

COLLECTIVE BARGAINING AGREEMENT
between
THE LINCOLN UNIVERSITY
of the Commonwealth System of Higher Education
and
LINCOLN UNIVERSITY CHAPTER
Of the American Association of University Professors
(LUC-AAUP)

September 1, 2012

to

August 31, 2016

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BETWEEN

THE LINCOLN UNIVERSITY AND LUC-AAUP

This Agreement effective as of the 1st day of September 2012, 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” or Union).

ARTICLE I – RECOGNITION

Section 1.1. Recognition

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, the Director of Nursing/Allied Health Program provided s/he presides over a Pennsylvania certified Nursing Program and has at least a 25% teaching load, and all visiting faculty positions.

Section 1.2. Exclusions

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.

Section 1.3. Assignment of Rank

All and any 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.

Section 1.4. Masculine Pronoun Usage

The masculine pronoun used herein shall import the feminine, and the singular number used herein shall import the plural, whenever applicable, unless otherwise indicated in this agreement.

ARTICLE II – DEFINED TERMS

As used in this Agreement:

Section 2.1. Calendar Day

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

“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. Chapter

The word “Chapter” shall mean the Lincoln University Chapter of the American Association of University Professors (LUC-AAUP).

Section 2.4. Faculty Members

“Faculty Members” are those employed in the full-time service of Lincoln with primary responsibility for the 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

“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

“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 Ranks of Lecturers

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, Senior Lecturer and Non-Tenure Tracks

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 or 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

“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. Faculty Contracts for Visiting Faculty

- 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 a 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 time, there shall be a maximum of 8% of the total credits taught by full-time faculty with Visiting Faculty Contracts during the 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.

ARTICLE III – PURPOSE OF AGREEMENT; ACCOUNTABILITY

Section 3.1. Purpose

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. Negotiated Items

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. Lincoln University-Commonwealth Act of 1972

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 the University's By-Laws and by the terms of this Agreement, the property, business and affairs of the University shall be managed and controlled exclusively by the Board of Trustees ("Trustees").

Section 4.2. Act 195

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

Section 4.3. Negotiated Items per Section 702

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.

Section 4.4. Shared Governance

Given the variety and complexity of tasks associated with institutions of higher education, both parties recognize the indispensable interdependence among the governing Board of Trustees, administration, faculty, and students. Given the multitude of challenges facing academe, both parties recognize that all four constituent groups have knowledge, skills, and competencies that can and should be exercised for addressing said challenges. It is further agreed that such collaborative effort in advancing the institution necessitates adequate communication among all aforementioned groups and full opportunity for appropriate joint planning and decision-making.

ARTICLE V – CHAPTER SERVICE ITEMS

Section 5.1. Meeting Room

Upon application to the appropriate University authority, the Union shall be entitled to the use of a meeting room on the same basis that pertains to any group, except student groups, within the University.

Section 5.2. Communications

The Union shall have the right to post notices of its activities on bulletin boards in the University's buildings, and the Union shall have the right to use Faculty Members' mailboxes for the distribution of its official communications. The Union shall also have the same rights accorded to other University groups, except student 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 University's website, subject to the adherence of all policies and guidelines concerning the University website.

Section 5.3. Copy of Annual Budget Request

The University shall make available to the Union 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 the University'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. Faculty Listing

Twice each year the University shall make available to the Union 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, the University will give these data to the Union when it receives a signed commitment from the newly hired Faculty Member.

Section 5.5. Annual Faculty Conference

The designated representative of the Union shall be offered a reasonable amount of time on the agenda of the University's annual faculty conference.

Section 5.6. Dues Deductions

The University agrees to deduct in monthly installments the current collective bargaining dues of the Union 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 the Union semi-annually and shall be remitted by the 15th of each month to the Union, 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, the Union shall be solely responsible in the event any member of the Union claims that the deduction and/or remission was improper.

Section 5.7. Collective Bargaining Agreement Copies/Access

The University shall be responsible for printing five copies of this Agreement for LUC-AAUP and for supplying all full-time Faculty Members with access to an electronic copy, for publishing on the University website; all of the aforementioned will occur within two months of Agreement ratification.

Section 5.8. Access to University Equipment

The Union 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. The Union shall pay the cost of all materials, supplies, and any other charges incident to such use, including postage, photocopying and telephone.

Section 5.9. Office Space

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

Section 5.10. Release Time

The University agrees to provide the Union release time of three semester hours for one individual to be specified by the Union. In addition the Union may purchase from the University at cost up to 12 semester hours annually. The University and the Union agree 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. Faculty By-Laws

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. Improving Governance

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. Collective Bargaining Agreement and By-Laws for Contract Resolution

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. Non-Discrimination Clause

The parties agree that there shall be no discrimination against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, marital status, veteran status, non job-related disability, union membership or non-membership, or any characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Pennsylvania Human Relations Act, the Philadelphia Fair Practices Ordinance, or any other federal, state, or local laws or regulations prohibiting employment discrimination or which otherwise regulate employment terms and conditions.

Section 7.2. Voting Rights

Unless authorized pursuant to voting rights, 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. Personnel Files

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/CV 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 of Academic Affairs. The OAF is a resource file that members of the Promotion, Tenure, and Severance Committee (PTS) may 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 are or may have been maintained by any administrative office of 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 of 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. Official Academe File (OAF)

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 the University such as transcripts, curricula vitae, employment records or published materials received prior to the Unit member's employment at the University.
- 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 the University'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. Official Stamping of Official Academe/Official Employment File Items

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 of 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. Notification

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. File Review

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. Access to Official Academe File

In addition to the Unit member, only the President, Department Chairperson, the Vice President of 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. Rebuttal to False Items in the Official Academe File

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 of Promotions, Tenure, and Severance to review the 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. Right to Request Information

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. No Work Actions

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 –ACEDMIC TENURE

Section 10.1. 1940 Statement of Principles

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.

Section 10.2. Tenure Review

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.

Section 10.3. Pre-Tenure Review

Faculty members who were hired with no probationary credit toward tenure will undergo a pre-tenure review during their third year of employment and receive feedback as to the adequacy of their progress toward the award of tenure. This cumulative review will provide an opportunity for tenured unit peers to:

- a. Review the accomplishments of non-tenured faculty members,
- b. Determine the adequacy of those accomplishments,
- c. Provide timely assistance to the non-tenured faculty members prior to their formal application to tenure,
- d. If cumulative evaluation is not satisfactory a termination notice will be sent in accordance with the terms of this Agreement. Details of the implementation of this policy will be the responsibility of the deans, department chairs, and tenured faculty members within each unit, in accordance with the terms of this Agreement.

Section 10.4. Post-Tenure Review

After a faculty member has achieved tenure, the faculty member will be reviewed every fifth year following the last submission of their materials to the Promotion, Tenure and Severance Committee or any other committee established to evaluate faculty performance periodically. The

purpose of these reviews is to examine, recognize, develop and enhance the performance of tenured faculty through an advisory peer review process.

ARTICLE XI – POST TENURE REVIEW

Section 11.1. Purpose

The purpose of post-tenure review is to assist faculty in maintaining teaching effectiveness and service or scholarship to the university. Effective September 1, 2014 the following procedure will be in place.

Section 11.2. Post-Tenure Review (PTR) Committee Membership

Post-Tenure Review (PTR) Committee Membership: This committee will be a new faculty standing committee and will be constituted in accordance with existing Faculty By-Law procedures. All members of this committee must be tenured faculty and they cannot serve in a year in which they are being evaluated. The committee members will serve three (3) year staggered terms. The membership of this committee is one tenured faculty member from each of the three Schools/Colleges, one tenured faculty from the library, one tenured faculty from the graduate school, and one tenured faculty member appointed by the Vice President of Academic Affairs.

Section 11.3. Scheduling Procedure

Tenured faculty to be reviewed will be scheduled based on length of time since last review (promotion, sabbatical, or previous PTR), but no more than one-fifth of the tenured faculty will be scheduled in any given year.

Section 11.4. Post-Tenure Review Process

The PTR process will be conducted in two (2) steps.

- a. Faculty will be notified by the Dean by September 15 that they have been scheduled for review. The materials described below* will be submitted to the Dean by November 7. If the Dean decides, following review of the submitted material, with a preponderance of the evidence that further review is needed, the previously submitted materials accompanied by the Dean's assessment, will be referred to the PTR Committee no later than January 2. The affected faculty member will receive a copy of the Dean's assessment at the same time.

- b. The PTR Committee will review the submitted materials and may request additional documentation including a response by the faculty member to the Dean's assessment. The Faculty Member will always be afforded an opportunity to respond to the Dean's assessment. The PTR Committee will issue a recommendation to the Dean with a copy to the faculty member by April 15.

Section 11.5. Post-Tenure Review Committee Report

The PTR Committee report will include the following:

- a. A conclusion that the faculty member's teaching and service or scholarship are satisfactory, or
- b. A finding that improvements are needed and will identify specific areas where those improvements are needed, and will recommend a proposed course of action to bring about those improvements.

*The materials to be submitted are:

- a. A curriculum vita
- b. A statement outlining his/her performance in the areas of teaching and service since the last review.
- c. A copy of the most recent sabbatical report if such exists.
- d. Department chair's and dean's evaluations of the faculty for the last five years.
- e. Student course evaluations over the preceding five years.

ARTICLE XII – ACADEMIC FREEDOM AND TENURE; STANDARDS AND PROCEDURES

Section 12.1. Faculty Appointment

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. Appointment Types

With the exception of appointments to the positions of Lecturer, Senior Lecturer and Visiting Faculty as defined in 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. Reappointment and Contract Letters

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. “Regularized” Faculty Ranks

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. Promotion, Tenure, and Severance (PTS) Committee

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. Non-Renewal Procedure

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)(i) through 12.6 (c)(v) 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)(i) through 12.6(c)(v) 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 PTS 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 Trustees 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)(i) through 12.6 (d)(v) 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)(i) through 12.6 (d)(v) 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 PTS 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. Voluntary Termination

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. "Temporary" Appointment

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. Advertised Search

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. Academic Load

Although workload as defined herein relates to the Faculty Member's formal teaching obligations, it also describes a Faculty Member's contributions to the University. 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, assessment, original work or research, preparation of new courses, and service on various campus committees.

Section 13.2(a). Contract and Semester Length

The University operates its undergraduate program on a two-semester calendar over a thirty-nine (39) or forty (40) week period. The fall and spring semesters comprising this two-semester calendar each consists of sixteen (16) weeks including examinations, begins with the Monday of Freshman Orientation Week in August or August 15, whichever is later and ends with May Commencement, but no later than May 15. This includes one week of fall break, one week of spring break, and graduation not later than May 15. The university may operate one or more modules of shorter duration within the sixteen week semester. The University may operate one or more summer sessions at the discretion of the administration, but Faculty Member participation is volitional.

Section 13.2(b). Master of Human Services Program

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/sixteen 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. Need to Negotiate

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. Teaching Loads/Compensation

- 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 of Academic Affairs any exemptions for Faculty Members from their summer teaching responsibilities in accordance with the criteria set forth in Section 13.4.
- 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 of 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 Chairperson by the end of the second day of class.

Table 13.1 shows the payment per credit for the guaranteed and non-guaranteed course sections:

Table 13.1. Guaranteed and Non-Guaranteed Sections

Course Section Enrollment	Guaranteed Section Cost per Credit	Non-Guaranteed Section Cost per Credit
10 Students or more	\$ 1,000	\$ 1,000
9 Students	\$ 900	\$ 900
8 Students	\$ 800	\$ 800
7 Students	\$ 700	\$ 700
6 Students	\$ 700	\$ 700
5 Students	\$ 700	Not Offered
4 Students	\$ 700	Not Offered
3 Students	\$ 700	Not Offered
2 Students	\$ 700	Not Offered
1 Student	\$ 700	Not Offered

- d. 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 Chairperson by the end of the second day of class.

Table 13.2 shows the payment per credit for graduate summer school.

Table 13.2. Summer School Payment for Graduate School

Course Section Enrollment	Cost per Credit
6 Students or more	\$ 1,100
5 Students	\$ 950
4 Students	\$ 800
3 Students	\$ 800
2 Students	\$ 800
1 Student	\$ 800

- e. 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 of Academic Affairs has the sole authority to determine the size and number of classes based on total enrollment and other appropriate factors.
- f. A Faculty Member shall be required to teach no more than seven (7) preparations as part of the normal workload in an academic year. A Faculty Member who teaches more than seven (7) preparations in an academic year shall be compensated at the following rate in the Spring Semester:
Instructor: \$500; Assistant Professor: \$550; Associate Professor: \$600; Professor: \$650.
- g. Full time undergraduate Faculty Members shall not be required to teach in the graduate program.

Section 13.5. Teaching Load/Definition

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 selected sub-sections of

this Article. 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 no less than fifty (50) minutes each per semester.
- b. Three credit courses meeting once a week shall meet for 150 minutes a week. Three credit courses meeting twice a week shall meet for two sessions of no less than 75 minutes.
- c. For the MHS Program, a two (2) credit hour course shall consist of fifteen meetings of no less than 100 minutes each per semester.

Section 13.6. Mix of Large and Small Classes

The University and the Union 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. Collaborative Teaching

In classes taught by teams of members of the faculty, teaching credits shall be apportioned among the participating faculty by the Vice President of 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 the University 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. Field Work/Practica Release Time Credit

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. Laboratory Credits and Activity Focused Classes

- a. Each three (3) hour period of scheduled activities in courses in physical education, laboratory sciences, and reading, writing, and math laboratories shall constitute two (2) credit hours.
- b. 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.
- c. Three Music majors registered for private lessons in applied music shall be the equivalent of two (2) credit hours for one (1) hour of instruction. Three Music minors registered for private lessons in applied music shall be the equivalent of one (1) credit hour for ½ an hour of instruction. Thus, 18 Music majors receiving 1 hour of private lessons would constitute a 12 hour/semester teaching load (full-time). Similarly, 36 Music minors receiving ½ hour of private lessons would constitute a 12 hour/semester teaching load (full-time). It is agreed that fractional teaching hours/workloads will be counted toward the Faculty Member's overall teaching load/semester. Typically, Music Faculty will teach a combination of "regular" 3-credit classroom courses and private lessons but are subject to the same maximum 24 credit hours/academic year.

Section 13.10. Grant Release

- 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 the University.

Section 13.11. No Maximum Compensation Cap

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. Duties and Responsibilities of the Department Chairperson

- a. 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;
- b. 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 three (3) credit hour course per academic year.
- c. The chairperson of each department shall be appointed by the President at the time the annual appointment letters are issued by the Vice President of 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.
- 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 this Agreement.

- f. Chairpersons will, whenever possible, arrange for visits of prospective members of the faculty to the campus and convey to the Vice President of 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 of 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. Release Time for Coaches

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 in Table 13.3.

Table 13.3. Release time for Coaching Activities

	Fall Term	Spring Term
Baseball		3
Basketball (Men) Head Coach Varsity	6	3
Basketball (Men) Head Coach Junior Varsity	3	3
Basketball (Women) Head Coach	6	3
Cheerleading Coach	1	1
Cross Country Head Coach	3	
Director of Intramurals	3	3
Director for Sports Information	3	3
Soccer Head Coach	3	
Tennis Head Coach		4
Track Indoor Head Coach	1.5	1
Track Outdoor Head Coach		6
Wrestling Head Coach	3	3
Trainer	5	5
Volleyball (Women)	3	
Dance Troupe	3	3
Swimming Coach	3	3

Section 13.14. Special Undertakings Release

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). Director of Student Teaching Release; Coordinator of EDU Field Release

- i. **Student Teaching** - 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.

- ii. The coordinator of the EDU field experience shall be awarded a total of three credit hours of release time each semester (fall and spring) for organizing/planning and implementing pre-student teaching practica that are linked to appropriate EDU and cognate area courses when warranted by the Dean or the Vice President of Academic Affairs.

Section 13.15(b). Cognate Area Supervisors Compensation

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.

Section 13.15(c). University Chaplain Release

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

Section 13.15(d). Student Advisement Center

Faculty members that volunteer to work in the Student Advisement Center shall have a threshold advisement load and compensation as described in Tables 13.4 and 13.5.

Table 13.4. Full-Time Faculty Advisors

Full-Time Faculty Advisors		
Advisement Load Threshold	Release Time	Plus Salary
40 Students	3 Credits per Year	\$3,200

Full-time Advisors receive three (3) credit hours release time **plus** the salary stipend shown in Table 13.4.

Table 13.5. Part-Time Faculty Advisors

Part-Time Faculty Advisors		
Advisement Load Threshold	Release Time	OR Salary
20 Students	3 Credits per Year	\$3,200

Part-time Advisors receive three (3) credits release time **or** the salary shown above.

Section 13.15(e). Advisement Load

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. Office Hours

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. 8 – 10 Hour Day

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). Campus Presence

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, assessment, 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.

Section 13.18(b). Faculty Commitment

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.

Section 13.19. Distance Learning

Section 13.19(a). Intellectual Property

- i. Courses and course presentations shall not be recorded without prior knowledge and written consent of the faculty member.
- ii. Such recordings are not to be re-used nor revised without the written consent of the faculty member.

Section 13.19(b). Course Usage

The University recognizes two categories of distance learning courses:

- i. **Proprietary Courses** – developed by the faculty member without compensation and taught only by the same faculty member; when this faculty member leaves the university or is otherwise no longer able to teach this course, and the University desires to have the course taught, the faculty member will receive a one-time payment of \$500.
- ii. **Universal Courses** – developed by a faculty member as a work for hire. The faculty member will receive \$600 per credit hour and any qualified faculty member may teach this course with no further payment being made to the developer.

Section 13.19(c). Enrollment Cap

Class size of 20 is in keeping with best practices for DL courses, thus an enrollment cap of 20 is agreed upon by both parties.

Section 13.19(d). Faculty Teaching Load

Full-time faculty teaching distance learning classes are subject to the same workload conditions as faculty teaching traditional, face-to-face courses. Twenty-four credits per academic year comprise a full-time teaching load. No current faculty member shall be required to teach DL courses. Faculty teaching on-line classes shall be afforded the same rights and obligations associated with traditional, face-to-face classes.

Section 13.19(e). Faculty Compensation

It is understood that faculty can satisfy their 24 credit hour per academic year workload requirement by any combination of distance learning and traditional, face-to-face class delivery. Should an overload situation arise, prevailing overload compensation shall apply for any DL course.

Section 13.19(f). Costs Associated with Additional Training for DL Faculty

Should there arise a need for any additional university-mandated training for faculty teaching DL courses all costs shall be borne by the University.

ARTICLE XIV – GRIEVANCE PROCEDURE

Section 14.1. Purpose

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 the Union. The Union 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). Grievance Definitions

- 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. Time to File

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, whichever 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 the Union shall submit his grievance to the Vice President of 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 the Union, 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 the Union may, within five (5) Calendar Days after receipt of the written decision from the Vice President of 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, the Union, and the Vice President of Academic Affairs. It is agreed that in all cases of dismissal the Faculty Member and the Union 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, the Union, 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.

The Union and the University 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. Time Limit Exceptions

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. Step Advancement

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. Notification of the Union Representative

The LUC-AAUP representatives shall be permitted to be advised by the administration of the existence of a grievance promptly after it is filed.

Section 14.7. Presence of the Union Representative

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. Self-Representation

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 the 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. Documentation to the Union

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. No Precedent

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. Need to Meet

The University shall meet and discuss with the Union or its designee any changes, which will lead to retrenchment and thereby influence wages, hours, and other terms and conditions of employment. The University shall provide to the Union 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 Union Contract Administrator.

Section 15.2. Procedures

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 the University's opinion, retrenchment is necessary and it cannot be accomplished entirely by attrition, the Union 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 the University, 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 – SALARIES, BENEFITS, TRAVEL and FACULTY
DEVELOPMENT**

Section 16.1. Salaries

The starting salary of faculty newly hired in Fall 2013 at the rank of Assistant Professor will be raised to \$54,000. In addition, the salaries of all returning faculty at the rank of Assistant Professor will be raised to the new minimum. The across the board (ATB) raise will be calculated on the new base. All other ranks will receive an ATB percentage increase as shown in the Tables 16.1 – 16.4 for their respective Faculty Ranks. Each Faculty Member’s raise shall be calculated on a Faculty Member’s annual base salary.

Table 16.1. Tenure and Tenure-Track Faculty Members Salary Raise by Rank

Rank	2012 – 2013	2013 - 2014	2014 – 2015	2015 – 2016
Professor	0%	Less Than \$75,000 = 1%; \$75,000 and above = 0.5%	2.50%	2.50%
Associate Professor	0%	Less Than \$75,000 = 1%; \$75,000 and above = 0.5%	2.50%	2.50%
Assistant Professor	0%	\$54,000 OR Less Than \$75,000 = 1%; \$75,000 and above = 0.5%	\$55,350 OR 2.50%	\$57,000 OR 2.50%
Instructor	0%	Less Than \$75,000 = 1%; \$75,000 and above = 0.5%	2.50%	2.50%
Lecturer	0%	Less Than \$75,000 = 1%; \$75,000 and above = 0.5%	2.50%	2.50%
Senior Lecturer	0%	Less Than \$75,000 = 1%; \$75,000 and above = 0.5%	2.50%	2.50%

As shown in Table 16.1, the salary raise is an ATB percentage increase in Faculty Members' base salary as stipulated above, except in Year 2 Assistant Professors receive an increase to the new minimum.

Table 16.2. Non-Tenure Track Faculty Members' Salary Raise by Rank

Rank	2012 – 2013	2013 - 2014	2014 - 2015	2015 – 2016
Visiting Faculty	0%	Less Than \$75,000 = 1%; \$75,000 and above = 0.5%	2.50%	2.50%
Lecturer	0%	Less Than \$75,000 = 1%; \$75,000 and above = 0.5%	2.50%	2.50%
Senior Lecturer	0%	Less Than \$75,000 = 1%; \$75,000 and above = 0.5%	2.50%	2.50%

As shown in Table 16.2, the salary raise is an ATB percentage increase as stipulated above.

- a. Newly hired faculty members shall receive no adjustment in base salary for their initial year of employment.
- b. The following minimum salary levels are in effect during 2012-2016:

Table 16.3. MINIMUM Salaries by Rank for 2012 - 2016

Rank	2012 – 2013	2013 – 2014	2014 – 2015	2015 – 2016
Professor	\$ 71,000	\$ 71,710	\$ 73,503	\$ 75,341
Associate Professor	\$ 62,000	\$ 62,620	\$ 64,185	\$ 65,790
Assistant Professor	\$ 52,500	\$ 54,000	\$ 55,350	\$ 57,000
Instructor	\$ 47,000	\$ 47,470	\$ 48,657	\$ 49,873
Senior Lecturer	\$ 62,000	\$ 62,620	\$ 64,185	\$ 65,790
Lecturer	\$ 47,000	\$ 47,470	\$ 48,657	\$ 49,873

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.

- c. The following maximum salary levels are in effect for new hires or regularization of current positions during 2012-2016:

Table 16.4. MAXIMUM Salaries by Rank for 2012 - 2016

Rank	2012 – 2013	2013 – 2014	2014 – 2015	2015 – 2016
Professor	\$ 89,000	\$ 89,890	\$ 92,137	\$ 94,440
Associate Professor	\$ 75,000	\$ 75,750	\$ 77,644	\$ 79,585
Assistant Professor	\$ 66,000	\$ 66,660	\$ 68,326	\$ 70,034
Instructor	\$ 54,000	\$ 54,540	\$ 55,903	\$ 57,300
Senior Lecturer	\$ 89,000	\$ 89,890	\$ 92,137	\$ 94,440
Lecturer	\$ 66,000	\$ 66,660	\$ 68,326	\$ 70,034

These ceilings apply to all new hires or regularization of current position, with the following exceptions.

1. Over the life of the contract, the University will be allowed to hire 7 faculty members, with a maximum of 3 in any given year, above the maxima at rank. The University must notify the contract administrator every time it does so.
 2. To hire additional faculty above the maxima at rank, the current practice of mutual agreement in writing between LUC-AAUP and the University to waive the maxima is in force.
- d. Each Faculty Member, 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.
- e. 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.
- f. 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 shown in Table 16.5.

TABLE 16.5. Overload Rates

Rank	Additional Section	New Section
Professor	\$ 900	\$ 1,000
Associate Professor	\$ 850	\$ 950
Assistant Professor	\$ 800	\$ 900
Instructor	\$ 750	\$ 850
Senior Lecturer	\$ 850	\$ 950
Lecturer	\$ 800	\$ 900

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.

- g. 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.
- h. 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.
- i. If a Faculty Member teaches more than twenty-four (24) credit hours over the two semesters, it is considered an overload and Table 16.5 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 three (3) credits on an overload basis per semester.
- j. Department chairs will be compensated at the rate of \$150 per day, for work mutually agreed to by the Vice President for Academic Affairs and the affected chair during the summer.

- k. 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.

Section 16. 1(l). 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 of 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. Insurance Benefits

The University shall, to the extent set forth in this Article 16, provide an employee benefit program that provides for life insurance, short and long term disability insurance, medical insurance, dental and vision insurance. The terms of such program are incorporated herein by reference.

- 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 employee contribution to the premiums for medical insurance coverage, if any, under the HMO “base plan” of the University Cafeteria Plan shall be 10% of the total cost of the premium for “single” or “employee only” coverage, and 35% of the total cost of the premium for all other levels of coverage: Employee and Spouse, Dependent Children, and/or Family as indicated in the Table 16.6.

Table 16.6. Employee Contribution to Medical Insurance Premium

Rate per Month*	Employee Only	Employee and Spouse, Dependent Children, and/or Family (all other levels of coverage)
2012 – 2013	10% of the total cost of premium	Amount equal to 35% of the total cost of premium
2013 - 2014	10% of the total cost of premium	Amount equal to 35% of the total cost of premium
2014 - 2015	10% of the total cost of premium	Amount equal to 35% of the total cost of premium
2015 - 2016	10% of the total cost of premium	Amount equal to 35% of the total cost of premium

*The aforementioned rates are based on annualized amounts for monthly payments over 12 months. Rates shall be prorated for 9-month employees, meaning that 9-month employees shall receive insurance coverage for 12 months, but their monthly premium will be adjusted (increased) to reflect nine (9) monthly payments, if they elect nine (9) monthly equal installments.

- c. In addition to the employee contributions set forth in the chart above, employees electing coverage under the premium plan (e.g., currently Aetna Open Access) of the University Cafeteria Plan shall pay the difference between the actual cost of the base plan versus the premium plan.
- d. The University will pay eighty five percent (85%) of the single rate for dental coverage elected under the University Cafeteria Plan.
- e. 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.
- f. 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 the LUC-AAUP Contract Administrator no later than thirty (30) days upon receipt from the insurance broker.

- g. 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 16.3. Retirement Benefits

The present retirement plan, with its current eligibility provisions, carried with Teacher's Insurance and Annuity Association – College Retirement Equities Fund (TIAA-CREF) 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.

- 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 of 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 of 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 16.4. Faculty Development and Travel

It is mutually beneficial to the University and Unit members for Unit members to engage in professional development activities that foster scholarly and creative activity, allow training in new technologies and pedagogies, and provide an opportunity to engage with professionals of similar interests and expertise.

The parties agree that Faculty Development is a collaborative endeavor between faculty and the University administration. Tables 16.7 - 10 earmark funds only for faculty-initiated projects. The University agrees to contribute a maximum of the following amounts of money.

Table 16.7. University Contributions to Faculty Development and Travel

Year	Contribution
2013 - 2014	\$ 240,000
2014 - 2015	\$ 245,000
2015 - 2016	\$ 250,000

The University contributions to a Faculty Development and Travel fund will be allocated as follows:

Table 16.8. Travel Funds per Faculty Member for Attendance Only at Conference(s)

Year	Allotment/Faculty Member
2013 - 2014	\$ 1,150
2014 - 2015	\$ 1,150
2015 - 2016	\$ 1,150

Table 16.9. Travel Funds per Faculty Member for Presentation at Conference(s), to Serve in an Official Capacity, or to Maintain Job Related Professional Licensure

Year	Allotment/Faculty Member
2013 - 2014	\$ 1,400
2014 - 2015	\$ 1,450
2015 - 2016	\$ 1,500

Table 16.10. Travel Development Funds for Faculty Development Committee Awards

Year	Allotment
2013 - 2014	\$ 100,000
2014 - 2015	\$ 100,000
2015 - 2016	\$ 100,000

Table 16.11. Faculty Development Funds for Other Professional Development Opportunities

Year	Allotment
2013 – 2014	\$ 1,150
2014 – 2015	\$ 1,150
2015 – 2016	\$ 1,150

- a. Uses of the money stipulated in Tables 16.8 – 11 include, but are not limited to, travel to professional organizations for attendance and presentation of scholarly work, renewal of job related professional certification, attendance at professional workshops both on and off campus, participation in webinars, completing on-line courses related to one’s discipline and scholarly work, monetary or release-time support for writing grant proposals, books, or performing other scholarly work, and participation in traditional Faculty Development activities that are the purview of the Faculty Development Standing Committee.
- b. Total funds available to a single faculty member shall not exceed \$5,000 per year for any combination of activities funded through allotments stipulated in Tables 16.8 – 11. Exceptions to this may be made by application to both the Faculty Development Committee and the Vice President of Academic Affairs.
- c. The parties recognize that the University may expend resources to provide professional development opportunities and workshops on campus to enhance pedagogical practices, the use of instructional technology and social media, and the assessment of learning in the classroom.

Section 16.4(a). Travel to Professional Conferences

This would use a maximum of \$140,000-150,000/year, assuming each faculty member used the full amount of travel funds each year.

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:

1. 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 and documented expenses up to a maximum per year as delineated in Table 16.8.
2. To serve in an official capacity, to make a formal presentation, or to maintain professional accreditation 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 delineated in Table 16.9.
3. It is understood that the limit on reimbursement (to two conferences per year) whether under subparagraphs (1) or (2) of this Section 16.4 is an overall limit. Thus, a Faculty Member is entitled to reimbursement for two conferences per year whether attending under (1) or participating under (2) of this Section 16.4. It is further understood that the University shall have the authority to reject any request for reimbursement of registration fees, as provided in Paragraphs (1) and (2) of this Section 16.4 if the University determines such fees are excessive in comparison to registration fees charged by similar conferences in consideration of expenses encompassed under registration fees (for example, some conferences include meals in registration fees and these are generally higher) or for any other appropriate reason.
4. Reimbursement for transportation, subsistence, lodging, and registration fees shall conform to the standards promulgated by the Commonwealth of Pennsylvania. Reimbursement for mileage shall be done in accordance with University policy. Every reasonable effort will be made to process travel expenses promptly and to inform each faculty member and department secretary of changes in procedures, policy, and required forms within 48 hours of implementation of any such changes.
5. Each faculty member will make a presentation on the highlights of the conference and/or his/her presentation to an appropriate campus audience by the end of the following semester excluding the summer semester. Appropriate venues include, but are not limited to, the Annual Faculty Conference, a Departmental or School meeting, a university seminar or brown bag luncheon, or a student group such as discipline-specific clubs (i.e.

History club or Biology club). The campus presentation will be included in the annual departmental report.

Section 16.4(b). Faculty Development Program

This would use a maximum of \$100,000 year, plus \$9,000-10,000 in actual costs to replace released faculty, assuming sufficient quality proposals were submitted to the Faculty Development Committee.

1. The University agrees to support the Faculty Development Program to which it will contribute each academic year of this contract the maximum amounts of money delineated in Table 16.10.
2. 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.
3. In addition, the University agrees to support 25% release time for up to three (3) faculty members each year for the pursuit of uncompensated scholarly work including, but not limited to, writing a book for which a contract has been signed, editing a book, writing a research proposal to a funding agency, preparing a major exhibition of art work or photography, preparing a major musical or theater performance, serving as editor or assistant editor for a peer reviewed publication, serving as an officer for a national or international professional society, and other similar scholarly work that develops the faculty member professionally and brings recognition or benefit to the University. The cost of release time charged to Faculty Development funds will be the actual cost to the university (i.e., cost of up to three adjuncts or over-time pay to three faculty or some combination thereof).
4. The Faculty Development Committee, Vice President of Fiscal Affairs and the Vice President of Academic Affairs shall prepare for faculty input for release time, a proposal setting forth the criteria and outlining the procedures for determining who is recommended for receiving such release time by the October faculty meeting of each academic year. Decisions on release time will be made by the last class day of the fall semester and communicated to affected faculty and respective department chairs by the last day of fall final exams. The Faculty Development Committee, the Vice President of

Fiscal Affairs and the Vice President of Academic Affairs shall prepare for faculty approval a proposal setting forth the criteria and rating rubric, and outlining the procedures for allocating the awards for the next academic year for all other faculty development by the March faculty meeting of each year. Proposals will be accepted on a rotating basis and awards announced quarterly, in October, January, and April of each year. The range and maximum amounts of awards, guidelines as to structure of the proposals, due dates, and award decisions are under the control of the Faculty Development Committee. However, final decisions must be made by the 15th of each month in which award are announced (October, January, and April, and award letters sent from the office of the Vice President of Academic Affairs by the 20th of each award month (or nearest University Day).

5. The Faculty Development Committee, Vice President of Fiscal Affairs and the Vice President of Academic Affairs shall prepare for faculty input for release time, a proposal setting forth the criteria and outlining the procedures for determining who is recommended for receiving such release time by the October faculty meeting of each academic year. Decisions on release time will be made by the last class day of the fall semester and communicated to affected faculty and respective department chairs by the last day of fall final exams. The Faculty Development Committee, the Vice President of Fiscal Affairs and the Vice President of Academic Affairs shall prepare for faculty approval a proposal setting forth the criteria and rating rubric, and outlining the procedures for allocating the awards for the next academic year for all other faculty development by the March faculty meeting of each year. Proposals will be accepted on a rotating basis and awards announced quarterly, in October, January, and April of each year. The range and maximum amounts of awards, guidelines as to structure of the proposals, due dates, and award decisions are under the control of the Faculty Development Committee. However, final decisions must be made by the 15th of each month in which award are announced (October, January, and April, and award letters sent from the office of the Vice President of Academic Affairs by the 20th of each award month (or nearest University Day).

Section 16.4(c). Other Professional Development Opportunities

1. The University agrees to support additional Faculty Development opportunities that are not covered under existing sub-sections above to which it will contribute the remaining funds as set forth in Table 16.11.
2. Webinars and on-line courses are a cost-effective way for an individual or several faculty members to participate in on-line training for a single course, without associated travel costs. Often the lead time for webinars and on-line courses is quite short, so the Faculty Development Committee, in consultation with the Vice President of Academic Affairs, will develop or revise a short application form to present to the faculty for approval at the November, 2013 faculty meeting, and when necessary for modifications, at every November faculty meeting hereafter. Faculty will submit the form to their Department Chairs, Dean, Vice President of Academic Affairs, and Vice-President of Fiscal Affairs for approval. A copy will go to the Faculty Development Committee for their records. Faculty Member(s) will make a short written report to the Faculty Development Committee and a verbal report on the webinar/on-line course to their department and/or school as appropriate.
3. Workshops that focus on a specific topic in pedagogy, grant writing, or acquiring new skills (i.e., computer programs or lab techniques) are available off-campus and they can be brought on-campus. Unlike professional conferences, the lead time for workshops may be rather short, so for attendance at off-campus workshops, the Faculty Development Committee, in consultation with the Vice President of Academic Affairs, will develop or revise a short workshop application form to present to the faculty for approval at the November faculty meeting every year. Faculty will submit the form along with a TAR to their Department Chairs, Deans, Vice President of Academic Affairs and Vice President of Fiscal Affairs for approval. A copy will go to the Faculty Development Committee for their records. The travel costs for the workshop will be in addition to the two conferences a faculty member may attend. The faculty member(s) will make a short written report on the workshop to the Faculty Development Committee and a verbal report to the appropriate venue including the department, school, faculty as a body, or a student group.

Section 16.5. Sabbatical Leaves

Sabbatical 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.

- 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 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. Leave with pay shall be granted to Faculty Members where such leave is occasioned by: (i) jury duty; (ii) service in reserve components of the armed forces; and (iii) service in the Pennsylvania or other state National Guard. 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 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.
- d. Full fringe benefits for Faculty Members on sabbatical leave shall continue during the sabbatical.
- e. 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. Other Benefits

Section 16.5(a). Tuition Remission

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 of Academic Affairs. This program is applicable only to the charge for tuition, not fees. The spouse and dependent children of Faculty Members may enroll in undergraduate degree programs of Lincoln University in the fall, and spring and summer semesters, tuition free for up to a maximum of 124 credit hours. 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 16.5(b). Parking and Travel to/from Satellite Campuses

Unit members shall have free parking in any parking lot on the main campus. Full-time graduate Faculty Members shall have free parking at the University City and Coatesville Campuses. Faculty whose full-time appointment (12 hours/term) occurs at one of the University's branch campus sites is afforded the benefits of the travel policy to another campus site. In those cases where a Faculty Member's duties are split between/among multiple campus sites, the travel policy does not apply. However, in those cases whereby a Faculty Member assumes (takes on voluntarily) duties above-and-beyond one's 12-credit hour workload/semester, then said Faculty Member shall be entitled to benefit from the travel policy. A Faculty member with full-time duties at one campus site is entitled to the travel policy for meetings to a second campus site a maximum of six (6) trips or a maximum of \$400 per calendar year.

Section 16.5(c). Fines and Fees

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

1. Faculty members shall observe the established University rules and regulations governing campus traffic and parking. Traffic violations on University roadways are enforceable under provisions of the Pennsylvania Motor Vehicle Code and under University policies.

2. Any fines, including traffic violations, imposed by a police officer in accordance with the laws of the Commonwealth of Pennsylvania shall not be subject to the grievance provisions of this Agreement.

Section 16.5(d). Alteration of the Terms of the Agreement

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

Section 16.5(e). Other Employment Opportunities

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 16.5(f). Family Medical Leave Act (FMLA)

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 for the following covered reasons:

1. the birth of a child and to care for the newborn child within one year of birth;
2. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. to care for the employee's spouse, child, or parent who has a serious health condition;
4. a serious health condition that makes the employee unable to perform the essential functions of his or her job;
5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."

Section 16.5(g). Short and Long Term Disability

All full time Faculty Members who have completed one (1) full year of service with the University shall be eligible for participating in the University's short and long term disability plans.

1. In the event that a faculty member is incapacitated for a period beyond 30 calendar days they may apply for Short Term Disability, and if approved, they will receive 60% of weekly earnings to a maximum of \$1,000 per week. Such benefits, when they apply, shall continue no longer than 182 calendar days after the date of the commencement of the disability and are limited to a maximum of 22 weeks worth of benefits. During this time they shall continue to receive their proportionate share of the payment of fringe benefits from the University.
2. If a Faculty member's incapacitation continues beyond six months, they shall be eligible to apply for Long Term Disability and if approved receive 60% of compensation to a maximum monthly benefit of \$5,000 per month until age seventy (70).
3. These Short Term and Long Term Disability insurance benefits outlined in this Section shall be subject to all of the actual terms, conditions, limitations and exclusions of the policy and agreement between the University and the disability insurance carrier.
 - a. There is no maximum age limit for Long-term disability; however, an employee who becomes disabled after age 63 would be subject to the following limitations:

Age When Disabled Benefits Payable

Prior to Age 63 – To Normal Retirement Age* or 42 months, if greater.

Age 63 – To Normal Retirement Age or 36 months, if greater.

Age 64 – 30 months.

Age 65 – 24 months.

Age 66 – 21 months.

Age 67 – 18 months.

Age 68 – 15 months.

Age 69 and over -12 months.

*Normal Retirement Age is the age a person is eligible for full Social Security benefits.

ARTICLE XVII – LIBRARIANS

Section 17.1. Faculty Ranks

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

Section 17.2. Some Faculty Provisions

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. Same Written Contracts

Librarians shall be covered by the same written contracts of appointment as other Faculty Members.

Section 17.4. 11 Month Year

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. Same Promotion Procedure

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 workloads.

ARTICLE XVIII – LEGISLATIVE ACTION

Section 18.1. Legislative Action Supercedes

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. Collaborative Support

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. Right to Renegotiate

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. Agreement Inconsistencies

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. Rights and Expectations

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, the University and the Union 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 the University and shall be closed to persons outside the University 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. Committee on Nominations

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. Faculty Committees

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. Ratification

This Agreement is subject to ratification by the membership of the Union and approval by the University's Trustees.

Section 19.5. Agreement and Subsequent Transfer

In the event of a consolidation of the University 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. Closing, Sale or Merger Notification

The University shall notify the Union 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(a). Part-Time Caps

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 at the undergraduate and graduate levels at the main campus, fifty percent (50%) of the undergraduate credit hours taught in domestic satellite campuses, and sixty five per cent (65%) of the graduate credit hours taught in domestic satellite campuses 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. Part-time faculty teaching in the Nursing Program's clinical component (off-campus clinical sites) are exempt from this 15% limit for the express purpose of being compliant with state and/or national accreditation standards.

Section 19.7(b). Part Time Caps for New Campus Sites

In the event of the opening of a new campus, limits for part-time faculty will be raised to 65% part-time and 35% full-time for both graduate and undergraduate programs for the first 3 years of

operation. Starting with the fourth year of operation, the numbers will revert to 50% part-time for undergraduate programs and stay at 65% part-time for graduate programs.

ARTICLE XX – DURATION

Section 20.1

This Agreement shall become effective September 1, 2012, and shall remain in full force and effect until August 31, 2016.

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**

THE LINCOLN UNIVERSITY

BY

BY

President, LUC-AAUP

Chairperson, Board of Trustees

LUC-AAUP Chief Negotiator

President, The Lincoln University

LUC-AAUP Negotiator

**Chief Negotiator/Vice President for Academic
Affairs**

LUC-AAUP Negotiator

Vice President for Fiscal Affairs

LUC-AAUP Negotiator

Acting Director of Human Resources

ADDENDUM A

Joint Committees Side Letter

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 review and assessment of mutually agreed upon topics as they are identified.

The mutually agreed upon 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, 2012, and shall remain in full force and effect until August 31, 2016.

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 indicated 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 Side Letter

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 chairperson. Graduate School courses and courses that are offered by part-time faculty members are excluded from tutorial consideration.

The per-credit hour payment for a tutorial will be \$100 per registered student, to a maximum of \$1,200. For example, a 3-credit course with two students would provide the Faculty Member with an additional salary of \$600 (3 credits x $\frac{\$100}{\text{Credit} \cdot \text{Student}}$ x 2 Students). All tutorials would be capped at \$1,200 maximum. 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 chairperson. If the department chairperson approves the request, it will be forwarded to the appropriate academic dean for final approval. With all of the required approvals. The tutorial for 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 chairperson 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 a 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 to negotiations and conditions in future contracts.

This Agreement shall become effective September 1, 2012 and shall remain in full force and effect until August 31, 2016. The specific tutorials recognized by both parties is an attachment to this agreement and will be honored beginning the first year of the contract.

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 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 of Administration Teaching Side Letter

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, 2012, and shall remain in full force and effective until August 31, 2016.

IN WITNESS THEREOF, the parties hereto have executed this Side Letter of Agreement and a duplicate of like tenor and effect on the first date 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 D

Early Retirement Incentive Program Side Letter

The University and the Union agree to the provision of an Early Retirement Incentive Program (ERIP) in the final year of the contract, 2015 – 2016. All of the elements of the May 2013 ERIP will carry over to the 2015 – 2016 ERIP.

IN WITNESS THEREOF, the parties hereto have executed this Side Letter of Agreement and a duplicate of like tenor and effect on the first date 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
P.O. Box 131
1570 Baltimore Pike
Lincoln University, PA 19352-0999

Salary Deduction Authorization Form

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.

Signature

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 Promotion, Tenure, and Severance shall make recommendations for promotion and tenure as specified in the Promotion 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 with 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 set forth in a, b, c, d, and e if they have made formal application to the Promotions, Tenure, and Severance Committee in accordance 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 & Other Actions

Section 10.01. Adequate Cause. No tenured member of the Faculty shall be deprived of permanent tenure nor any untenured member of the Faculty 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 according to the procedures and criteria as set forth in the Promotion and Tenure Guidelines.

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 1st if the leave is to begin in the fall term of the following academic year or on or before April 1st 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 of 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 of 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 of 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 other, 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 represent 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

Step	Date	Individual Involved	Action
1.	Not later than January 15 th	Department Chairperson	After consultation with other departmental Faculty Members, recommendation must be forwarded to the President and affected faculty member regarding non-renewal.
2.	Not later than February 1 st	Faculty Member	Responds in writing in regard to non-renewal to President and gives written permission to PTS Committee to examine Official Personnel File.
3.	Not later than March 1 st	President	Consider Chairperson's and PTS Committee's recommendation, the Faculty Member's Official Academe File (OAF), and any other related documents and makes decision.
4.	Not later than March 15 th	Faculty Member	Under certain conditions (See Section 12.6c), the Faculty Member may request a Judicial Committee hearing on the President's decision.
5.	Not later than April 1 st	Judicial Committee	Conducts hearing and submits advisory opinion to the President.
6.	Not later than April 15 th	President	Considers the Chair's and PTS Committee's recommendation, the Judicial Committee's advisory opinion and the Faculty Member's OAF and related documents and renders a decision.
7.	Not later than May 1 st	Faculty Member	Appeals President's decision to the Board of Trustees.
8.	Not later than July 1 st	Board of Trustees	Responds to Faculty Member.

EXHIBIT D

**Non-Reappointment Schedule Overview (Continued)
Second Year Faculty Member Contract Non-Renewal**

Step	Date	Individual Involved	Action
1.	Not later than October 1 st	Department Chairperson	After consultation with other departmental Faculty Members, recommendation must be forwarded to the President and affected faculty member regarding non-renewal.
2.	Not later than October 15 th	Faculty Member	Responds in writing to Chairperson and gives written permission to PTS Committee to examine Official Personnel File.
3.	Not later than December 15 th	President	Considers Chairperson's and PTS Committee's recommendations and the Faculty Member's OAF and any related documents and renders a decision.
4.	Not later than January 15 th	Faculty Member	Under certain conditions (See Section 12.6c), the Faculty Member may request a Judicial Committee hearing on the President's decision.
5.	Not later than February 15 th	Judicial Committee	Conducts hearing and submits advisory opinion to the President.
6.	Not later than April 15 th	President	Considers the Chair's and PTS Committee's recommendation, the Judicial Committee's advisory opinion and the Faculty Member's OAF and related documents and renders a decision.
7.	Not later than May 1 st	Faculty Member	Appeals President's decision to the Board of Trustees.
8.	Not later than July 1 st	Board of Trustees	Responds to Faculty Member.

EXHIBIT D

Non-Reappointment Schedule Overview (Continued)
Third or Subsequent Years Faculty Member Contract Non-Renewal

Step	Date	Individual Involved	Action
1.	Not later than October 1 st	Department Chairperson	After consultation with other departmental Faculty Members, recommendation must be forwarded to the President and affected faculty member regarding non-renewal.
2.	Not later than October 15 th	Faculty Member	Responds in writing in regard to Chairperson and gives written permission to PTS Committee to examine Official Academe File.
3.	Not later than November 1 st	Department Chairperson	Forwards recommendation of non-renewal, Faculty Member's OAF, written comments and related documents to the President.
4.	Not later than December 1 st	President	Instructs PTS Committee to conduct review considering Chairperson'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. The PTS Committee shall forward recommendation and documents to the President.
5.	Not later than January 15 th	Faculty Member	Forwards to the President, written response to the Committee's recommendation.
6.	Not later than February 15 th	President	Considers the Chairperson's recommendation, the PTS Committee's recommendation, the Faculty Member's official response, OAF and related documents and renders decision.
7.	Not later than May 1 st	Faculty Member	Appeals President's decision to the Board of Trustees.
AND/OR			

EXHIBIT D
Non-Reappointment Schedule Overview (Continued)
Third or Subsequent Years Faculty Member Contract Non-Renewal (Continued)

Step	Date	Individual Involved	Action
8.	Not later than March 15 th	Faculty Member	Under certain conditions (see Section 12.6(e) iv), the Faculty Member may request a Judicial Committee hearing on the President's decision.
9.	Not later than May 1 st	Judicial Committee	Conducts hearing and issues an advisory opinion to the President.
10.	Not later than July 1 st	President	Considers the Chairperson and PTS Committee's recommendation, Judicial Committee's advisory opinion and Faculty Member's Official Academe File (OAF) and related documents, and renders a decision to renew, or shall issue a one-year notice of termination.
11.	Not later than July 15 th	Faculty Member	Appeals the President's decision to the Board of Trustees.
12.	Not later than October 1 st	Board of Trustees	Responds to the Faculty Member.

EXHIBIT E
Grievance Procedure – Overview

“Pre-Grievance” Process		
Time Period	Individual	Action
Within Ten (10) University calendar days after the occurrence or within ten (10) University days of the date on which the grievant has learned or should have learned of such an occurrence, whichever is later.	Grievant	Inform 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, Faculty Member may proceed to formal three-step grievance process.		

EXHIBIT E (Continued)
Three-Step Grievance Process

Step	Time Period	Individual	Action
1.	Within ten (10) calendar days of the date on which the Vice President for Academic Affairs receives the written grievance.	Vice President for Academic Affairs or his designee.	Investigates the matter and submits a written report to the grievant and LUC-AAUP.
2.	Within 5 calendar days after receipt of the written decision from the Vice President for Academic Affairs or his designee.	Grievant or LUC-AAUP	Submits a written report to the President.
	Within ten (10) calendar days from the receipt of written appeal	President	Submits a written response to grievant, LUC-AAUP and Vice President for Academic Affairs
3.	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.
	Within 15 calendar days of receipt of the notice.	LUC-AAUP and President	Mutually agree upon the arbitrator.
	After 15 calendar days, if an agreement with the arbitrator cannot be made between LUC-AAUP and the President.	American Arbitration Association	Appoints an arbitrator and proceeds with binding arbitration.