-Laws, this Agreement shall control. Further, in matters relating to decisions regarding faculty status or academic freedom, the authority of the arbitrator shall extend only to the procedures followed and not to the merits of such decisions. In all cases, arbitration proceedings shall be conducted in accordance with the rules of the Pennsylvania Bureau of Mediation (PBM) then in effect.

LUC-AAUP and Lincoln shall share the costs of arbitration equally, but each party must bear its own cost of presenting its case to the arbitrator.

Section 14.4 Anything herein to the contrary notwithstanding, filing of a grievance or appeal from any step of this grievance shall be accomplished within the time limits
specified and, in the event such is not done, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind; however, said time limits may be extended by written mutual agreement, for any reason; and, further, a grievant shall not be penalized as to the time if he has been misled by the administrator.

Section 14.5 Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit the grievance to be advanced to the next step of the procedure, unless a longer period is established by mutual written consent.

Section 14.6 The LUC-AAUP representative shall be advised by the administration of the existence of a grievance promptly after it is filed.

Section 14.7 The LUC-AAUP representative shall be permitted to be present at any meetings, which the administration holds with a grievant regarding his grievance, regardless of whether the grievant wants such representative to be there.

Section 14.8 A LUC-AAUP representative shall be permitted to represent the grievant and, in any event, to represent and speak on behalf of LUC-AAUP's particular point of interest in connection with that grievance. In this regard, it is understood
that the grievant has the right to represent himself and that LUC-AAUP shall not interfere with that right.

Section 14.9 Copies of all transcripts, documents and correspondence filed with respect to the grievance shall be sent to LUC-AAUP as early as is practicable.

Section 14.10 Any settlement, withdrawal or disposition of a grievance at Step 1 of the grievance procedure shall not constitute a binding precedent for the settlement of similar grievances in the future.

ARTICLE XV -- FACULTY RETRENCHMENT

Section 15.1 Lincoln shall meet and discuss with LUC-AAUP or its designee any changes, which will lead to retrenchment and thereby influence wages, hours, and other terms and conditions of employment. Lincoln shall provide to LUC-AAUP accurate information, statistics, and financial data related to retrenchment.

(a) If and when retrenchment notices are sent, copies of such notices shall be sent concurrently to the LUC-AAUP Contract Administrator.

Section 15.2 Retrenchment because of financial considerations, program curtailment, elimination of courses or other reasons shall be handled as follows:
(a) In so far as possible, the process of natural attrition shall be used to retrench faculty.

(b) When, in Lincoln's opinion, retrenchment is necessary and it cannot be accomplished entirely by attrition, LUC-AAUP and the Faculty Members shall be notified prior to implementation and retrenchment shall be made, as the circumstances require.

(c) Before a Faculty Member is retrenched, every reasonable effort shall be made to place him in another suitable position. "Suitable," the parties agree, shall mean available open positions for which the affected faculty is qualified, in the following order: (i) full-time academic positions; (ii) full-time non-academic positions; (iii) part-time academic positions; and (iv) part-time non-academic positions.

(d) Anything herein to the contrary notwithstanding, consistent with such reasonable time constraints as the President shall determine, the affected Faculty Members shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment. Those who are retrenched by voluntary agreement in accordance with the foregoing shall have the same rights as if involuntarily retrenched.

(e) Within the first three years of his retrenchment, a Faculty Member shall be given preference for any opening in the
faculty at Lincoln, providing he is qualified. Upon his re-employment, such person shall retain all benefits he would otherwise be entitled to had he not been retrenched and shall not be considered a new employee; however, nothing herein shall be construed as authorizing the payment of retroactive benefits for the period during which the Faculty Member did not work at Lincoln.

(f) The University shall follow the due notice procedures described in the Faculty By-Laws.

(g) The University agrees that in any retrenchment the process of natural attrition shall be, insofar as is possible, the device used to retrench faculty, as set forth in Paragraph (a) of this Section 15.2; accordingly, the University agrees that the following retrenchment policies shall apply to each department;

(i) No actual retrenchment shall occur within a department when a reduction in full-time staff, equivalent to the reduction sought within the department by the University's retrenchment action, is actually scheduled to occur through retirement, resignation or the non-renewal of non-tenured members of the faculty by the end of this Agreement. Actual retrenchment as used herein shall mean the actual termination of services and not the notice of termination.

(ii) Once a department has suffered a reduction in full-time staff due to retrenchment, the University may not within
the term of this Agreement increase such staff without first offering positions to those who were retrenched, provided they are qualified.

ARTICLE XVI -- SALARY COMPENSATION AND FRINGE BENEFITS

Section 16.1 Faculty Member raises will be an across-the-board percentage increase (ATB) as shown in the tables below for the respective Faculty Ranks. Each Faculty Member raise shall be calculated on a Faculty Member’s annual base salary.

Table 1—TENURE and TENURE TRACK Faculty members’ salary raise by rank:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.500%</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.500%</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.500%</td>
</tr>
<tr>
<td>Instructor</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.500%</td>
</tr>
</tbody>
</table>

As shown in this table, the salary raise is an ATB percentage increase in Faculty Members’ base salary as stipulated above.

Table 2—NON-TENURE TRACK Faculty members’ salary raise by rank:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Visiting Faculty Positions</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.500%</td>
</tr>
<tr>
<td>Lecturer</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.150%</td>
<td>4.500%</td>
</tr>
</tbody>
</table>

As shown in this table, the salary raise is an ATB percentage increase plus the flat dollar increase in Faculty Members base salary as stipulated above.
(a) Each Faculty Member, other than those newly hired for
the 2007-2008 academic year (who shall receive no adjustment in
salary for the initial year), shall receive an annual increase over
his/her 2006-07 annual salary as shown in Tables 1 and 2. For
example, the salary increase for an Assistant Professor who earned
$50,000 during the 2006-07 year shall receive a salary of $52,075
for the 2007-08 academic year ($50,000 x 4.150%=$2,075). The base
salary for 2007-08 becomes $52,075.

(b) Each Faculty Member, other than those newly hired for
the 2008-2009 academic year (who shall receive no adjustment in
salary for the initial year), shall receive an annual increase over
his/her 2007-08 annual salary as shown in Tables 1 and 2. For
example, the salary increase for an Associate Professor who earned
$60,000 in 2007-08 academic year shall receive a salary increase of
$2,490 for the 2008-09 academic year ($60,000 x 4.150%=$2,490). The base salary for 2008-09 becomes $62,490.

(c) Each Faculty Member, other than those newly hired
for the 2009-2010 academic year (who shall receive no adjustment in
salary for the initial year), shall receive an annual increase over
his/her 2008-09 annual salary as shown in Tables 1 and 2. For
example, an Professor who earned $70,000 in 2008-09 academic year
shall receive a salary increase of $2,905 for the 2009-10 academic
year ($70,000 x 4.150%=$2,905). The base salary for 2009-10

59
becomes $72,905.

(d) Each Faculty Member, other than those newly hired for the 2010-2011 academic year (who shall receive no adjustment in salary for the initial year), shall receive an annual increase over his/her 2009-10 annual salary as shown in Tables 1 and 2. For example, an Instructor who earned $50,000 in 2009-10 academic year shall receive a salary increase of $2,250 for the 2010-11 academic year ($50,000 x 4.500%=$2,250). The base salary for 2010-11 becomes $52,250.

(e) The following minimum salary levels are in effect during 2007-2011:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>$62,000</td>
<td>$65,000</td>
<td>$68,000</td>
<td>$71,000</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$53,000</td>
<td>$56,000</td>
<td>$59,000</td>
<td>$62,000</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$46,000</td>
<td>$48,000</td>
<td>$50,000</td>
<td>$52,000</td>
</tr>
<tr>
<td>Instructor</td>
<td>$41,000</td>
<td>$43,000</td>
<td>$45,000</td>
<td>$47,000</td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>$53,000</td>
<td>$56,000</td>
<td>$59,000</td>
<td>$62,000</td>
</tr>
<tr>
<td>Lecturer</td>
<td>$41,000</td>
<td>$43,000</td>
<td>$45,000</td>
<td>$47,000</td>
</tr>
</tbody>
</table>

In the event that a Faculty Member’s salary increase results in a salary that is less than the minimum for his/her rank, as set forth in the table above, then his/her salary shall be increased to the minimum salary for his/her rank.
(f) The following maximum salary levels are in effect for new hires or regularization of current positions during 2007-2011:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>$77,000</td>
<td>$81,000</td>
<td>$85,000</td>
<td>$89,000</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>$66,000</td>
<td>$69,000</td>
<td>$72,000</td>
<td>$75,000</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>$56,000</td>
<td>$59,000</td>
<td>$62,000</td>
<td>$65,000</td>
</tr>
<tr>
<td>Instructor</td>
<td>$47,000</td>
<td>$49,000</td>
<td>$51,000</td>
<td>$54,000</td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>$77,000</td>
<td>$81,000</td>
<td>$85,000</td>
<td>$89,000</td>
</tr>
<tr>
<td>Lecturer</td>
<td>$56,000</td>
<td>$59,000</td>
<td>$62,000</td>
<td>$65,000</td>
</tr>
</tbody>
</table>

These ceilings apply to all new hires or regularization of current position, unless, LUC-AAUP and Lincoln mutually agree in writing with regards to such person to waive the maximum entering salary cap.

(g) Each Faculty Member shall, at the time of signing the annual appointment letter, shall be given the option of indicating whether he wishes to be paid his salary in twelve (12) monthly or nine (9) monthly (September - May) equal installments.

(h) For promotions in Faculty Rank, a Faculty Member's annual increase will be equal to the scheduled (in the contract year of promotion) percentage increase for the rank to which he/she is being promoted plus an additional four percent (4%) or adjusted to the minimum salary, as set forth in the Table above, for the new rank, whichever increase would be greater. For
example, an Assistant Professor promoted to Associate Professor for the 2007-08 academic year; will as an Associate Professor, be entitled to an eight and 150/1000 percent increase (4.150%+4.000%=8.150%) in 2007-2008 above his/her 2006-2007 salary or an adjustment to the Faculty Rank minimum (Associate Professor) for the contract year of promotion whichever increase would be the greater.

(i) The parties recognize that there may be times when an overload in excess of the twenty-four (24) credit hours in Section 13.5 of this Agreement is required. Overload payments will be made when a Faculty Member teaches more than twenty-four (24) credit hours over the fall and spring semesters. Two separate rates of payment are recognized: Teaching an additional section of a course already being offered by the faculty member and a new preparation for a course not already being offered by the faculty member.

The payment rate for each of the overload per semester credit hour is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Additional Section</th>
<th>New Prep</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>900</td>
<td>950</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>850</td>
<td>900</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>800</td>
<td>850</td>
</tr>
<tr>
<td>Instructor</td>
<td>750</td>
<td>800</td>
</tr>
</tbody>
</table>
In the case of non-teaching overloads (e.g. department chair, Program director, etc.), the Faculty member shall be paid the appropriate percentage of his salary based on the level of effort.

(j) The University shall issue contracts for teaching overloads in the fall and/or spring semester by March 15. Compensation for the fall semester shall be paid at the end of March. Compensation for the spring semester shall be paid at the end of April.

(k) If a Faculty Member teaches less than twenty-four (24) credit hours over the two semesters, he may be required, as long as this deficit appears by the second week of the spring semester, to work in alternate service to be assigned by the University on two (2) hours for one (1) credit hour basis.

(l) If a Faculty Member teaches more than twenty-four (24) credit hours over the two semesters, it is considered an overload and section 16.1 (h) applies. However, all such overloads must be mutually agreed upon by the affected Faculty Member and Department Chairman. Normally Faculty Members shall be limited to teach no more than one course on an overload basis per semester.

(m) (Department chairs will be compensated at the rate of $125 per day, for work mutually agreed to by the Vice President for Academic Affairs and the affected chair during the summer.
(n) Any full time Faculty Members serving in full time University administrative positions, such as Deans and Vice Presidents, shall, upon returning to the faculty, have their salaries adjusted to the corresponding salary they would have received had they remained in the faculty.

(o) Endowed/Named Chairs

Each endowed/named chair is awarded for a three-year period provided the University approves funding for the endowed/named chair. Pending a satisfactory performance review and documented progress toward meeting pre-established objectives upon completion of the third year, the endowed/named chair holder may receive a two-year extension. After completion of a five-year period, the selection process is conducted for a new endowed/named chair holder.

Criteria for the establishment and implementation of an endowed (or named) chair include:

1. A mission statement will be developed and approved by the University

2. A minimum of one million dollars ($1,000,000) will be raised for the chair

3. Prescribed procedures will be followed for endowed/named chair selection:
   a. A national search will be conducted to select a
endowed/named chair

b. A screening committee consisting of the Vice President For Academic Affairs, Vice President for Development and External Relations, a Faculty representative with the rank of full professor elected by the faculty, and an individual external to the University who is a recognized expert/scholar in the general field of a discipline appropriate to each endowed/named chair screens applications. This committee identifies and submits a list of qualified candidates to the selection committee.

c. A selection committee, which selects the endowed/named chair holder, consists of two Presidential appointees and one Faculty member with full professor rank elected by the Faculty.

4. Expectations of Endowed/Named Chair Holders

Endowed/named chair holders are responsible for Faculty duties in the academic department to which they are assigned. Endowed/named chair holders are assigned a six (6) credit hour teaching load (or an equivalent amount of research, scholarly or service work) for each fall and spring semester. The endowed/named chair holder is responsible for developing and documenting progress toward achieving objectives for the endowment mission. At a minimum, endowed/named chair holder productivity shall include an annual seminar/lecture and a written (publishable) paper. The operating
budget for the endowed/named chair holder must be approved by the Vice President For Academic Affairs and is administered by the department chairperson to whom the endowed/named chair holder reports. The annual salary for endowed/named chair holders shall not exceed one hundred and forty thousand dollars ($140,000). Additionally, each endowed/named chair holder shall have an operating budget not to exceed twenty-five thousand dollars ($25,000) annually.

5. Miscellaneous

Endowed/named chair holders are members of the bargaining unit LUC-AAUP, and shall have no managerial or supervisory authority, and, as such, fall under the Collective Bargaining Agreement except where teaching load, salary, and supplementary budgets are concerned. Endowed/named chair holders are not in tenure tracks; they enjoy the same status as Visiting Faculty.

Section 16.2(a) Employees shall be entitled to receive University employee health care benefits, selected by them pursuant to the schedule of employee benefit plans maintained by the Office of Human Resources, on the first of the month after the date of full-time employment.

(b) The University, as an employer contribution, shall pay toward the single (i.e., employee only) rate of the HMO coverage as the “base plan” health coverage for 2007-08 four hundred and sixty-
one ($461.00) dollars per month.

i. Beginning with 2007-08 year and continuing through the duration of the contract period, employees electing under the University Cafeteria Plan such single base plan (e.g., currently Aetna HMO Patriot V or XV) shall pay the difference between the monthly University contribution ($461.00) and the actual cost of the single rate up to a maximum of fifteen dollars ($15.00) per month. To the extent that there are increases in the carrier monthly single base coverage charges that exceeds $476.00, the University shall pay the balance of the cost of such single coverage over $476.00 per month as an additional employer contribution.

ii. Beginning with 2007-08 and continuing through the duration of the contract period, employees electing under the University Cafeteria Plan the premium plan (e.g., currently Aetna Open Access), shall pay the difference between the monthly University contribution ($461.00) and the actual cost of the single premium plan. In the event the University’s single base employer contribution increases under Section 16.2 (b)(i), the corresponding employer contribution for Section 16.2 (b)(ii) will be adjusted accordingly.

For any health plan dependent coverage elected under the University Cafeteria Plan, the University shall pay, as an employer contribution, sixty (60%) of the actual cost of such additional dependent coverage elected. The Faculty member shall be responsible
to pay, as an employee contribution, the difference between the required employer contribution and the actual cost of the elected dependent health coverage.

The University will pay eighty five percent (85%) of the single rate for dental coverage elected under the University Cafeteria Plan.

Each Faculty member, who opts out of the University healthcare program, shall receive an annual payment of seven hundred dollars ($700) provided that s/he documents current healthcare (medical) coverage elsewhere. Faculty members reserve the right to re-enter the University Cafeteria Plan during any open enrollment period.

The University’s liaison with the insurance carrier shall submit correspondence that documents any premium charges for all health care plans including a copy of the previous year’s insurance costs. These documents should be sent annually to LUC-AAUP Contract Administrator no later than thirty (30) days upon receipt from the insurance broker.

(c) The terms of such plans are incorporated herein by reference.

(d) Pursuant to the terms of the plans, employees may withdraw or modify their coverage.

Section 16.3 Leaves will be granted in accordance with the provisions of Article 13.01 – 13.04 of the Faculty By-Laws. The
President shall grant such leaves after consultation with the Committee on Promotion, Tenure and Severance, to a maximum of five of the tenured Faculty Members per academic year. The recipient of a sabbatical leave for the upcoming academic year shall be notified in writing by March 1st of the then current academic year.

Section 16.4(a) Unit members may be granted special leaves of absence by the President for limited periods of study, research, and professional improvement, to render technical or professional or public service, for reasons of health, for administrative assignments, or for other approved activities. Such special leaves of absence shall not ordinarily extend beyond two consecutive years, and shall not be counted toward the accumulation of years qualifying one for a sabbatical leave.

(b) Special leave with pay shall be granted to Faculty Members where such leave is occasioned by: (i) jury duty; (ii) death in the immediate family; (iii) service in reserve components of the armed forces; (iv) service in the Pennsylvania or other state National Guard; and (v) participation in work-related professional conferences and training sessions. The President may grant leaves of absence with reduced pay for Unit members who pursue graduate or post-doctoral courses of study. The President shall grant unpaid leave for service to the American Association of University Professors. Other types of special leaves of absence may be granted.
with or without pay at the discretion of the President.

(c) For all leaves granted, including sick leaves, the University shall continue its contributions to all insurance programs covering the Faculty Member on leave for the balance of the semester.

(d) For all leaves granted, including sick leaves that extend past the balance of the semester, the University will permit the Faculty Member to continue to participate in the insurance programs under this Agreement. However, the Faculty Member is responsible for all contributions and the payment of all expenses.

(e) Full fringe benefits for Faculty Members on sabbatical leave shall continue during the sabbatical.

(f) A Unit member who has dropped his or her insurance coverage during the leave period will be permitted to enroll in the University's plans subject to the terms and conditions of such plans.

Section 16.5 Unit members shall be permitted sufficient time away from their regular assignments for previously approved scholarly and professional purposes, subject to the following provision: it shall be the responsibility of the Faculty Member to provide adequate substitutes for all regularly scheduled University activities in his absence. Such substitutes must receive the prior approval of the department chairperson. Money for such travel shall
be authorized normally for the following purposes:

(a) To attend a professional conference or meeting (limit of two per person per year) pertaining to the academic interests of the Faculty Member. Lincoln shall pay such Faculty Member's registration fee, in addition to documented expenses up to a maximum per year as follows:

<table>
<thead>
<tr>
<th>Attendance Only:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>$1000</td>
</tr>
<tr>
<td>2008-09</td>
<td>$1050</td>
</tr>
<tr>
<td>2009-10</td>
<td>$1100</td>
</tr>
<tr>
<td>2010-11</td>
<td>$1150</td>
</tr>
</tbody>
</table>

(b) To serve in an official capacity or to make a formal presentation at such a meeting (two per person per year), Lincoln shall pay such Faculty Member's registration fee, in addition to documented expenses up to a maximum per year as follows:

<table>
<thead>
<tr>
<th>Active Participation:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>$1200</td>
</tr>
<tr>
<td>2008-09</td>
<td>$1250</td>
</tr>
<tr>
<td>2009-10</td>
<td>$1300</td>
</tr>
<tr>
<td>2010-11</td>
<td>$1350</td>
</tr>
</tbody>
</table>

(c) It is understood that the limit on reimbursement (to two conferences per year) whether under subparagraphs (a) or (b) of this Section 16.5 is an overall limit. Thus, a Faculty Member is entitled to reimbursement for two conferences per year whether attending under (a) or participating under (b) of this Section 16.5.
It is further understood that the University shall have the authority to reject any request for reimbursement of registration fees, as provided in Paragraphs (a) and (b) of this Section 16.5 if the University determines such fees are excessive or for any other appropriate reason.

Section 16.6 Reimbursement for transportation, subsistence, lodging, and registration fees shall conform to the standards promulgated by the Commonwealth of Pennsylvania. Every reasonable effort will be made to process travel expenses promptly.

Section 16.7 Faculty Members, from the time of initial employment, may enroll in one (1) undergraduate course per semester, tuition free, provided this privilege meets the approval of the department chair and the Vice President for Academic Affairs. This program is applicable only to the charge for tuition, not fees. The spouse and dependent children of Faculty Members may attend the undergraduate programs of Lincoln University in the fall, and spring and summer semesters, tuition free. This program is applicable only to the charge for tuition, not fees. It may be awarded in addition to other tuition scholarships, provided that the combined credit is not in excess of the total tuition charge for the semester.

Section 16.8 Unit members shall have free parking on the main campus. Full-time graduate Faculty Members shall have free
parking at the Urban Center. All Faculty Members may utilize the travel policy, for necessary visits to the Urban Center or the main campus. Provided that the travel resulted in expense to the faculty member that would not otherwise be incurred during a normal workday.

Section 16.9  No fees or fines shall apply to Faculty Members except as provided in this Agreement or by the Faculty By-Laws.

Section 16.10  Unless altered by this Agreement, all existing benefits shall continue.

Section 16.11  Faculty Members shall be given the first option to apply for any position in all summer and special programs contracted by the University. Directors of all summer and special programs shall inform the faculty of all openings in a timely manner so that Faculty Members may apply.

Section 16.12  In the event that a Faculty Member is incapacitated for a period of more than three weeks by reason of bona fide illness, accident, or other conditions normally covered by sick leave, such Faculty Member shall, while he or she is so incapacitated, continue to receive his full salary for a period of up to two (2) months. If his incapacitation continues, he shall receive 65% of his salary for another two (2) months. If his incapacitation continues, he shall receive 60% of his salary for another two (2) months. During the time he is receiving his salary
hereunder, he shall continue to receive his proportionate share of the payment of fringe benefits from the University. If his incapacitation continues beyond six months, the Faculty Member shall be eligible to apply for Long Term Disability and if approved receive 60% of compensation. This provision applies to Faculty Members who have been in the employ of the University at least one (1) full year.

Section 16.13 In accordance with the Family Medical Leave Act, employees are entitled to a maximum of twelve (12) weeks of unpaid leave in a twelve (12) month period. This unpaid leave may be taken in addition to accumulated paid sick leave. However, it is the employee’s option to use his accumulated leave prior to taking an unpaid leave of absence. It is understood by the LUC-AAUP and Lincoln University Administration that an employee would not be mandated to use all of his accumulated leave prior to taking unpaid leave. The employee would be permitted to save five (5) accumulated sick days when taking twelve (12) weeks of unpaid leave under the Family Medical Leave Act. Employees must provide a medical certificate to the Office of Human Resources prior to the effective date of leave, if "foreseeable."

Employees will be entitled to health care benefits while on leave under this Act.
Section 16.14  Nothing herein shall prevent the University from changing insurance carriers provided the new contracts provide equal or superior benefits to Faculty Members. LUC-AAUP shall be provided with reasonable notice of any change in insurance carrier.

Section 16.15  The present retirement plan, with its current eligibility provisions, carried with Teacher’s Insurance and Annuity Association – College Retirement Equities Fund shall be continued by the University. The University shall contribute to the plan at the rate of 5% of an employee’s annual salary. Annual salary as used here refers to defined term according to the Internal Revenue Service, which includes summer compensation and overload. The University will increase its contribution to a maximum of 10% providing that the employee matches the University’s contribution above the 5% on a one percent (1%) to one percent (1%) basis. Participation in the plan is voluntary, should the employee elect not to contribute to the retirement plan, the University shall not be required to make any contribution above the 5% stated above. The terms of the aforesaid Plan are incorporated herein by reference.

Section 16.16  a) The University and LUC-AAUP agree that it is beneficial to have the Fringe Benefit Committee. The Fringe Benefit Committee shall be composed of the Vice President for Fiscal Affairs, the Director of Human Resources and one other University representative, and three representatives from LUC-AAUP. A
representative from each of the other bargaining units on campus shall be invited to attend meetings at which fringe benefits, which affect their membership, are discussed. The Committee shall be convened by the Vice President for Fiscal Affairs or his designee at least twice each year.

(b) The Fringe Benefit Committee shall review all fringe benefits provided by the University and make proposals for changes.

(c) The Fringe Benefit Committee will review and make recommendations concerning any changes in the carriers, which provide health care benefits to the University employees. This Committee would be entrusted with the responsibility of reviewing proposals for changing the carrier(s), including associated costs and the impact of such costs on union employees at the University, before a change in the carrier(s) could be made. It is understood that any changes in carrier(s) would provide equal or better coverage for the employee at a cost that does not exceed the cost of the program(s) being changed.
Section 16.17  (a) The University agrees to create a Faculty Development Program to which it will contribute each academic year of this contract as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>85,000</td>
</tr>
<tr>
<td>2008-09</td>
<td>90,000</td>
</tr>
<tr>
<td>2009-10</td>
<td>95,000</td>
</tr>
<tr>
<td>2010-11</td>
<td>100,000</td>
</tr>
</tbody>
</table>

The Faculty agrees to put forth its best efforts to raise the corresponding matching amount for the program by either (a) writing development grants or (b) by including faculty development activities in other grant proposals.

(b) The Faculty Development Committee, the Vice President for Fiscal Affairs and the Vice President for Academic Affairs shall prepare for faculty approval, a proposal setting forth the criteria and outlining the procedures for allocating the awards.

ARTICLE XVII -- LIBRARIANS

Section 17.1 All Librarians are Faculty Members and shall hold Faculty Rank as Lecturer, Senior Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor.

Section 17.2 Librarians shall be covered by the same tenure, sabbatical, and merit increase provisions as other Faculty Members, with credit toward sabbaticals and tenure accruing as of the date Faculty Rank was conferred.
Section 17.3 Librarians shall be covered by the same written contracts of appointment as other Faculty Members.

Section 17.4 Librarians shall be obligated to maintain adequate service based on the library schedule existing at the time of this Agreement.

Librarians shall be required to work an eleven (11) month year with compensation based on an 11/9 ratio of other similarly situated classroom teaching Faculty.

At least one (1) Librarian each year may take an additional month's vacation without pay. At least one (1) Librarian each year shall be allowed three (3) months paid leave to pursue graduate study. Librarians shall be given the college academic holiday and recess periods provided for other Faculty Members.

Scheduling of Librarians, both weekly and monthly, including vacations, shall be at the discretion of the Head Librarian in consultation with the other Librarians. If a Librarian is required to work during academic holidays and recess periods, he shall be given compensatory time off. Compensatory time may be accumulated and used at the discretion of the Head Librarian within twelve (12) months.

Section 17.5 The Librarians shall be eligible for promotion in the same manner and fashion as other Faculty Members, except that they are understood to have different work loads.
ARTICLE XVIII -- LEGISLATIVE ACTION

Section 18.1 In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation, or the granting of appropriations, that provision shall become effective only if such legislative action is taken. The parties, however, mutually agree to make such recommendations to the legislature, which may be necessary to give force and effect to the provisions of this Agreement.

Section 18.2 Lincoln, with the cooperation of LUC-AAUP, will cause to be introduced and will lend its full support to the necessary proposed legislation.

Section 18.3 In the event legislation is not passed with respect to a specific subject matter, the parties hereto shall have the right to renegotiate regarding the subject matter contained in such a provision of this Agreement in a manner permitted by law.

Section 18.4 In the event that any provision of this Agreement is found to be inconsistent with existing statutes or ordinances, such statutes or ordinances shall prevail and if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions shall remain in full force and effect.
ARTICLE XIX -- MISCELLANEOUS

Section 19.1 Academic institutions exist for the transmission of knowledge, the pursuit of truth, the development of students, and the general well-being of society. Free inquiry and free expression are indispensable to the attainment of these goals.

Freedom to teach and freedom to learn are inseparable facets of academic freedom. The freedom to teach and the freedom to learn depend upon appropriate opportunities and conditions in the classroom, on the campus, and in the larger community. Members of the academic community should exercise their freedom with responsibility and should respect the general conditions conducive to academic freedom.

Accordingly, Lincoln and LUC-AAUP commit themselves to the observance of the following propositions:

(a) All members of the faculty and librarians are entitled to the rights and protections guaranteed by the Constitutions of the United States and the Commonwealth of Pennsylvania.

(b) All members of the faculty and librarians are entitled to an honest and unprejudiced evaluation of their work and performance.

(c) All members of the faculty and librarians are entitled to a fair hearing in any disciplinary proceeding.
(d) All members of the faculty and librarians are entitled access to those facilities and services of the University that are appropriate to their work with due regard for the rights of others.

(e) All members of the faculty and librarians are entitled to the rights of free inquiry, free expression, and free association to assure academic freedom.

(f) All members of the faculty and librarians shall scrupulously observe the privacy of personnel files and privileged information. Such data shall be shared only with authorized personnel of Lincoln and shall be closed to persons outside the Lincoln community unless consent is given to the person involved or except when medical or legal circumstances make such disclosure mandatory.

(g) All members of the faculty and librarians shall be informed of the rules that govern their conduct and of the expectation that is set for their performance.

(h) All members of the faculty and librarians have the right and the responsibility to participate in institutional governance to the extent provided by the University's By-Laws and Charter.

(i) All members of the faculty and librarians have a special obligation to be accurate in their utterances, to show respect for the opinions of others and, except when authorized to
speak for the University, to make every effort to indicate that they are not institutional spokesmen.

(j) All members of the faculty and librarians have the obligation to pursue the truth as they see it. No subsidiary interest shall be allowed to compromise their freedom of inquiry nor shroud the results of their thought in secrecy.

Section 19.2 Notwithstanding anything to the contrary in the Faculty By-Laws, the Committee on Nominations shall make nominations for all elective posts at the last regular faculty meeting of the academic year. Any Faculty Members qualified to vote may make additional nominations from the floor.

Section 19.3 Notwithstanding anything to the contrary in the Faculty By-Laws, the standing committees listed hereafter shall be created annually. Elections to committees shall be held by ballot at the last regular faculty meeting of the academic year, except that the members of Committee on Nominations shall be elected at the first regular faculty meeting in the second semester. Except as otherwise specified members of committees, whether elected or appointed, shall serve pursuant to the terms and conditions of the Faculty By-Laws. New committees shall follow the terms and conditions of the Faculty By-Laws. Vacancies occurring during the year shall be filled pursuant to the terms and conditions of the Faculty By-Laws. Except as otherwise specified, the chairperson of
each standing committee shall be elected by the members of the committee at the first meeting following election of the committee. Names of chairpersons shall be reported to the faculty no later than the October meeting of the faculty.

Section 19.4 This Agreement is subject to ratification by the membership of LUC-AAUP and approval by the University's Trustees.

Section 19.5 In the event of a consolidation of Lincoln with any other educational institution or group of institutions, whether by merger, acquisition or otherwise, the terms and conditions of the Agreement shall be binding upon the surviving entity, to the extent allowed by law.

Section 19.6 The University shall notify LUC-AAUP at least three (3) months in advance of a closing, sale or merger of the University. Following such notice, the University will bargain, upon request, concerning the effects of the closing, sale or merger upon the Faculty Members, including but not limited to effects such as severance pay and combined employment rights.
Section 19.7  The University will limit the use of members of the faculty employed pursuant to a part-time contract to no more than fifteen percent (15%) of the credit hours taught in any one (1) semester.

In making this calculation, summer sessions credits, credits taught by University of Delaware Faculty Members, Independent Study Course credits, Co-op credit, Study Abroad credits and credits taught by persons employed pursuant to coverage for sabbaticals, grants, leave (paid or unpaid) or pursuant to release time for LUC-AAUP activity are not counted.
ARTICLE XX -- DURATION

Section 20.1 This Agreement shall become effective September 1, 2007, and shall remain in full force and effect until August 31, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and a duplicate of like tenor and effect on the date first above mentioned.

The individuals executing this agreement hereby warrant that they are authorized by their signatures to bind the parties whom they represent to this agreement.

LINCOLN UNIVERSITY CHAPTER
OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

BY:

LUC-AAUP Chief Negotiator

LUC-AAUP Negotiator

LUC-AAUP Negotiator

LUC-AAUP Negotiator

LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

BY:

Vice President for Fiscal Affairs

Vice President for Academic Affairs

Acting Director of Human Resources

President, Lincoln University

Chairperson, Board of Trustees