

Side Letters of Agreement:

ADDENDUM "A" Joint Committees  
ADDENDUM "B" Tutorials  
ADDENDUM "C" Cap on Administration Teaching

Exhibits:

EXHIBIT "A" Salary Deduction Authorization  
EXHIBIT "B" Faculty By-Laws  
EXHIBIT "C" 1940 Statement of Principles  
on Academic Freedom and Tenure  
EXHIBIT "D" Non-reappointment Schedule  
Overview  
EXHIBIT "E" Grievance Procedure Overview

**ADDENDUM A  
SIDE LETTER  
JOINT COMMITTEES**

The University and LUC-AAUP agree to joint working Committees. The Working Committees shall be composed of the representatives appointed by the President and representatives appointed by LUC-AAUP. The parties agree to appoint joint working Committees to address the following:

- a. The review and assessment of a Board of Trustees' Faculty Awards policy
- b. The review and assessment of Article VI: Section 6.1
- c. The review and assessment of other mutually agreed upon topics as they are identified.

The mutually agreed results of the Committees' work will be committed to writing and where appropriate and as expressly intended shall be included and shall become part of the Collective Bargaining Agreement (CBA) after compliance with the appropriate approval procedures.

This Side Letter of 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 Side Letter of Agreement and a duplicate of like tenor and effect on the date first above mentioned.

A signature page indicating approval of this Side Letter of Agreement is being kept on file in the Office of Human Resources and in the Office of LUC-AAUP.

## **ADDENDUM B TUTORIALS**

Both parties agree that from time to time it may be necessary to offer tutorials: selected courses not listed on the current schedule of classes. Both parties further agree that the Administration may not use "tutorials" solely to replace a regularly required or scheduled course simply because of low enrollments. LUC-AAUP agrees that Faculty Members wishing to offer tutorials must provide a compelling reason that addresses unique student needs and must secure the approval of the appropriate department chair. Graduate school courses and courses that are offered by part-time faculty members are excluded from tutorial consideration.

The per credit hour payment for the tutorial will be \$100.00 per registered student, to a maximum of \$1200. For example, a 3-credit course with 2 students would provide the Faculty Member with an additional salary of \$600 (3 credits X \$100.00 X 2 Students). All tutorials would be capped at \$1200. Tutorials will be paid on the same time cycle as overloads and will require a written contract signed by the administration and the affected Faculty Member.

Faculty Members who wish to offer a tutorial must submit a request on a standard form to his or her department chair. If the department chair approves the request, it will be forwarded to the appropriate academic dean for final approval. With all of the required approvals, the tutorial form will be forwarded to the Registrar's Office for processing and/or recording. Faculty Members cannot be required to offer a tutorial. There must be mutual agreement between the department chair and the Faculty Member. The limit on tutorials per Faculty is one (1) per semester. In the unlikely event of an under-load for a Faculty Member with tutorials in any given academic year, the Administration may elect to accept on a one for one credit basis the tutorials as satisfying the Faculty member's alternative service requirement.

Both parties further agree that the aforementioned language governing "tutorials" shall become a standard of this collective Bargaining Agreement, subject only to negotiations of terms and conditions in future contracts.

This Agreement shall become effective September 1, 2007, and shall remain in full force and effect until August 31, 2011. The specific tutorials recognized by both parties is an attachment to this agreement and will be honored for the current academic year (2007-2008).

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

A signature page indicating approval of this Side Letter of Agreement is being kept on file in the Office of Human Resources and in the Office of LUC-AAUP.

**ADDENDUM C**  
**CAP ON ADMINISTRATION TEACHING**

This addendum is held under separate cover by both parties due to the confidential nature of the salary information it contains.

Both parties agree that the University shall limit full time administrators to no more than six credits annually at a compensation rate equivalent to the overload rate for instructors, unless the University and LUC-AAUP agree in writing to an increase in the number of allowed credits.

This Side Letter of 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 Side Letter of Agreement and a duplicate of like tenor and effect on the date first above mentioned.

A signature page indicating approval of this Side Letter of Agreement is being kept on file in the Office of Human Resources and in the Office of LUC-AAUP.

**EXHIBIT A**

**LINCOLN UNIVERSITY CHAPTER OF A.A.U.P.  
Box 131  
LINCOLN UNIVERSITY, PA 19352**

**SALARY DEDUCTION AUTHORIZATION**

I hereby authorize Lincoln University to deduct monthly from my salary the regular annual dues of LUC-AAUP, and remit them to the term of the Agreement between Lincoln University and LUC-AAUP, or any extension thereof or successor thereto, except that it may be revoked on each anniversary of the Agreement, provided such notice is given in writing during a period which commences fifteen (15) days prior to the anniversary date.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## EXHIBIT B

### Faculty By-Laws

#### Article I: Membership

**Section 1.01** The Faculty shall consist of the President, Professors, Associate Professors, Assistant Professors, Instructors, Senior Lecturers, Lecturers, Visiting Faculty of All Ranks, Academic Deans (hereafter referred to as "Deans"), and other administrative officers with Faculty rank, as appointed by the Board of Trustees, who are in the full-time employ of the University.

**Section 1.02** The President shall be Chair of the Faculty or, in the absence of the President, the Vice President for Academic Affairs shall be Chair of the Faculty.

**Section 1.03** Administrative officers without Faculty rank may attend all meetings of the Faculty except executive sessions, but are not eligible to vote nor hold membership on standing committees except as hereinafter specified.

#### Article II: Powers of the Faculty

**Section 2.01** The Faculty shall prescribe, subject to the University Charter and approval of the Board of Trustees, requirements for graduate and undergraduate admissions, graduate and undergraduate courses of instruction, graduate and undergraduate conditions of graduation, the degrees conferred, and rules and methods of conducting the educational work of the University.

**Section 2.02** The Faculty shall be informed by the President, or other designated officers of the administration, of important developments affecting the University, including proposed capital expenditures and annual budgets.

**Section 2.03** The Faculty shall recommend to the Nominations, Trustees, and Honorary Degree Committee of the Board of Trustees candidates for honorary degrees and shall designate the recipients of fellowships, scholarships, prizes and awards.

**Section 2.04** Subject to the primary authority of the President, the Faculty may participate with designated officers of the administration in matters of student discipline through the committee structure hereafter defined.

### **Article III: Meetings**

**Section 3.01** A publicly stated meeting of the Faculty under the President, as Chairperson, shall be held monthly during the academic year.

**Section 3.02** The President may call additional meetings, including executive sessions, at his or her discretion and, on the petition of ten or more members of the Faculty, the President shall call a meeting.

**Section 3.03** In the event of the absence of the President, the Vice-President for Academic Affairs shall preside at the meetings of the faculty.

**Section 3.04** The Vice President for Academic Affairs shall establish the date and prepare the principal agenda for each Faculty meeting.

**Section 3.05** The Vice President for Academic Affairs shall distribute written notice of each meeting, whether stated or called, to each Faculty member, giving the principal agenda of the meeting.

**Section 3.06** The Faculty Secretary shall keep records of the proceedings of meetings of the Faculty.

**Section 3.07** Robert's Rules of Order, as revised, shall be the authority of the conduct of these meetings. The Parliamentarian shall advise the presiding officer concerning rules of order.

### **Article IV: Suffrage**

**Section 4.01** A majority of the voting members of the Faculty shall constitute a quorum. The number of faculty constituting a quorum shall be announced at the first Faculty meeting of each semester. Neither the President nor the Vice President for Academic Affairs shall be counted toward a quorum.

**Section 4.02** The voting privilege shall be extended to all members of the Faculty who are in the full-time employ of the University.

**Section 4.03** The President has the deciding vote in case of a tie but no vote otherwise. In the absence of the President, The Vice President for Academic Affairs, as Chair, has the deciding vote in case of a tie but no vote otherwise.

### **Article V: Standing Committees & Other Elective or Appointed Positions**

**Section 5.01** Elections to committees shall be held by ballot at the last regular Faculty meeting of the academic year, except that the Committee on Nominations shall be constituted at the first regular Faculty meeting in the second semester.

**Section 5.02** Unless otherwise specified, the beginning date of committees is the start of the next academic year after election of committees.

**Section 5.03** Except as otherwise specified and to fill an incomplete term, Faculty members of committees, whether elective or appointive, serve for three year terms, and will be eligible for reelection or reappointment. New committees and initial terms of committees will be staggered in one, two, and three year terms.

**Section 5.04** Vacancies shall be filled by election or by appointment, and shall be filled for the remainder of the term of the vacating faculty member.

**Section 5.05** The first officially listed member of each Committee will convene the Committee and the Committee shall choose its own chairperson unless otherwise designated.

**Section 5.06** Where the Chairperson is not designated or chosen by the Committee, he or she shall be appointed by the President from members of the Committee.

**Section 5.07** Students shall be invited to serve on committees as specified hereafter, or upon the invitation of any committee. Student members shall be permitted to vote on committees.

**Section 5.08** Nominations. The Committee on Nominations shall make nominations for all elective posts at the last regular meeting of the academic year. Any members of the Faculty qualified to vote may make additional nominations from the floor.

**Section 5.09** Standing Committees:

- a. The Committee on Admissions, Academic Standing, and Financial Aid composed of four members elected by the Faculty, one representative from the Advising Center, the Registrar, the Admissions Officer, the Director of Financial Aid, The Director of the ACT 101 Program, the Vice President for Enrollment Planning or designee, and two students. Students appearing before the Committee shall have the option of excluding the students on the Committee from hearing their case.
- b. The Committee on Assessment and Evaluation, composed of one Faculty person from each school of study, one from the professional staff in the Library, one from the graduate faculty, the Vice-President for Academic Affairs, the Director of Institutional Research, one alumnus on staff, one undergraduate student, and one graduate student.

- c. The Committee on Athletics, composed of the Director of Athletics three members elected by the Faculty, and three students.
- d. The Curriculum Committee, composed of the Vice President for Academic Affairs, the Registrar, four elected members of the Faculty, one from each of the schools of study, one from the graduate faculty, and two students.
- e. The Technology Committee, composed of four members elected by the Faculty, one from each school of study and one from the library, three members from the Administration appointed by the President, the Chair of the Math and Computer Science Department, and two students.
- f. The Committee on Educational Policies, composed of the Vice President for Academic Affairs (chairperson), two students, and five members elected by the Faculty, one from each of three schools of study, one at large, and one from the graduate faculty. This committee shall meet from time to time with the Educational and Academic Matters and Student Welfare Committee of the Board of Trustees
- g. The Committee on Faculty By-Laws, composed of three members elected by the Faculty and one student.
- h. The Committee on Honorary Degrees, composed of two members elected by the Faculty, three appointed by the President, and two students. This committee shall meet no later than September 30 to consider Faculty recommendations for honorary degrees. It shall thereafter meet with a similar committee of the Board of Trustees for the purpose of making recommendations to the faculty.
- i. The Committee on Honors and Awards, composed of four members elected by the Faculty, the Director of the Honors Program, and two students.
- j. The Judicial Committee, composed of three non-administrative members with permanent tenure elected by the Faculty.
- k. The Juridical Review Committee, composed of three members elected from the Faculty and four students.
- l. The Committee on Lectures and Recitals, composed of the Head Librarian or designee, three members elected by the Faculty and two students.

- m. The Committee on the Library, composed of the Head Librarian, four members elected by the Faculty, one from each of the schools of study, one from the graduate faculty, and two students.
- n. The Committee on Nominations, composed of three members elected by the Faculty, one from each of the schools of study, and one student.
- o. The Committee on Promotions, Tenure, and Severance, composed of three members elected by the Faculty, one from each of the schools of study. Only members of the Faculty on permanent tenure and of Professor rank shall be eligible for election. The Chairperson of the committee shall be the elected Faculty member with seniority on the committee.
  - i. An alternate member shall be elected each year from the school of the retiring member of the committee to participate in discussions, and voting when a regular member of the committee is unavailable, for any reasons, to participate in the discussion and voting on a given application. The alternate member becomes a full member of the Committee for three years in succession to the retiring member of the Committee.
- p. The Committee on Religious Activities, composed of the Chaplain, two members elected by the Faculty and two students.
- q. The Committee on Research and Publications, composed of three members elected by the Faculty, and one student.
- r. The Committee on Student Health and Welfare, composed of two administrative officers responsible for student affairs, five members elected by the Faculty, one of whom shall serve as chairperson and shall vote in case of a tie, the Director of Health Services, and six students chosen from the upper classes. The Committee shall be empowered to form a subcommittee to investigate, study and evaluate student attitudes, behavior, health and general welfare. A University designated physician, psychiatrist, or psychologist shall be consulted as the need arises.
- s. The Faculty Development Committee composed of one elected from each school, one elected from the Library, one elected from the graduate faculty, the Vice President for Academic Affairs, and one student.

- t. The Faculty Committee on Writing composed of six members elected by the Faculty, one from the Library, the Director of the English Department Composition Program, one member of the staff in the writing lab, and one student who has passed the Writing Proficiency Exam.
- u. The Committee on Graduate Studies composed of one elected Faculty member from each graduate program, two graduate students, Director of the Urban Center, the Head Librarian, the Vice-President for Academic Affairs.

**Section 5.10** Other Elective positions:

- a. The Faculty Nonvoting Representative to the Board of Trustees whom the Faculty elects annually, reports Faculty concerns to the Board of Trustees as necessary, and reports back to the Faculty. The Faculty Representative must be a tenured full or Associate Professor.
- b. Parliamentarian, whom the Faculty elects annually.
- c. Faculty Secretary, whom the Faculty elects annually.

**Section 5.11** Special Committees:

- a. The President shall have the power to appoint special or ad hoc committees except as provided by statute to assist him or her in the performance of his or her duties. The President may serve as chairperson of any special committee or may appoint a chairperson.
- b. Special or ad hoc committees may be created upon the request of a majority of those present and eligible to vote in any Faculty meeting.

**Section 5.12** The President shall be ex officio a member of all committees.

**Article VI: Departments of Instruction  
& Department Chairpersons**

**Section 6.01** The Chairperson of each department shall be appointed by the President at the time contracts are issued, based on the recommendations of the Vice-President for Academic Affairs, the Dean of his or her school, as well as all other faculty in his or her department.

**Section 6.02** The Chairperson of each department shall serve a term of four academic years, and may be reappointed for a second term. The Chairperson shall not serve more than two consecutive terms.

**Section 6.03** Exceptions to 6.02 shall be determined by the President in consultation with the Vice-President for Academic Affairs, and the Dean of the Chairperson's school.

**Section 6.04** The performance of each Chairperson shall be reviewed annually by the Dean of his or her school in consultation with the other Faculty members in the Chairperson's Department. The Dean shall submit a written annual report to the Vice President for Academic Affairs.

**Section 6.05** The Chairperson shall be consulted on, and may make recommendations concerning appointments and promotions in his or her department.

**Section 6.06** The Chairperson shall submit annually a Departmental Strategic Plan outlining the departmental goals, objectives, and accomplishments to the President, to the Vice-President for Academic Affairs, and to the Dean of his or her school.

**Section 6.07** The Chairperson shall be subject to the duties and responsibilities of members of the Faculty in 9.02. Other duties and responsibilities of Chairpersons shall be specified in the Collective Bargaining Agreement.

**Section 6.08** A department Chairperson may submit his or her resignation prior to the end of his or her term of service.

**Section 6.09** A department Chairperson may be removed by the decision of the President on the recommendation of the Vice President for Academic Affairs in consultation with the Dean of his or her school and members of his or her department.

## **Article VII: Schools of Study**

**Section 7.01** Departments of instruction shall be grouped into the following schools of study: The School of Humanities; The School of Natural Sciences and Mathematics; The School of Social and Behavioral Sciences.

**Section 7.02** Departments of instruction shall include all undergraduate and graduate degree programs.

**Section 7.03** Each school shall convene at least twice a semester during the academic year for consideration of and appropriate action on matters common to the several departments. The Dean of each school shall call such meetings, preside over them, and assemble and distribute minutes.

**Section 7.04** The President, in consultation with the Vice President for Academic Affairs and the Departments of study, shall appoint an Academic Dean as the chief officer for each School.

**Section 7.05** The duties and responsibilities of the Deans shall be determined by the Vice President for Academic Affairs in consultation with the departments of instruction and the approval of the President.

**Section 7.06** Each Dean shall serve at the discretion of the Vice President for Academic Affairs and shall be evaluated on an annual basis in the last month of the academic year. Evaluations shall be conducted by the Vice President for Academic Affairs in consultation with the departments of instruction in the Dean's school.

**Article VIII: Officers of Instruction:**  
**Appointment, Promotion and Tenure**

**Section 8.01** The Committee on Promotions, Tenure, and Severance shall make recommendations to the Vice President for Academic Affairs who will make recommendations to the President on all faculty promotions, admissions to tenure, sabbatical leaves and severances.

**Section 8.02** The Committee on Promotions, Tenure, and Severance shall base its recommendations in 8.01 on consultation with the dean of the faculty member's school and the department Chairperson of the faculty member, as well as other bases as specified in the Promotions and Tenure Guidelines.

**Section 8.03** Members of the Faculty on tenure-track shall be appointed as full-time Instructor, Assistant Professor, Associate Professor, or Professor.

**Section 8.04** Terms of appointment.

- a. Instructors shall be on one-year appointments. Such appointments may be renewed from year to year.
- b. Assistant Professors, Associate Professors, and Professors shall be appointed for a term not exceeding three years on their initial appointment. They may be reappointed.

**Section 8.05** Notifications.

- a. Non-reappointment or severance. Notification of non-reappointment or severance for the following academic year shall be made in writing by the President or designee by March 1, in the first year of appointment, by December 15, in the second year of appointment, and in subsequent years a full twelve months prior to the termination of service.
- b. Resignations. Resignations of members of the Faculty shall be submitted within one month after receipt of contract to the Vice President for Academic Affairs.

- c. Reappointment. Notifications of reappointments for the following academic year shall be in writing by the President or designee and shall be kept on file.
- d. Tenure-track Schedule. The final decision date by which a faculty member must make formal application for tenure and the final tenure decision year shall be specified in a new faculty member's initial contract as well as in all subsequent contracts.

**Section 8.06** Gaining Tenure.

- a. Procedures for application and evaluation for tenure by non-tenured members of the Faculty on tenure-track shall be specified in the Promotion and Tenure Guidelines as approved by the Faculty and the Board of Trustees.
- b. No member of the Faculty shall be admitted to tenure unless he or she has made formal application to the Promotions, Tenure, and Severance Committee as specified in the Promotion and Tenure Guidelines.
- c. Plan for tenure. All non-tenured members of the Faculty on tenure-track must be provided a written plan for gaining tenure by the Vice President for Academic Affairs in consultation with the Faculty member, the Dean of his or her school, and his or her department Chair at the time of initial appointment.
- d. Evaluation. All non-tenured members of the Faculty on tenure-track must be evaluated annually by the chairperson of their department, or in the case of chairpersons, by the dean of their school, by July 1, in accordance with 8.06 c., to determine progress toward gaining tenure. Such evaluation must be shared and signed by the Faculty member with the opportunity to respond.
- e. Prospect of Tenure. Instructors and Assistant Professors shall be given written notice of their prospect for tenure by the Vice President for Academic Affairs in consultation with the department Chair and Dean of the Faculty member's school of study not later than four years from the time of their initial appointment.

**Section 8.07** Members of the Faculty may gain tenure through reappointment or promotion as follows in a, b,c, d, and e if they have made formal application to the Promotions, Tenure, and Severance Committee in accord with 8.06 b.

- a. Members of the Faculty employed as Instructors or Assistant Professors, or some combination thereof, for a period of seven years shall be granted permanent tenure upon appointment to their eighth year.
- b. Members of the Faculty employed as Instructors or Assistant Professors but with three or more years of service as a full-time Faculty member at any other accredited institution of higher education shall be granted permanent tenure upon appointment to a fifth year at Lincoln University. Years of service shall be determined at the time of initial appointment and stated in the written contract.
- c. Members of the Faculty employed as Instructors or Assistant Professors shall be granted permanent tenure when promoted to the rank of Associate Professor or Professor.
- d. Members of the Faculty employed as Associate Professors shall be granted permanent tenure when promoted to the rank of Professor.
- e. Members of the Faculty employed as Associate Professors or Professors shall be granted permanent tenure when reappointed after three years in either rank.

**Section 8.08** Initial Appointment with Tenure. Members of the Faculty may be initially appointed with permanent tenure in the rank of Associate Professor or Professor by the President, but no member of the Faculty shall be initially appointed with tenure without prior review and written recommendation to the President by the Committee on Promotions, Tenure, and Severance.

#### **Article IX: Duties of Faculty**

**Section 9.01** Duties of members of the Faculty shall include the performance of the educational work of the University in a manner appropriate to his or her profession and according to his or her role at the University.

**Section 9.02** Duties of members of the teaching faculty shall include, among other duties to be determined by contract and role at the University, meeting classes as assigned, advising students, maintaining regularly scheduled office hours, attending Faculty and school meetings, participating on Faculty committees and attending in proper academic attire all formal academic occasions scheduled by the University, unless

relieved by special permission of the Vice-President for Academic Affairs.

**Section 9.03** Every member of the Faculty shall at all times pay the strictest regard to matters of professional ethics.

**Section 9.04** Outside Remunerative Activity. Full-time members of the Faculty shall not engage in remunerative activities outside the University that interfere with the acceptable performance of their duties as members of the Faculty. The Faculty member must file with the Vice President for Academic Affairs, who will make recommendations to the President, a description of the nature and extent of the outside activity. Mutual agreement is expected. If the decision of the President is adverse, the Faculty member may appeal to the Board of Trustees.

**Article X: Severance  
And Other Actions**

**Section 10.01** Adequate Cause. No member of the Faculty shall be deprived of permanent tenure or be dismissed prior to the expiration of his or her term of appointment without adequate cause. Adequate cause shall consist of departure from commonly accepted standards of professional ethics, neglect of duty, incompetence, or illegal conduct prejudicial to the University.

**Section 10.02** Procedures Regarding Charges and Complaints against members of the Faculty.

- a. Initiation of Charges and Complaints. The President may initiate charges against a member of the faculty. In all other instances complaints against a member of the Faculty shall be submitted in writing to the President.
- b. Investigation. Upon receipt of such complaint (in a.), the President shall cause an investigation to be made of said complaint
- c. Statement of Charges. If the President judges that the complaint states a prima facie cause of possible termination of tenure or dismissal prior to termination of appointment, the President shall prepare a written statement of the charges together with a summary of the evidence in support thereof, and serve a copy of the same on the accused Faculty member and inform the Faculty member of his or her right to a hearing before the Judicial Committee.

- d. The Accused's Right to Dispute. If the accused disputes the charges or desires a hearing thereon, he or she shall within fifteen days from the receipt of the statement of charges serve a written reply thereto upon the President and request a hearing.
- e. Convening the Judicial Committee. Upon receipt of the reply and request, the President shall within fifteen days thereafter convene the Judicial Committee to hear and act upon the charges.
- f. Judicial Committee hearing. The Judicial Committee shall choose its own chairperson and establish its own rules of procedure, and the Committee shall set the date of the hearing. The accused and the President shall both appear before the Committee, and both shall have the right to present evidence, examine and cross-examine witnesses, and shall have the right to retain and be represented by counsel.
- g. Record of Hearing. A complete audio taped record of the proceedings shall be kept.
- h. Judicial Committee Decision. After the hearing the Judicial Committee shall render a decision. Such decision shall be final unless within fifteen days after the receipt of the same, the President or the accused appeals to the Board of Trustees.
- i. Appeal to Board of Trustees. If the President or the accused appeals to the Board of Trustees, the President shall forward the appeal together with the audio taped record of the proceedings to the Chairperson of the Board of Trustees for the Board's action. The decision of the Board of Trustees shall be final.
- j. Disqualification of Judicial Committee Member. In the event of the disqualification of a member of the Judicial Committee, the President shall fill an appointive vacancy, and the Faculty an elective vacancy. Both the President and the accused may request that a member of the Judicial Committee be disqualified from the hearing for cause. The decision of disqualification shall be made by the other members of the Judicial Committee. A disqualified member shall be replaced as specified above.

**Section 10.03** Complaints Against the President. Complaints against the President for adequate cause (section 10.01) or for abuse of power, properly signed and verified, shall be submitted to the Judicial Committee. The Judicial Committee shall review the complaint and the available evidence and, if warranted, file a report to the Board of Trustees.

#### **Article XI: Rights of Members of the Faculty**

**Section 11.01** Right of Appeal to President. Any Faculty member who believes that his or her rights have been violated or ignored by any other Faculty member, or administrative officer, and who is unable to obtain satisfactory redress within the Faculty or through his or her department, shall have the right of appeal directly to the President.

**Section 11.02** Right of Appeal to Board of Trustees. If the President's decision does not settle the matter to the Faculty member's satisfaction, he or she may present to the President an appeal addressed to the Board of Trustees, and this appeal, accompanied by the President's own statement, shall be transmitted by the President to the Board of Trustees for appropriate action.

#### **Article XII: Academic Freedom**

**Section 12.01** Each member of the Faculty is entitled to freedom in the classroom to discuss his or her subject, except where he or she introduces material not related to his or her subject or where the material introduced is contrary to the University Mission or other fundamental stated aims of the University.

**Section 12.02** Each member of the Faculty is entitled to full freedom in research and in the publication of the results, provided that these activities do not impede the adequate performance of his or her other academic duties.

**Section 12.03** In speaking and writing, each member of the Faculty is entitled to the same freedom and is subject to the same responsibility attached to all other citizens, except that as an educational officer and a member of a learned profession, he or she shall be accurate, show appropriate restraint, show respect for the opinions of others, and shall not misrepresent himself or herself as a spokesperson of the University.

#### **Article XIII: Leaves of Absence**

**Section 13.01** All sabbatical leaves shall be decided by the President based on the recommendation of the Vice President for Academic Affairs after consultation with the Committee on Promotions, Tenure, and Severance.

**Section 13.02** Members of the Faculty on permanent tenure, who shall have taught at Lincoln University on full time appointment for six years, shall be eligible for a sabbatical year with half salary or a sabbatical half-year with full salary.

**Section 13.03** A Faculty member who is eligible for leave may waive his or her right to apply without losing his or her priority for such leave at a later date.

**Section 13.04** Members of the Faculty on sabbatical leave may accept part-time employment. The Faculty member must file with the Vice President for Academic Affairs, who will make recommendations to the President, a description of the nature and extent of the employment. Mutual agreement is expected. If the decision of the President is adverse, the Faculty member may appeal to the Board of Trustees.

**Section 13.05** All nonsabbatical leaves of absence shall be decided by the President based on the recommendation of the Vice President for Academic Affairs after consultation with the Dean of the Faculty member's school and with the Chairperson of his or her department.

**Section 13.06** Except in cases of emergency or other unforeseen circumstances, the request for a leave of absence must be submitted on or before December 1<sup>st</sup> if the leave is to begin in the fall term of the following academic year or on or before April 1<sup>st</sup> if it is to begin in the spring term of the following academic year.

**Section 13.07** Members of the Faculty may be granted special leaves of absence without salary for limited periods of study, research and professional improvement, to render technical or professional service, to hold a position in another institution appropriate to the use and extension of the applicant's expertise, to hold public office, or to engage in political or community service, or for personal reasons such as rearing children or caring for an incapacitated near relative.

**Section 13.08** Leaves of absence without salary shall not ordinarily extend beyond two consecutive years, and shall not be counted toward the accumulation of years qualifying one for a sabbatical leave.

**Section 13.09** Leaves of absence without salary for non-tenured faculty shall not count as part of the applicant's probationary contract period.

**Section 13.10** Application for special leave shall be submitted in writing, in due time to permit the University to make required curricular adjustments, or to provide for a substitute. The application shall contain a clear statement of the scope and particulars of the proposed research project or professional service.

**Section 13.11** Leaves requested for reasons of personal or public emergency shall be negotiated in the light of the exigencies of the case, except as mandated by law. They shall be without salary except in cases of personal illness or disability, or as specified by the Collective Bargaining Agreement.

**Section 13.12** It is assumed that benefit will accrue to the University from all leaves other than emergency leaves. The interest of the University in the professional improvement and the scholarly prestige of members of the Faculty is acknowledged. It is further assumed, however, that benefit accrues to the University only if the recipient of leave returns for an extended period of service. Whether with or without salary, a recipient of leave who does not return to the University for at least a full year following the expiration of the leave, shall be considered in violation of an ethical obligation.

#### **Article XIV: Amendments to By-Laws**

**Section 14.01** These By-Laws may be amended, repealed, or otherwise modified at any meeting of the Faculty by the affirmative action of two-thirds of the voting faculty present at the meeting, provided that the affirmative vote numbers more than a majority of the eligible voters of the faculty, and provided also that notice of the action to be taken and the text of proposed amendments, portions to be repealed, or other modifications have been mailed to the voting members of the Faculty at least ten days before the meeting at which the proposed changes shall be brought to vote. All modifications of these By-Laws shall be subject to approval by the Board of Trustees.

#### **Article XV: Distribution**

**Section 15.01** A copy of these By-Laws shall be delivered to every member of the Faculty now in service or hereafter appointed, and every such person shall be governed by the provisions set forth.

## EXHIBIT C

### ACADEMIC FREEDOM AND TENURE 1940 STATEMENT OF PRINCIPLES

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

#### ACADEMIC FREEDOM

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary returns should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

## ACADEMIC TENURE

(a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of full-time Instructor or a higher rank the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the provision that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

**EXHIBIT D**

**NON-REAPPOINTMENT SCHEDULE OVERVIEW  
First Year Faculty Member Contract Non-Renewal**

<b>STEP</b>	<b>DATE</b>	<b>INDIVIDUAL</b>	<b>ACTION</b>
I	Not later than January 15	Department Chairperson	After consultation with other departmental Faculty Members, recommendation must be forwarded to President and affected Faculty Member regarding non-renewal.
II	Not later than February 1	Faculty Member	Responds in writing in regard to non-renewal to President and gives written permission to PTS Committee to examine official personal file.
III	Not later than March 1	President	Consider Chair's and PTS Committee's recommendation, the Faculty Member's Official Academe File (OAF), and any related documents and makes decision
IV	Not later than March 15	Faculty Member	Under certain conditions (see Section 12.6 c iii), the Faculty Member may request a Judicial Committee hearing on President's decision.
V	Not later than April 1	Judicial Committee	Conducts hearing and submits advisory opinion to President.
VI	Not later than April 15	President	Considers Chair's and PTS Committee's recommendation, the Judicial Committee's advisory opinion and Faculty Member's OAF and related documents and renders decision.

VII	Not later than May 1	Faculty Member	Appeals President's decision to Board of Trustees.
VIII	Not later than July 1	Board of Trustees	Responds to Faculty Member.

**EXHIBIT D**

**NON-REAPPOINTMENT SCHEDULE OVERVIEW (CONT.)  
Second Year Faculty Member Contract Non-Renewal**

<b>STEP</b>	<b>DATE</b>	<b>INDIVIDUAL</b>	<b>ACTION</b>
I	Not later than October 1	Department Chairperson	After consultation with other departmental Faculty Members, recommendation must be forwarded to President and affected Faculty Member regarding non-renewal.
II	Not later than October 15	Faculty Member	Responds in writing to Chair and gives written permission to PTS Committee to examine Official Academe File (OAF).
III	Not later than December 15	President	Considers Chair and PTS Committee's recommendations and Faculty member's OAF and related documents and renders a decision.
IV	Not later than January 15	Faculty Member	Under certain conditions (see Section 12.6 d iii), the Faculty Member may request a Judicial Committee hearing on President's decision.
V	Not later than February 15	Judicial Committee	Conducts hearing and issues an advisory opinion to the President.
VI	Not later than April 15	President	Considers Chair's and PTS Committee's recommendation, Judicial Committee's advisory opinion and Faculty Member's OAF and related documents and renders decision.

VII	Not later than May 1	Faculty Member	Appeal the President's decision to the Board of Trustees.
VIII	Not later than July 1	Board of Trustees	Responds to Faculty Member.

**EXHIBIT D**

**NON-REAPPOINTMENT SCHEDULE OVERVIEW (CONT.)  
Third or Sequent Years Faculty Contract Non-Renewal**

<b>STEP</b>	<b>DATE</b>	<b>INDIVIDUAL</b>	<b>ACTION</b>
I	Not later than October 1	Department Chairperson	After consultation with other departmental Faculty Members, recommendation must be forwarded to President and affected Faculty Member regarding non-renewal.
II	Not later than October 15	Faculty Member	Responds in writing to Chair and gives written permission to PTS Committee to examine Official Academe File (OAF).
III	Not later than November 1	Department Chairperson	Forwards recommendation of non-renewal, accompanied by Faculty Member's OAF, written comments and related documents to the President.
III	Not later than December 1	President	Instructs PTS Committee to conduct review considering Chair's recommendation, Faculty Member's written response, if any, and OAF (written permission must be given by Faculty Member to view OAF) and related documents. Forwards recommendation and documents to the President.

IV	Not later than January 15	Faculty Member	Forwards to the President, written response to the Committee's recommendation.
V	Not later than February 15	President	Considers the Chair's the PTS Committee's recommendation, the Faculty Member's official response, OAF and related documents and renders decision.

**EXHIBIT D**

**NON-REAPPOINTMENT SCHEDULE OVERVIEW (CONT.)  
Third or Sequent Years Faculty Contract Non-Renewal (CONT.)**

	<b>DATE</b>	<b>INDIVIDUAL</b>	<b>ACTION</b>
VI	Not later than May 1	Faculty Member	Appeals President's decision to the Board.

**AND/OR**

	<b>DATE</b>	<b>INDIVIDUAL</b>	<b>ACTION</b>
VII	Not later than March 15	Faculty Member	Under certain conditions (see Section 12.6 e iv), the Faculty Member may request a Judicial Committee hearing on President's decision.
VIII	Not later than May 1	Judicial Committee	Conducts hearing and issues an advisory opinion to the President.
IX	Not later than July 1	President	Considers Chair's and PTS Committee's recommendation, Judicial Committee's advisory opinion and Faculty Member's Official Academe File (OAF) and related documents, and renders decision.
X	Not later than July 15	Faulty Member	Appeals President decision to the Board of Trustees.
XI	Not later than October 1	Board of Trustees	Responds to Faculty Member.

**EXHIBIT E**  
**GRIEVANCE PROCEDURE OVERVIEW**

<b>"PRE-GRIEVANCE" PROCESS</b>		
<b>TIME PERIOD</b>	<b>INDIVIDUAL</b>	<b>ACTION</b>
Within 10 University calendar days after the occurrence or within 10 University calendar days of the date on which the grievant has learned or should have learned of such occurrence, whichever is later	Grievant	Informs the President or designee of the grievance in writing.
Within 30 days after the grievant has informed the President or designee of the grievance.	President or designee	Resolution of grievance.
If unresolved to satisfaction of grievant, Faulty Member may proceed to formal three-step grievance process.		

**THREE STEP GRIEVANCE PROCESS**

<b>STEP</b>	<b>TIME PERIOD</b>	<b>INDIVIDUAL</b>	<b>ACTION</b>
I	Within 10 calendar days of the date on which the Vice President for Academic Affairs receives the written grievance.	Vice President Academic Affairs or his designee	Investigates the matter and submits a written report to the grievant and LUC-AAUP.
II	Within 5 calendar days after receipt of the written decision from the Vice President or designee	Grievant or LUC-AAUP	Submits a written report to the President.
	Within 10 calendar days from the receipt of written appeal	President	Submits a written response to grievant, LUC-AAUP, and Vice President for Academic Affairs

**EXHIBIT E**

**GRIEVANCE PROCEDURE OVERVIEW (CONT.)**

III	Within 30 calendar days of receipt of the written response in Step 2	LUC-AAUP	Notifies the President of its intent to submit the grievance to binding arbitration
	W/n 15 calendar days of receipt of the notice	LUC-AAUP and President	Mutually agree upon the arbitrator.
	After 15 calendar days, if agreement on arbitrator cannot be made between LUC-AAUP and President.	American Arbitration Association	Appoints an arbitrator and proceeds with binding arbitration.