

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, 2019

to

August 31, 2022

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BETWEEN

THE LINCOLN UNIVERSITY AND LUC-AAUP

This Agreement effective as of the 1st day of September 2019, 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

- (a) “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, Dean of the Faculty, directors of special programs who do not hold Faculty rank, the Director of Co-op Education, Vice Presidents, the President, and Counselors.
- (b) Secondary appointments recognize formal and enduring links between a Faculty Member and an academic department. Secondary appointments are made by the Dean of the Faculty at the request of the affected Faculty Member, recommended by the chair or director of the appointing academic unit with the approval of the chair of the appointed faculty member’s primary unit. Secondary appointments are usually made for a fixed term of three to five years and may be renewed. Secondary appointments confer a title in the secondary unit, and may, but do not necessarily include some effort devoted to the second unit. Details of the effort split should be spelled out at the time of appointment. Because of the implication for

annual reviews and tenure/promotion proceedings, Secondary Appointments for pre-tenured faculty ordinarily may be conferred only at the time of hire. Secondary appointments should only be in cases where there is an enduring engagement in the second unit. This engagement could take the form of teaching, advising, or research collaborations. Such details as voting rights, teaching expectations, student advising duties, attendance/participation in unit meetings, and the term of the appointment should be articulated in a letter to the Dean of the Faculty requesting the appointment.

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 9.07a). 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 Provost/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 and email 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 15th for the fall semester, and on or before February 15th 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: Initial appointment year, year that tenure clock begins, teaching loads, overloads, tutorials, release time including title of

non-teaching duties, Third Year Review status (if not tenured) and Post-Tenure Review status (date for selection).

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. LUC-AAUP leadership will be provided the opportunity to meet separately with the newly appointed Faculty Members prior to the Annual Faculty Conference (at the New Faculty Orientation Program).

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. LUC-AAUP leadership will work jointly with the University in ensuring CBA and Faculty By-law completeness and accuracy.

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. LUC-AAUP leadership shall meet and discuss matters of mutual interest/concern with the University President and the Provost/WPAA at least once each semester (fall and spring).

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.

Section 6.4. Employee Handbook

The parties recognize that the Employee Handbook is intended to summarize University policies and procedures and applies to all University employees. However, in the event of a conflict between the contents of the Employee Handbook and this Agreement, this Agreement shall control.

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, religious creed, ancestry, ethnic or national origin, political beliefs, gender, gender expression or identity, age, sexual orientation, marital status, family or parental status, veteran status, nonjob-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. This change reflects the current federal/state re: protected groups.

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 Provost/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 Provost/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 Provost/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 Provost/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 Provost/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 Provost/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. Appointment Letter and Pre-Tenure Review Process

Section 10.1. Initial Appointment Letter

For Faculty Members hired as an Assistant Professor, the initial contract letter should indicate the applicant's rank, years of service granted by the University (if any), special circumstances (i.e. release time granted to serve as a Program Director, years of service at other institutions, etc.), Academic Year of the third-year review (Pre-Tenure Review) and the latest date the tenure application must be submitted in accordance with Section 11.2.

For applicants hired as Associate Professor and Professor, the initial appointment letter is similar to that of the Assistant Professor except the date for Pre-Tenure Review is omitted.

Section 10.2. Pre-Tenure Review for Assistant Professors

Faculty members who were hired with no probationary credit towards tenure should receive a reminder letter from the Provost on or before May 15 of the end of their second year indicating that they are scheduled for pre-tenure review in their third year. The notification of their pre-tenure review year will be also affixed to their first and second-year appointment letters (annual contract) issued in July. The burden of assembling a portfolio documenting teaching efficacy, scholarship, and community service at Lincoln rests upon the Faculty Member. The procedure is as follows:

- (a) The Faculty Member must submit their pre-tenure portfolio to their department chair by November 7 of their third year of full-time teaching employment. The portfolio should document their teaching efficacy, scholarship, and community service **at Lincoln**.
- (b) The department chair and the tenured faculty members in their academic department (Department Tenure Committee¹) evaluate the portfolio with the Faculty approved scoring rubric and submits the portfolio, evaluative rubrics, and recommendation(s) to the Pre-Tenure Review Committee by December 15th.

¹ **Department Tenure Committee** – Every tenured member in the department and the Department Chairperson are automatically members of the Committee. However, this committee shall consist of at least three tenured faculty members. If the department does not have enough members to fulfill the minimum requirement for the committee, the department may use members from similar departments (e.g., Biology and Biochemistry, Mass Communications and English).

- (c) In the event of disagreement among members on the Department Tenure Committee, any member of that committee may submit a separate report addressed to the Chair of the Pre-Tenure Review Committee by December 15th.
- (d) The Pre-Tenure Review Committee evaluates the portfolio, rubrics and reports from the department, makes recommendations, and shares the information with the faculty member no later than March 1st.
- (e) The faculty member signs an acknowledgement statement indicating s/he has received written feedback advising the candidate on his/her prospects for tenure and understands that this formative evaluation does not guarantee a similar outcome in the upcoming tenure decision. The Faculty Member's signature does not, any fashion, imply agreement or disagreement with the feedback.
- (f) The acknowledgement statement will be signed, dated and a copy, along with the evaluative rubrics, will be placed into the Faculty Member's OAF. The sole purpose of the signature letter is to acknowledge that the Faculty Member has undergone pre-tenure review in accordance to the guidelines in this CBA.

Article XI. Academic Tenure

Section 11.1. Academic Tenure - 1940 Statement of Principles

Both parties incorporate by reference the 1940 Statement of Principles of 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 supersedes the 1940 Statement of Principles.

Section 11.2. Academic Tenure Process

Assistant Professors - The parties hereto agree that tenure review shall take place no later than the sixth year of full-time teaching service at the University. Assistant Professors shall undergo pre-tenure review in accordance with Section 10.2. In their fifth year of full-time teaching at the University, the Faculty Member may apply for tenure with promotion in accordance to the Promotion and Tenure Guidelines located in Exhibit "D". The timeline for application for tenure, promotion or sabbatical is in Exhibit "E". If tenure is denied in year five, the Faculty Member retains his/her eligibility and may reapply for tenure with promotion in their sixth year of full-time teaching. However, the Faculty member may not apply for tenure with promotion more than twice before receiving such. If an untenured Faculty Member receives an unqualified appointment letter for his/her seventh year of full-time teaching at the University (i.e. s/he was denied tenure at the end of year six and does NOT receive a terminal contract in year seven), the Faculty Member shall be considered tenured. In accordance to Section 9.06b of the Faculty By-Laws "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." Thus, in order to be granted tenure, non-tenured Faculty members must apply for Tenure with Promotion in their sixth year of teaching at the University.

Associate Professors and Professors - The parties hereto agree that tenure review shall take place no later than the third year of full-time teaching service at the University. An Associate Professor or Professor may apply for tenure in their second year of full-time teaching at the University in accordance with the Promotion and Tenure Guidelines located in Exhibit "D". If tenure is denied at the end of year two, the Faculty Member retains his/her eligibility to apply for tenure in year three. If an untenured Associate or Full Professor receives an unqualified appointment letter for his/her fourth year of full-time teaching at the University (i.e. s/he was denied tenure at the end of

year three and does NOT receive a terminal contract in year four), the Faculty Member shall be considered tenured.

Failure to apply for tenure by the sixth year (for Assistant Professors) or by the third year (for Associate/Full Professors) leads to a terminal contract for the seventh and fourth year, respectively.

Section 11.3 Appeal of Tenure and/or Promotion Denial

Definitions and Restrictions

Tenure-Track Faculty Members who have not been recommended for tenure and/or promotion may appeal the recommendation. Appeals are heard by the Judicial Committee.

In no event shall a decision not to tenure or promote a Faculty Member be based upon:

- (a) The exercise by the Faculty Member of rights guaranteed by the First Amendment to the United States Constitution.
- (b) The Faculty Member's race, sex, creed, color, religion, national origin, age, disability, veteran's status, or other forms of discrimination prohibited under the University's Non-Discrimination Policies.
- (c) Personal malice (dislike, animosity, ill-will, or hatred based on personal characteristics, traits or circumstances of an individual) or procedural error occurring during the evaluation process.

Appeal Procedures

Step 1: Conference with Provost/Vice-President for Academic Affairs

Within 14 calendar days after receiving Formal Notice of a decision not to recommend Permanent Tenure and /or promotion from the Provost/VPAA, a Faculty Member may request in writing a private conference with the Provost/VPAA to discuss the reason(s) for the decision. If the faculty member does not request review within those 14 calendar days, then the notice is final without recourse to any further review by faculty committees, the University, or the Board of Trustees. This request shall be granted and the conference held within 10 Days after receipt of the request. Within 10 Days after the conference, the provost shall give the Faculty Member Formal Notice whether the decision to not promote, and/or not grant Permanent Tenure remains in effect with a copy to the President.

Step 2: Request for Review by Judicial Committee

Within 14 calendar days after the Faculty Member receives Formal Notice of the decision and, if the Faculty Member is not satisfied with the decision of the Provost/VPAA s/he may request that the Faculty Judicial Committee review the decision. This review is limited solely to determining whether the decision not to promote and/or recommend Permanent Tenure was based upon any of the Appeal Grounds in Section XI.3 (1). The request for review shall be written and addressed to the chair of the Judicial Committee with a copy to the Provost. The Faculty Member must state clearly which of the Appeal Grounds, as stated in Section XI (1) were used as the basis for the negative decision and include a concise statement of facts that the Faculty Member believes supports the contention. Such a request constitutes on the Faculty Member's part: (1) a representation of ability to prove the contention, and (2) an agreement that the institution may offer in rebuttal of the contention any relevant data within its possession. The committee shall consider the request and grant a hearing if it determines that

- (a) The request contains a contention that the decision was impermissibly based under Section XI.3 (1)
- (b) The facts suggested, if established, will support the contention. A denial of the request for review finally confirms the decision of the Provost not to promote and/or grant permanent tenure. If the request for review is granted, a hearing shall be held within 20 Days after the request for review is received. The Faculty Member and the Provost/VPAA shall be given at least 10 Days' Formal Notice of the hearing. The notice to the Faculty Member and the provost shall include the date of the hearing and the membership of the committee. Within 5 Days of receipt of notification, the Faculty Member may request a substitution in the committee's membership, if a committee member constitutes a conflict of interest. The chair of the Judicial Committee shall review any substitutions with the parties involved and shall consult with the parties to reschedule a hearing, if necessary.

Powers and Duties of Judicial Committee

The primary purpose of the hearing is to give the Faculty Member (hereafter, "Petitioner") the opportunity to prove his or her contention that the decision not to tenure and/or promote was improperly made. Conversely, the hearing provides an opportunity for the decision maker (the Provost/VPAA or the Provost's designee; hereafter, "Respondent") to answer the Petitioner's

allegations. An equally important purpose of the hearing is to create a record of process and documentary evidence for review by the parties, the President and/or the Board of Trustees, should the Petitioner seek further review of the non- promotion and/or non-tenure decision.

The Committee's role is not to "second-guess" the professional judgment of administrators and colleagues responsible for making the non-tenure and/or non-promotion, decision. The Committee does not re-examine the merits of the Faculty Member's candidacy. Its sole function is to determine if the decision was based on one of the Appeal Grounds.

The burden of proof rests with the Petitioner (faculty member) and not with the Respondent (university). The standard of proof is proof by a preponderance of the evidence or greater weight of the evidence. This means that the Petitioner must prove that his or her allegations of impropriety are more likely true than not true. The Committee determines whether this burden of proof has been met by weighing all of the evidence and the demeanor and credibility of the witnesses, in the light of experience and common-sense judgments.

Upon receipt of a request for hearing, the Committee chair shall convene the committee for the purpose of determining whether a hearing shall be granted. A hearing shall be granted, if the Committee determines that the request contains a contention that the decision was impermissibly based as set out herein above and (b) the facts offered, if established, will support the contention. A denial of the request finally confirms the decision and the Petitioner shall be advised by a simple statement of the Committee's decision and his or her appeal rights. A copy of the letter shall be sent to the Respondent. If the request for hearing is approved, the Respondent shall be provided a copy of the written request for hearing, and a hearing shall be scheduled within 30 Days of the date the request was received. The committee chair may seek agreement of the Petitioner and Respondent to extend these time limits if the limits are impractical.

The Hearing

The hearing shall be conducted informally and in private. Only the members of the committee, the Faculty Member, the Provost/VPAA, and such witnesses as may be called may attend, except that both the Faculty Member and the Provost/VPAA may be accompanied by one person (excluding legal counsel) of their choosing. Witnesses shall remain outside the hearing chamber except when testifying. In the spirit of avoiding unfair surprise, and to facilitate the hearing process, the parties

should provide a list of witnesses and copies of exhibits they intend to introduce at the hearing, to each other, and to the Committee chair, at the beginning of the hearing. Copies of exhibits should also be made for each Committee member. The failure to list a witness, or to provide advance copies of all exhibits, will not preclude a party from calling the witness or from introducing a document. However, the opposing party may be granted a temporary adjournment of the hearing if the Committee deems a delay necessary in order for that party to adequately respond to the new evidence. It is important to note that the Committee has no authority to compel the attendance of witnesses. However, the chair may request that the President ensure that all witnesses who are employees of the University are given permission to attend the hearing. Both the Provost/VPAA and the Faculty Member are allowed one person of their choosing to accompany them to the hearing. Neither party shall be actively represented in the hearing by an attorney.

Starting with the Petitioner, each party will be given the opportunity to make opening remarks limited to five minutes each. The purpose of opening remarks is to orient the Committee to the nature of the case and to the facts the party intends to establish. Opening remarks are not evidence.

At the conclusion of opening remarks, the Petitioner will present evidence (witnesses, documents, his or her own testimony, etc.) in support of his or her allegations. All witnesses may be questioned by members of the Committee, by the Petitioner and Respondent, and by the representatives of the Petitioner and Respondent. Except under extraordinary circumstances, Petitioner will be limited to a total of one hour to present his or her case. Petitioner may reserve a portion of the hour for rebuttal at the conclusion of Respondent's evidence. If the Petitioner wishes to reserve rebuttal time, Petitioner must notify the Committee of that fact at the beginning of the hearing.

After the Petitioner concludes his or her presentation, the Respondent may present evidence (witnesses, documents, his or her own testimony, etc.) in support of his or her allegations. All witnesses may be questioned by members of the Committee, by the Respondent and Petitioner, and by the representatives of the Respondent and Petitioner. Except under extraordinary circumstances, the Respondent will be limited to a total of one hour to present his or her case.

At the conclusion of all the evidence, Petitioner may make closing remarks to the Committee, followed by the closing remarks of Respondent. Since Petitioner bears the burden proof,

Petitioner may also make brief final remarks in response to Respondent's closing. Closing remarks shall not exceed fifteen minutes per side.

After the closing remarks are concluded, the Chair will close the hearing and the Committee will withdraw into closed session. The Committee may begin its deliberations immediately. The Committee's decision will be by majority vote. As discussed earlier, the Petitioner bears the burden of proving, by a preponderance of the evidence, his or her contention that the Non-tenure/and or promotion decision was based upon grounds cited in Article XI.3 (1).

If the Committee decides that the Petitioner has not established his or her case, it will so notify Petitioner and Respondent by a simple, unelaborated written statement. If the Committee determines that the Petitioner has established his or her case, it will so notify the Petitioner and Respondent by a written notice that includes a recommendation for corrective action by the Provost/VPAA. Within 10 Days after receiving such a recommendation, the Provost shall notify the Faculty Member and the chair of the committee what modification, if any, he or she will make with respect to the original decision not to reappoint. If the Provost/VPAA fails to make a recommended modification in the original decision, the committee shall submit a report to the President containing the committee's findings and recommendation and what it considers to be appropriate action by the President to resolve the matter. The chair of the Committee shall assemble the case file consisting of all documents and correspondence received, sent or accepted by the panel as part of its consideration of the case, including, the Petitioner's initial statement, documents introduced as evidence and any report and recommendation. The chair will deliver the case file to the President within five days after all the foregoing procedures are complete. The President will issue a final written opinion within 30 Days after receiving the hearing documents including the transcript of the hearing. The President's decision shall be based on the recommendations and evidence received from the hearing committee. A Faculty Member's appeal on a non-promotion or denial of tenure beyond the President is to the Board of Trustees. If the President either declines to accept a committee recommendation for non-tenure/and or promotion that is favorable to the faculty member or concurs in a committee recommendation that is unfavorable to the faculty member, then the faculty member may appeal by filing a written notice of non-tenure/ and/or promotion appeal with the Board of Trustees, and submitting such notice to the Board of Trustees Chair, by certified mail, return receipt requested, or by another means that provides proof of delivery, within 14 calendar days after the faculty member's receipt of the

President's decision. The notice must contain a brief statement for the basis for the appeal. The purpose of the appeal is to assure:

1. That the campus-based process for reviewing the decision was not materially flawed, so as to raise questions about whether the faculty member's contentions were fairly and reliably considered.
2. That the result reached by the President was not clearly erroneous.
3. That the decision was not contrary to controlling law or policy.

Article XII. Post-Tenure Review Process

Section 12.1. Post-Tenure Review Purpose and Process

After a Faculty Member has achieved tenure, the Faculty Member may be reviewed no more than once every fifth year after their last submission to either the PTS Committee (for promotion or sabbatical) or the Post-Tenure Review Committee. The purpose of Post-Tenure Review is to examine, recognize, develop and enhance the performance of tenured faculty through an advisory peer review process.

The Provost shall send a letter informing the tenured faculty member that they are scheduled to undergo post tenure review on or before May 15 of the upcoming Academic Year for the scheduled review. When the selected tenured faculty receive their contract for the year, the contract will indicate that they are scheduled to undergo Post-Tenure Review during the year of the contract.

The details of the Post-Tenure Review Process are described in Section 12.3 below.

Section 12.2. Post-Tenure Review (PTR) Committee Membership

Post-Tenure Review (PTR) Committee Membership: This committee is a faculty standing committee, 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 Divisions, one tenured faculty from the library, one tenured faculty from the graduate school, and one tenured faculty member appointed by the Provost/Vice President of Academic Affairs.

Section 12.3. 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 12.4. Post-Tenure Review Process

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

- (a)** Faculty will be notified by the Provost/VPAA by May 15 that they have been scheduled for review. The VPAA/Provost will make the final selections in consultation with the Dean of the Faculty and based on selection guidelines in this document. A letter will be sent to each selected faculty member with copies to the Dean, Department Chair and the PTR committee. The names of affected faculty members will be included in the October biannual report to the Contract Administrator of LUC-AAUP. The materials described below* will be submitted by the Faculty Member to the Department Chair by October 31. Upon review of the portfolio, the Department Chair will forward the portfolio along with an evaluative report to the Dean of the Faculty by November 7. If the Dean of the Faculty decides, following review of the portfolio and Department Chair's report, 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 15. The PTR Committee will then review/evaluate all aforementioned materials and submit its findings to the VPAA/Provost by March 15. The VPAA/Provost will send a letter to each faculty member, the Department Chair, the Dean of the Faculty, and the Chair of the PTR Committee advising them of the outcome of his/her review. This letter will be sent no later than April 30.
- (b)** The assessment rubric to be used by the Dean of the Faculty and PTR Committee was developed jointly by the Deans, the Faculty Committee on Assessment and the Faculty PTR Committee, in 2017. An alternate rubric may be created at the same time for library faculty. The Faculty Committee on Assessment will review the rubric at least once every three years, and more frequently, if necessary, based on recommendations in the PTR Committee's annual report. Any changes to the rubric will be brought before the faculty for approval in accordance with the Faculty By-Laws prior to its implementation.
- (c)** 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 Provost/Vice President of Academic Affairs, Dean of the Faculty and LUC-AAUP administrator with a copy to the faculty member by April 15.

- (d) The PTR Committee will submit an annual report of its findings at the April faculty meeting. The report will be posted to the Academic Affairs website. The report will include the number of faculty names submitted for review, the number of faculty selected to continue to the PTR Committee, and the aggregate recommendations of the committee.

Section 12.5. Post-Tenure Review Committee Report to Reviewed Faculty

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
- (c) 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 Tenure Committee letter that evaluates a faculty member's performance based on their portfolio in the areas of teaching, scholarly work, and service over the previous five years.
- (e) Student course evaluations over the preceding five years.

Article XIII – Faculty Appointments and Non-Renewal Procedures

Section 13.1. 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 13.2. 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 13.3. 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 13.4. “Regularized” Faculty Ranks

The regulations set forth in the following sections of Article XIII 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 13.5. Promotion, Tenure, and Severance (PTS) Committee

The Committee on Promotion, Tenure and Severance (the "Committee") referred to in this Article XIII 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 XIII only, this definition shall supersede any other definitions pertaining to this Committee.

Section 13.6. 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 Provost/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 13.6(c), (d), and (e) of this Agreement, and Exhibit F if the department chairperson is the affected Faculty Member, then the Dean of the Faculty or his/her designee 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, whether hired in January or August of the year, 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 Provost/Vice-President of Academic Affairs or her designee and the affected Faculty Member by January 15. In the event that the department chairperson forwards a recommendation of non-renewal to the Provost/Vice-President of Academic Affairs or her designee before January 15, the review process set forth in Sections 13.6 (c)(i) through 13.6 (c)(v) may commence at the time such recommendation is forwarded to the Provost/Vice-President of Academic Affairs or her designee; provided, however,

that the steps in the review process set forth in Sections 13.6(c)(i) through 13.6(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 Provost/Vice-President of Academic Affairs or her designee 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 Provost/Vice-President of Academic Affairs or her designee 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 Provost/Vice-President of Academic Affairs or her designee 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 Provost/Vice-President of Academic Affairs or her designee'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. 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 Provost/Vice-President of Academic Affairs or her designee by April 1. The Judicial Committee shall provide copies of its opinion to the Faculty Member, the department chairperson or Dean, and the Provost/Vice-President of Academic Affairs or her designee.

- iv. The President shall consider the department chairperson's or dean'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 procedure is the same as Section 13.6 (c) i, except for dates. The Chair has to forward the recommendation of nonrenewal by October 1.
 - ii. The procedure is the same as Section 13.6 (c) ii, except for dates. The faculty member must submit relevant materials by October 15 and the Provost/Vice-President of Academic Affairs or his/her designee must send notification of nonrenewal in writing by December 15.
 - iii. The appeal process is the same as outlined in Section 13.6(c) iii–v, except for dates. The affected faculty member must request in writing a hearing with the Chair of the Judicial Committee by January 15. The Judicial Committee shall issue an advisory opinion on the merits of the case to the President by February 15, 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 and 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. The procedure is the same as Section 13.6 (c) i, except for dates. The Chair has to forward the recommendation of nonrenewal by October 1 and the faculty member must

respond by October 15. The Chair must submit the recommendation of nonrenewal with the Faculty Member's response by November 1 to the Provost/Vice-President of Academic Affairs or her designee.

- ii. The procedure is the same as Section 13.6 (c) ii, except for dates. The Judicial Committee must send its recommendation to the Provost/Vice-President of Academic Affairs or her designee by December 1. The faculty member must respond by January 15. The appeal process is the same as outlined in Section 13.6(c) iii–v, except dates are changed. The affected faculty member must request in writing a hearing with the Chair of the Judicial Committee by March 15. The Judicial Committee shall issue an advisory opinion on the merits of the case to the President by May 1. 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. 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.
- iii. The provisions of this subsection 13.6.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 9.07 a in the By-Laws.

Section 13.7. 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 13.8. "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 13.9. 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 XIV – Workload

Section 14.1. 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 14.2. 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 14.3. 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 14.4. 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 14.5.
- (b) 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 \$750 per credit hour for classes in which 7 or fewer students are enrolled; \$850 per credit for 8 students; \$950 per credit for 9 students; and \$1050 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 Provost/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 14.1 shows the payment per credit for the guaranteed and non-guaranteed course sections:

Table 14.1. Guaranteed and Non-Guaranteed Sections

Course Section Enrollment	Guaranteed Section	Non-Guaranteed Section
	Cost per Credit	Cost per Credit
10 Students or more	\$ 1,050	\$ 1,050
9 Students	\$ 950	\$ 950
8 Students	\$ 850	\$ 850
7 Students	\$ 750	\$ 750
6 Students	\$ 750	\$ 750
5 Students	\$ 750	Not Offered
4 Students	\$ 750	Not Offered
3 Students	\$ 750	Not Offered
2 Students	\$ 750	Not Offered
1 Student	\$ 750	Not Offered

(c) The salary payment for graduate summer school teaching, shall be based on the number of tuition-paying students enrolled as shown in Table 14.2. The rates will be \$850 per credit hour for classes in which 4 or fewer students are enrolled; \$1000 per credit for 5 students; and \$1150 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 Provost/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 14.2 shows the payment per credit for graduate summer school.

Table 14.2. Summer School Payment for Graduate School

Course Section Enrollment	Cost per Credit
6 Students or more	\$ 1,150
5 Students	\$ 1,000
4 Students	\$ 850
3 Students	\$ 850
2 Students	\$ 850
1 Student	\$ 850

(d) 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.

(e) Full time undergraduate Faculty Members shall not be required to teach in the graduate program.

Section 14.5. 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) Graduate Faculty will teach eighteen (18) credit hours during the academic year, typically nine (9) in the fall and nine (9) in the spring. Both parties recognize that Graduate Faculty may be needed to teach undergraduate classes. In those cases, whereby a Faculty Member teaches two (2) graduate classes and one (1) undergraduate class, the undergraduate class will be considered graduate hours release for the Faculty Member. In those instances, whereby a Faculty Member teaches one (1) graduate class and two (2) undergraduate classes, the affected Faculty Member will have satisfied ten (10) hours and will need two (2) additional credits to fulfill his/her workload. The chart below lists the possible combinations and respective workloads:

Number of Graduate Classes	Number of Undergraduate Classes	Teaching Credits Satisfied
3	0	9 credits – satisfied
2	1	9 credits – satisfied
1	2	10 credits – needs 2 credits to satisfy 12 credit undergraduate course load
1	3	13 credits – satisfied plus 1 credit overload
0	4	12 credits – satisfied

Section 14.6. 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. Such a mix ensures that all Faculty Members teach 24 credit hours per academic year. Thus, the University can offer courses with fewer than five (5) students as regular classes and not as tutorials. (see 14.12e)

Section 14.7. 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 14.8. Field Work/Practical 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 14.9. 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 14.10. 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 workload reduced by the number of hours equivalent to the amount of research time (release time).
- (b) The Faculty Member and the University agree 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 is scheduled to teach.
- (c) The Principal Investigator (PI) of a research grant will receive an incentive payment of 20% of his salary, equivalent to 20% of the release time pay. 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 14.11. 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 14.12. Duties and Responsibilities of the Department Chairperson

- (a) The duties of the department chairperson in departments with four (4) to six (6) full-time equivalent members of the Faculty (including the department chairperson) shall constitute one three-credit hour course per semester; department chairs with seven (7) to 10 full-time equivalent members of the Faculty (including the department chairperson) shall constitute one four-credit hour course per semester; department chairs with more than 10 full-time equivalent members of the Faculty (including the department chairperson) shall constitute

one five-credit hour semester. It is further agreed that any combination of adjunct/part-time faculty teaching a full-time equivalency, i.e., 12 credit hours, shall constitute one (1) full-time faculty member which will be included in the calculation of the aggregate full-time equivalency formula referenced above for the awarding of course release for department chairs. In addition to the course release time cited above, department chairpersons will receive a two thousand dollars (\$2,000) stipend for each academic semester served (fall and spring). Compensation for the fall shall be paid at the end of January and compensation for the spring shall be paid at the end of June.

(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) Department Chair Appointment Process

The faculty may submit their recommendations on their own, if at all, to the Dean of the Faculty, whether it be the Union suggested profile form or one of the individual faculty member's own choosing. It is the Faculty member's responsibility to create, complete, collect, and forward the recommendation. The President will consider all timely submitted department faculty recommendations.

(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 chairperson in consultation with the affected Faculty Member and where necessary with the Dean of the Faculty. 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. When making course assignments, department chairpersons will distribute both high- and low- enrollment courses among department faculty. (See 14.6)

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

- (g) Department chairpersons shall arrange for the advising of students who major or plan to major in the department.
- (h) After consultation with all departmental colleagues, the department chairpersons shall recommend to the Provost/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.
- (i) The department chairperson shall submit annually to the President, Provost/Vice President of Academic Affairs and Dean of the Faculty, 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.
- (j) Department chairpersons are expected to monitor and ensure standards of accountability for all University employees assigned to their department, including verifying faculty attendance at department and University-wide Faculty meetings, academic convocations and Commencement. Furthermore, department chairpersons are expected to assume a major leadership role in advancing the university mission.
- (k) 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.
- (l) In accordance with Faculty By-Laws 9.06d, chairpersons shall review all non-tenured, tenure-track faculty annually by June 30. A faculty member has the right to rebut the chair's annual evaluation of his/her performance; this written rebuttal must be submitted to the chairperson and dean of the faculty no later than ninety (90) days following the issuance of the chair's evaluation. The Faculty Member reserves the right to place the rebuttal in his/her Official Academe File (OAF).

Section 14.13. 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 14.3.

Table 14.3. 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 14.14. 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, the directorship of a program, 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 thirty (30) to thirty five (35) hours of actual time spent on such an undertaking during the course of the semester, including summer terms. (See Exhibit I)

(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 14.15(b) or assigned to the director of student teaching who shall be compensated according to Article 14.15(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.

(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.

(c) University Chaplain Release

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

(d) Undeclared Student Advising

Faculty Members who agree to participate in the FYE course and advise first-year students shall have a threshold advisement load whereby each Faculty Member will be assigned to one (1) FYE section of no more than 20 first-year students. The Faculty Member will receive a stipend of four thousand dollars (\$4000) for the academic year. Faculty participants must attend mandatory workshops and meetings designed to orient them to the course and advising objectives. The FYE course will count toward the 24-hour credit hour teaching load requirement/academic year. Payment will be made in equal installments at the end of each semester.

Section 14.15. 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 14.16. 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 14.17 Campus Presence

(a) The composition of professional duties and responsibilities of individual faculty cannot be restricted to a fixed amount of time. Except for rare and compelling circumstances, Faculty Members shall discharge some of their duties (teaching, maintaining office hours, committee work, 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 and other situations approved by the Provost/Vice President of Academic Affairs or appropriate Dean.

(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 14.18. Distance Learning

(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.

(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.

(c) Enrollment Cap (See Addendum F)

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.

(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.

(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 DLcourse.

(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 XV – GRIEVANCE PROCEDURE

Section 15.1. 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 15.2(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 11.01 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 6.09(cp) and are reviewable by the Judicial Committee (Article II. 3(2)).
 - 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 6.09(7)).

Section 15.3. Time to File

Any grievance for which redress is not specifically defined in the Faculty By-Laws or in Articles VIII or XV hereof shall be subject to redress through the procedures outlined below, Steps 1 through 3, and in Exhibit “G”. Prior to initiating Steps 1 through 3, the grievant shall inform the **Dean of the Faculty or designee 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 Dean of the Faculty or designee of the grievance, the grievant or the Union shall submit his grievance to the Provost/Vice President of Academic Affairs. The Provost/Vice President for Academic Affairs or his designee shall investigate the matter in such a manner as s/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 s/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 Provost/Vice President of Academic Affairs or 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 Provost/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 15.4. 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 15.5. 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 15.6. 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 15.7. 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 15.8. 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 15.9. 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 15.10. 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 XVI – FACULTY RETRENCHMENT

Section 16.1. 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 16.2. 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 16.2; 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 XVII – SALARIES, BENEFITS, TRAVEL and FACULTY
DEVELOPMENT**

Section 17.1. Salaries

The starting salary of faculty newly hired in Fall 2019 at the rank of Assistant Professor will be raised to \$64,000. In addition, the salaries of all returning faculty at the rank of Assistant Professor will be raised to \$64,000. 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 17.1 – 17.4 for their respective Faculty Ranks. Each Faculty Member’s raise shall be calculated on a Faculty Member’s annual base salary.

Table 17.1. Tenure and Tenure-Track Faculty Members Salary Raise by Rank

Rank	2019-20	2020-21	2021-22
Professor	2.00%	2.50%*	2.50%*
Associate Professor	2.00%	2.50%*	2.50%*
Assistant Professor	2.00%	2.50%*	2.50%*
Instructor	2.00%	2.50%*	2.50%*

As shown in Table 17.1, the salary raise is an ATB percentage increase in Faculty Members’ base salary as stipulated above. * Salaries may be adjusted upwards in Years 2 and 3 in accordance with Side-letter, Addendum F.

Table 17.2. Non-Tenure Track Faculty Members' Salary Raise by Rank

Rank	2019 – 2020	2020 - 2021	2021 – 2022
Visiting Faculty	2.00%	2.50%*	2.50%*
Lecturer	2.00%	2.50%*	2.50%*
Senior Lecturer	2.00%	2.50%*	2.50%*

As shown in Table 17.2, 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 2019-2022:

Table 17.3. MINIMUM Salaries by Rank for 2019- 2022

Rank	2019 – 2020	2020 – 2021	2021 – 2022
Professor	\$ 83,358	\$ 85,626	\$ 87,767
Associate Professor	\$ 74,000	\$ 75,850	\$ 77,746
Assistant Professor	\$ 64,000	\$ 65,600	\$ 67,240
Instructor	\$ 55,500	\$ 56,888	\$ 58,310
Senior Lecturer	\$ 73,500	\$ 75,000	\$ 76,500
Lecturer	\$ 55,500	\$ 56,888	\$ 58,310

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 2019-2022:

Table 17.4. MAXIMUM Salaries by Rank for 2019 - 2022

Rank	2019 – 2020	2020 – 2021	2021– 2022
Professor	\$104,652	\$ 107,268	\$ 109,950
Associate Professor	\$ 88,230	\$ 90,436	\$ 92,697
Assistant Professor	\$ 77,622	\$ 79,563	\$ 81,552
Instructor	\$ 63,505	\$ 65,093	\$ 66,720
Senior Lecturer	\$ 104,652	\$ 107,268	\$ 109,950
Lecturer	\$ 77,622	\$ 79,563	\$ 81,552

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

- i.** 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.
 - ii.** 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 14.5 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 17.5.

TABLE 17.5. Overload Rates

Rank	Additional Section	New Section
Professor	\$ 950	\$ 1,050
Associate Professor	\$ 900	\$ 1000
Assistant Professor	\$ 850	\$ 950
Instructor	\$ 800	\$ 900
Senior Lecturer	\$ 900	\$ 1000
Lecturer	\$ 850	\$ 950

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 notify the Faculty Member to be compensated of the amount of the overload(s) 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 17.5 applies. However, all such overloads must be mutually agreed upon by the affected Faculty Member and the Department Chairman. Faculty Members shall be limited to teach no more than four (4) credits of an overload per semester. Faculty Members cannot exceed the four (4) overload credit limit unless extenuating circumstances exist (e.g. early retirement, death, etc.). Furthermore, a given Faculty Member may only exceed the four (4) credit overload limit once during each academic year. (See Exhibits H & I)
- (j) Department chairs will be compensated at the rate of \$150 per day, for work mutually agreed to by the Provost/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 17. 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 Provost/Vice President For Academic Affairs, Vice President for Institutional Advancement, 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 Provost/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 17.2. Insurance Benefits

The University shall, to the extent set forth in this Article 17, 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.

The 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) 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 17.3. Teaching Relief for Primary Caregivers

- (a) Teaching Relief for Primary Care Givers: Lincoln University provides 6 credit reduction of classroom teaching relief for faculty members who are primary caregivers for newborn children, newly adopted children or ill family member. This is not considered to be a leave, and the faculty member's responsibilities to conduct research, advise students, and participate in University and departmental affairs remain unchanged. This policy is intended to provide sufficient time for faculty members coping with the demands of being primary caregiver to a new child. All full-time tenured and tenure-track faculty are eligible for this benefit during the semester in which birth or adoption occurs, or in the immediately following semester (if birth or adoption occurs between semesters, the teaching relief can be taken in the following semester). The benefits provide one semester relief in the case of an ill family member. Faculty members wishing to receive teaching relief should contact their department Chair and the Dean of the Faculty indicating the period during which teaching relief is requested and verifying that he or she will be the primary caregiver during that time. An untenured, tenure-track faculty member who avails herself or himself of teaching relief is entitled to an extension of her or his contract by one year unless the faculty member requests otherwise. Such extensions are automatically awarded at the same time as teaching relief is granted.
- (b) Extraordinary Circumstances: When faced with extraordinary adverse circumstances, an untenured, tenure-track faculty member may submit to the Dean of the Faculty a request for an extension of the probationary period beyond the normal seven years. Such requests are limited to cases in which there have been reasons beyond the faculty member's control resulting in him or her being deprived of reasonable opportunities to demonstrate his or her ability and potential as a teacher scholar before the sixth year (e.g., due to a need to care for a seriously ill child or family member, because of a physical disaster affecting research materials, etc.). Such extensions may be granted by the Dean of the Faculty following review and approval by the Promotion, Tenure and Sabbatical (PTS) Committee. Requests for extensions of the probationary period must be submitted to the

Dean of the Faculty and to the chair of the department as soon as possible after the extraordinary circumstances, justifying for such a request to have occurred, but in any case, no later than April 1 of the academic year before which a review for reappointment or promotion to tenure would be required. The request should include a detailed description of the circumstances thought to warrant such an exception. The chair of the faculty member's department shall submit a memorandum to the Dean of the Faculty outlining the department's view on the validity of the request. Such requests will be subject to the approval of the PTS Committee and the Dean of the Faculty.

Section 17.4 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 17.5. 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 17.7 - 10 earmark funds only for faculty-initiated projects. The University agrees to contribute a maximum of the following amounts of money.

Table 17.7. University Contributions to Faculty Development and Travel

Year	Contribution
2019 – 2020	\$ 250,000
2020 – 2021	\$ 250,000
2021 – 2022	\$ 250,000

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

Table 17.8. Travel Funds per Faculty Member for Attendance Only at Conference(s)

Year	Allotment/Faculty Member
2019 – 2020	\$ 1,200
2020 – 2021	\$ 1,200
2021 – 2022	\$ 1,200

Table 17.9. 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
2019 – 2020	\$ 1,650
2020 – 2021	\$ 1,650
2021 – 2022	\$ 1,650

Table 17.10. Travel Development Funds for Faculty Development Committee Awards

Year	Allotment
2019 – 2020	\$ 100,000
2020 – 2021	\$ 100,000
2021 – 2022	\$ 100,000

Table 17.11. Faculty Development Funds for Other Professional Development Opportunities

Year	Allotment
2019 – 2020	\$ 1,200
2020 – 2021	\$ 1,200
2021 – 2022	\$ 1,200

- (a) Uses of the money stipulated in Tables 17.8 – 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 \$7,650 per year for any combination of activities funded through allotments stipulated in Tables 17.8 – 11.

Exceptions to this may be made by application to both the Faculty Development Committee and the Provost/VPAA.

- (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 17.6. 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 to attend and/or present and receive reimbursement for a maximum of two conferences per year as described below:

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 (up to \$300) plus documented expenses up to a maximum per year as delineated in Table 17.8 (total not to exceed \$1,500).
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 17.9.
3. It is understood that the limit on reimbursement (to two conferences per year) whether under subparagraphs (1) or (2) of this Section 17.4 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 17.4. 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 17.4 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 shall also be made to process travel Authorization Reimbursement (TAR) forms within five (5) business days of them entering the system. This will help ensure that faculty receive early bird registration rates and lower airfare.
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 17.7. 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 17.10.
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 Guidelines and Due Dates developed by the 2019-2020 Standing Committee on Faculty Development, as approved by the faculty, shall govern the distribution of Faculty Development Funds.

Section 17.8. 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 17.11.
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 Provost/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, Provost/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 Provost/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, Provost/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 17.9. 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 17.10. 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 Provost/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 17.11. 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 17.12. 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 17.13. Alteration of the Terms of the Agreement

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

Section 17.14. 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 17.15. 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 17.16. 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 XVIII – LIBRARIANS

Section 18.1. Faculty Ranks

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

Section 18.2. 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 18.3. Same Written Contracts

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

Section 18.4. 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 18.5. 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 XIX – LEGISLATIVE ACTION

Section 19.1. Legislative Action Supersedes

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 19.2. 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 19.3. 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 19.4. 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 XX – MISCELLANEOUS

Section 20.1. 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 20.2. 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 20.3. 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 20.4. Ratification

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

Section 20.5. 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 20.6. 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 20.7(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 20.7(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 XXI -- DURATION

Section 21.1 This Agreement shall become effective September 1, 2019, and shall remain in full force and effect until August 31, 2022.

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

LINCOLN UNIVERSITY OF THE
COMMONWEALTH SYSTEM OF
HIGHER EDUCATION


BY:

BY:


LUC-AAUP Chief Negotiator


Vice President for Fiscal Affairs


LUC-AAUP Negotiator


Dean of the Faculty/Professor


LUC-AAUP Negotiator


Vice President of Human Resources


LUC-AAUP Negotiator


President, Lincoln University

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, 2019 and shall remain in full force and effect until August 31, 2022.

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, 2019 and shall remain in full force and effect until August 31, 2022. 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, 2019 and shall remain in full force and effective until August 31, 2022.

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.

ADDEDUM D

Distance Learning Enrollment Caps, Side Letter

The University and the Union agree that Distance Learning (DL)/online classes should be designed for student success. Studies have shown that optimal class size for on-line courses is 15-20, which provided the rationale behind capping these courses at 20. However, the University and the Union also recognize that some DL/ online courses can be successful with larger enrollments, similar to the variation in class size found with face-to-face classes that vary depending on subject matter. Further, since technological updates and changes in online instruction have occurred since the earlier studies were conducted, it is mutually beneficial for both the administration and the faculty to collect data on DL/online classes at Lincoln University. Once Lincoln University begins its RN to BSN online program in the fall of 2017, studies will be conducted to assess student demand, class size, student success, faculty workload, and etc. A team from the Administration and a team from LUC-AAUP will meet and negotiate any change to a cap in class size based on our data.

IN WITNESS THERE OF, the parties hereto have executed this Side Letter of Agreement. A signature page indicating approval of this Side Letter of Agreement and a duplicate of like tenor and effect is being kept on file in the Office of Human Resources and in the Office of LUC-AAUP.

ADDENDUM E

SACE-University City

In an effort to maximize resources of the School for Adult and Continuing Education (SACE) at University City, both parties agree to actively support the appointment of a SACE Taskforce formed by October 15, 2019 comprised of four (4) SACE faculty members and led by Associate Dean of the Faculty. The charge of the Task Force will be to identify issues and make recommendations towards addressing specific concerns for full-time faculty at SACE for which the current CBA is either silent or insufficient in supporting the work-model at University City. The report will be due by January 15, 2020.

Administration agrees to respond to the recommendations by no later than March 1, 2020 and to resolve any disagreements no later than April 1, 2020.

Addendum F

Side Letter

Contingency Salary Increases for 2020-2021 & 2021-2022

It is agreed that an additional increase of one-half percent (1/2%) will be paid for Year 2 (2020-2021) and Year 3 (2021-2022) if total revenues earned in the previous year (2019-2020 for Year 2 and 2020-2021 for Year 3) are 5% above the dollar amount received in 2018-2019 for Year 2 and 2019-2020 for Year 3 as documented in the final Audit (November, 2020 for Year 2 and November, 2021 for Year 3).

Payment would be based upon the September 1 start date for both Years 2 and 3.

The effective date of the increase would be September 1, 2020 and September 1, 2021 respectively

Addendum G

Lincoln University Side Letter of Agreement For implementation in Academic Year 2020-2021 Only Early Retirement/ Voluntary Resignation Incentive (ERIP)

Early Retirement / Voluntary Resignation Incentive. Lincoln University and Lincoln University Chapter of the American Association of University Professor agree to Early Retirement/ Voluntary Resignation Incentive up to \$500,000 for tenured faculty members in the Unit covered by the CBA for the Academic Year 2020-2021 only and as follows:

Group	Age by 12/31/2020	Years of Service By 12/31/2020	Medical Benefit (2020-2021)	2020-2021 offer
				% of Annual Base Pay
Faculty	65+	25	Applicable COBRA only – Not paid by LU	75%
Faculty	59-64	25	Applicable COBRA only- single coverage only cost paid by LU for 6 months OR until coverage offering by future employer or Medicare eligibility at age 65, whichever comes first	75%
Faculty	59+	15-24	Applicable COBRA only- single coverage only cost paid by LU for 5 months OR until coverage offering by future employer or Medicare eligibility at age 65, whichever comes first	60%

To be eligible, an employee shall submit a written notice of intention to retire or resign to the Office of Human Resources before December 17, 2020. His/ Her retirement/ resignation must be effective May 31, 2021 (Retirement/ Resignation will be effective at the end of the contract period for 11 - month employees). Benefits and salary earned during the 2020-2021 Academic Year will be paid as originally contracted. The incentive pay will be paid monthly

beginning in September 2021 in accordance with usual payroll practices. In the case of death before completion of payment, the balance of severance benefits will be paid to the retiree's heir(s). An employee who receives the retirement / voluntary resignation incentive shall not seek re-employment by the University for three years, and even after three years not as faculty members in the Unit covered by the CBA. The University reserves the right to deny a request to participate in the program based on operation needs. Participation will be contingent upon the signing of a severance agreement and general release by the faculty member in the form attached hereto.

The University guarantees that the vacated tenure-track slots will be retained and filled with tenure-track faculty by the start of the 2022-2023 Academic Year. The vacated slots may be moved to other departments whose enrollment numbers require additional tenure-track faculty.

The ERIP will be capped at \$500,000.00. If the payout of those requesting the ERIP is greater than \$500,000.00, the participants will share proportionately in the \$500,000.00 payout. Those participating will have the option to withdraw if the proportionate settlement is less than the original calculation.

This side letter of agreement shall be deemed a mutual ancillary agreement.

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.

ADDENDUM H

Lincoln University Side Letter of Agreement For implementation in Academic Year 2021-2022 Only Early Retirement/ Voluntary Resignation Incentive (ERIP)

Group	Age by 12/31/2021	Years of Service By 12/31/2021	Medical Benefit (2021-2022)	2021-2022 offer
				% of Annual Base Pay
Faculty	65+	25	Applicable COBRA only – Not paid by LU	75%
Faculty	59-64	25	Applicable COBRA only- single coverage only cost paid by LU for 6 months OR until coverage offering by future employer or Medicare eligibility at age 65, whichever comes first	75%
Faculty	59+	15-24	Applicable COBRA only- single coverage only cost paid by LU for 5 months OR until coverage offering by future employer or Medicare eligibility at age 65, whichever comes first	60%

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To be eligible, an employee shall submit a written notice of intention to retire or resign to the Office of Human Resources before December 17, 2021. His/ Her retirement/ resignation must be effective May 31, 2022 (Retirement/ Resignation will be effective at the end of the contract

period for 11 - month employees). Benefits and salary earned during the 2021-2022 Academic Year will be paid as originally contracted. The incentive pay will be paid monthly beginning in September 2022 in accordance with usual payroll practices. In the case of death before completion of payment, the balance of severance benefits will be paid to the retiree's heir(s). An employee who receives the retirement / voluntary resignation incentive shall not seek re-employment by the University for three years, and even after three years not as faculty members in the Unit covered by the CBA. The University reserves the right to deny a request to participate in the program based on operation needs. Participation will be contingent upon the signing of a severance agreement and general release by the faculty member in the form attached hereto.

The University guarantees that the vacated tenure-track slots will be retained and filled with tenure-track faculty by the start of the 2023-2024 Academic Year. The vacated slots may be moved to other departments whose enrollment numbers require additional tenure-track faculty.

The ERIP will be capped at \$500,000.00. If the payout of those requesting the ERIP is greater than \$500,000.00, the participants will share proportionately in the \$500,000.00 payout. Those participating will have the option to withdraw if the proportionate settlement is less than the original calculation

This side letter of agreement shall be deemed a mutual ancillary agreement.

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.

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 of the Faculty

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 of the Faculty

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.

Section 3.08

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 3.09

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

Section 3.10

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 IV: Faculty Council

Section 4.01: Membership

- (a) The Faculty Council shall consist of nine elected members of the Faculty who are not administrative officers at the level of Dean, Vice President, or President as follows:
- (b) A maximum of two faculty members may be non-tenured tenure-track.
- (c) A minimum of two faculty members must be from each college, including one member from the graduate faculty.
- (d) The Parliamentarian and Faculty Representative to the Board of Trustees shall be *ex officio* nonvoting members of the Faculty Council.

Section 4.02: Election and Terms

- (a) The Faculty Nominating Committee shall present a list of candidates for Faculty Council to the Faculty in the first April Faculty meeting.
- (b) Election for the Faculty Council shall be by secret ballot.
- (c) Terms for members of the Faculty Council shall be one-year terms renewable up to three years, and terms begin on August 15 of the academic year following election.
- (d) A member who has served three consecutive years must take a leave from the Council for one year before being elected for an additional term.
- (e) Vacancies prior to the end of the term shall be filled at the next faculty meeting.
- (f) Recall of a member of the Faculty Council shall be for adequate cause and by two thirds vote of the Faculty. Either the vote of the Faculty Council itself or by petition of ten faculty members shall initiate a recall. Adequate cause may include nonattendance at two or more Faculty Council meetings.

Section 4.03: Officers

- (a) The officers of the Faculty Council shall include the Chairperson, Vice- Chairperson, and Secretary, who shall constitute the Council Executive Committee.

- (b) The Faculty Council shall elect its officers by secret ballot at its first organizational meeting no later than September 15 of the academic year of service. Elections shall be annual.
- (c) Department chairs shall not be officers of the Faculty Council but may serve as members of the Faculty Council.

Section 4.04: Chairperson.

- (a) The chairperson of the Faculty Council shall preside over meetings of the Faculty Council and the Executive Committee of the Faculty Council.
- (b) The chairperson shall preside over legislative meetings or legislative portions of meetings of the Faculty. Legislative Faculty meetings, or portions of meetings, shall consist of action items.
- (c) The chairperson shall prepare an annual budget for funding the operations of the Faculty Council and submit it to the President.

Section 4.05: Vice-Chairperson.

- (a) The vice-chairperson shall perform the duties of the chairperson in the event of the chairperson's absence or disability.
- (b) In the event that the office of the chairperson becomes vacant, the vice- chairperson shall assume the office for the duration of that term.

Section 4.06: Secretary.

- (a) The secretary shall be responsible for the preparation of minutes of all meetings of the Faculty Council and the Faculty.
- (b) The secretary shall maintain records of all actions of the Faculty Council including maintaining copies of supporting documents.
- (c) The secretary shall be responsible for giving notice of meetings of the Faculty Council.
- (d) The secretary shall be responsible for posting notices of meetings, minutes, agendas, and links to supporting documents on the Faculty Portal or successor web location.

- (e) The secretary shall transmit or ensure the transmission of official notice of actions of the Faculty Council or Faculty to the appropriate parties.

Section 4.07: Powers and Responsibilities.

- (a) The Faculty Council shall receive all proposals pertaining to Article 2.01*, vote on said proposals, and prepare them in the form of brief legislative summaries for ratification by the Faculty.
- (b) The Faculty Council shall receive all action items from standing committees and other faculty groups and bring them to the Faculty for ratification. The Faculty may ratify, rescind, or send back items brought forward by the Faculty Council. Appeals may be made directly to the Faculty.
- (c) The Executive Committee of the Faculty Council shall prepare the agenda and schedule for action items brought before the Faculty. The Faculty Council may call additional Faculty Meetings as needed.
- (d) The Faculty Council shall ensure that minutes, agendas, and supporting documents are posted in a timely manner on the Faculty Portal web location. This includes both the proceedings of the Faculty Council and the proceedings of the Faculty.
- (e) The Faculty Council shall delegate tasks to Faculty Standing committees, and call for and review reports of faculty committees, chairs of academic departments, and academic deans.
- (f) The Faculty Council shall be informed by, advise, and consult with the President, or other designated officers of the administration as specified in 2.02.
- (g) The Faculty Council shall report to the Faculty all action and discussion items in minutes of Council meetings.

Section 4.08: Meetings.

- (a) A quorum of the Faculty Council shall consist of five or more members of the Faculty Council present.
- (b) Robert's Rules of Order, as revised, shall be the authority of the conduct of Faculty Council meetings. The Parliamentarian shall advise the chair on parliamentary matters.

- (c) All members of the Faculty and Administration shall have the right to attend and to speak at Faculty Council meetings.
- (d) Gallery privileges shall be extended to all members of the university community. The Faculty Council may grant speaking privileges to members of the gallery.
- (e) Meetings of the Faculty Council shall be open to the public unless, through requirement of law or other consideration, a meeting is deemed an executive session of the Council for reasons outlined in the Sunshine Act.
- (f) The Executive Committee of the Faculty Council shall prepare legislative summaries of action items approved by the Council and submit them to the Faculty for ratification.
- (g) The Faculty Council shall meet on the second Tuesday of each month during the academic year. Additional meetings as needed will be held on the fourth Tuesday of each month and are called by the Executive Committee.
- (h) Gallery privileges shall be extended to all members of the university community. The Faculty Council may grant speaking privileges to members of the gallery.
- (i) Meetings of the Faculty Council shall be open to the public unless, through requirement of law or other consideration, a meeting is deemed an executive session of the Council for reasons outlined in the Sunshine Act.
- (j) The Executive Committee of the Faculty Council shall prepare legislative summaries of action items approved by the Council and submit them to the Faculty for ratification.
- (k) The Faculty Council shall meet on the second Tuesday of each month during the academic year. Additional meetings as needed will be held on the fourth Tuesday of each month and are called by the Executive Committee.

Section 4.09: Annulment

- (a) After three academic years of operation of the Faculty Council, the Faculty may annul all the By-Laws pertaining specifically to the Faculty Council, and the Faculty By-Laws must return to its pre-Council version.
- (b) Upon annulment, non-Faculty Council related updates to the Faculty By- Laws shall remain

in effect. The annulment shall take effect at the beginning of the following academic year.

- (c) Annulment requires a two-thirds vote of a quorum of the Faculty, and a minimum of a majority of the Faculty, and there must be a ten-day notice of the annulment vote and the By-Laws to be annulled posted on the Faculty Portal. Only one annulment vote may be taken per academic year, but a vote may be taken in successive years.
- (d) An annulment vote does not require Board of Trustees approval.

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 five members elected by the Faculty, three from the Undergraduate Faculty and two from the Graduate Faculty, the Director of the Graduate Center or designee, the Director of Undergraduate Admissions or Designee, the Registrar or designee, the Director of Financial Aid or designee, and the Director of the Academic Advising Center or designee.

(b) The Committee on Assessment and Evaluation:

Composed of one Faculty person from each college, one from the professional staff in the Library, one from the graduate faculty, the Vice- President for Academic Affairs, the Director of Assessment, one alumnus on staff, one undergraduate student, and one graduate student.

(c) The Committee on Athletics:

Shall be composed of four members of the faculty (three elected at large and the Faculty Athletics Representative appointed by the President), two athlete academic advisors (one appointed by Academic Affairs and one appointed by Student Affairs and Enrollment Management), three students (one male athlete, one female athlete, and one student nominated by the Student Government Association), the Director of Athletics and the Senior Women Administrator in the Athletics Department.

(d) The Committee on Campus Activities:

Composed of the Head Librarian or designee, the Chaplain, five members elected by the Faculty, and four students.

(e) 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.

(f) The Committee on Distance Learning:

Composed of four elected faculty members, one from each college and one at large. A minimum of two of the elected faculty members must be trained in online learning and have taught at least one online or hybrid course.

(g) 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 college, one at large, one from the graduate faculty, and the Registrar. This committee shall meet at least once per academic semester with the Academic Affairs Committee of the Board of Trustees.

(h) The Committee on Faculty By-Laws:

Composed of three members elected by the Faculty and one student.

(i) Faculty Research and Development Committee:

Composed of one elected member from each college, one elected from the Library, one elected from the graduate faculty, three elected at large, the Vice President for Academic Affairs, and two students.

(j) The Committee on General Education:

Composed of nine members elected by the Faculty, one representative from the Administration, and one student. The elected members include two Faculty members from each college (one from each college must have General Education instructional responsibilities),

one Faculty member from the Library, and two Faculty members at large. The Provost and Vice President for Academic Affairs or his/her designee represents the Administration, and the student is elected/appointed by the Student Government Association.

(k) The Committee on Graduate Studies:

Composed of one elected Faculty member from each graduate program, two graduate students, the Director of the Graduate Center, the Head Librarian, and the Vice-President for Academic Affairs.

(l) The Committee on Honors, Awards, and Honorary Degrees:

Composed of six members elected by the Faculty, three appointed by the President, the Director of the Honors Program, and four 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.

(m) The Judicial Committee:

Composed of three non-administrative members with permanent tenure elected by the Faculty. The President and Contract Administrator for the LUC-AAUP are not eligible to serve on this Committee.

(n) The Juridical Review Committee:

Composed of three members elected from the Faculty and four students.

(o) The Committee on Nominations:

Composed of three members elected by the Faculty, one from each college, and one student.

(p) The Committee on Post-Tenure Review:

Composed of six tenured faculty members (one undergraduate faculty member from each college, one from the library, one from the Graduate Faculty, and one appointed by the Provost/Vice President for Academic Affairs). A faculty member serving during a year when he/she is undergoing post-tenure review must step down from the committee for that year.

(q) The Pre-Tenure Review Committee:

Composed of three tenured members elected by the Faculty (one from each college)

(r) The Committee on Promotions, Tenure, and Severance:

Composed of three members elected by the Faculty, one from each college. 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. An alternate member shall be elected each year from the college 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.

(s) 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 Student Health Services, and six students chosen from the upper classes by the Committee's Faculty

members. 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.

(t) The Study Abroad Committee:

Shall be composed of three elected undergraduate Faculty members (one from each College), one Faculty from the graduate program, one from the Foreign language Faculty, one from the international Relations program, the director of the Horace Mann Bond Honors Program or a designee, two students who have studied abroad, the Dean of Students or designee, and one representative from each of the following offices: Registrar's Office, Financial and Enrollment. The Director of the Office of International Programs and Services and the Study Abroad Academic Advisor will serve as *ex officio* members.

(u) The Library and Information Technology Committee:

Composed of the Head Librarian, eight members elected by the Faculty, two from each college, one from the library, and one from the graduate faculty, the Chair of the Mathematics Department, the Chair of the Computer Science Department, the Director of IT, the Director of Academic Technology Support, the Associate VP for External Relations, Marketing & Communications, and two students.

(v) The Faculty Committee on Writing:

Composed of six members elected by the Faculty, one from the Library, the Director of the English Composition Program, one member of the staff in the writing lab, and one student who has passed the Writing Proficiency Exam.

Section 5.10: Other Elective positions:

- (a) The Faculty Voting Representative to the Board of Trustees whom the Faculty elects for two years, 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 college, 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 college.

Section 6.04

The performance of each Chairperson shall be reviewed annually by the Dean of his or her college 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 college.

Section 6.07

The Chairperson shall be subject to the duties and responsibilities of members of the Faculty in 9.02.

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 college and members of his or her department.

Article VII: Colleges of Study

Section 7.01

Departments of instruction shall be grouped into the following colleges of study: The College of Arts, Humanities and Social Sciences; the College of Professional, Graduate and Extended Studies; the College of Sciences and Technology

Section 7.02

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

Section 7.03

Each College 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 College 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 College.

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 for full-time temporary faculty (Visiting Lecturers and Senior Lecturers). 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-track Faculty shall be specified in the *Promotion, Tenure and Sabbatical 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) Promotion and tenure guidelines. Each tenure-track faculty member shall be provided a copy of the *Promotion, Tenure and Sabbatical Guidelines* by the Vice President for Academic Affairs 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 College, 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 below if they have made formal application to the Promotions, Tenure, and Severance Committee in accordance with 8.06 (a)

- (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.

Section 8.09

All applications for promotion must be submitted to the Promotion, Tenure and Severance Committee as specified below.

- (a) Applications for promotion to Associate Professor or Professor shall be combined with

applications for tenure.

- (b) Applications for promotion to Assistant Professor are subject to the rules and regulations as stipulated in the *Promotion, Tenure & Sabbatical Guideline*.

Article IX: Duties of Faculty

Section 9.01

Duties of the Faculty member 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 electronic record of the proceedings shall be kept by the Chair of the Judicial Committee. After resolution of the matter, the record shall be kept with Human

Resources.

- (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 Chair of the Judicial Committee shall forward the appeal together with the electronic 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 Faculty shall elect an alternate. 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 fundamentally-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, Faculty members shall be accurate, show appropriate restraint, show respect for the opinions of others, and shall not misrepresent themselves 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 a description of the nature and extent of the employment with the Vice President for Academic Affairs, who will make recommendations to the President. 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 non-sabbatical 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 college 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 February 1st if the leave is to begin in the fall term of the following academic year or on or before October 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.

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, via paper ballot, 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 distributed by e-mail and/or posted on the university website 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 hard or electronic copy of these By-Laws shall be made available 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 or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show

respect for the opinions of 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

Promotion, Tenure and Sabbatical Application Guideline

Please see the application guidelines Tab on the Office of Faculty Affairs web page

<https://www.lincoln.edu/departments/office-faculty-affairs>

EXHIBIT E

Promotion, Tenure and Sabbatical Application Timeline

Date	Activity	Action
15-Feb	PTS Committee sends out a request for a Letter of Intent to apply (next academic year) for Promotion/Tenure/Sabbatical to the entire faculty.	
1-Mar	Office of Faculty Affairs sends out a letter to eligible non-tenured faculty notifying them that they are eligible to apply for tenure (year 5 for Assistant Professor, year 3 for Associate and Full Professor).	
15-Mar	Faculty submits Promotion/Tenure/Sabbatical Letter of Intent (LOI) to PTS Committee.	Faculty should begin the process of securing Letters of Recommendation for the fall. All letters should be addressed to the Office
15-Aug	PTS Committee chairperson sends out a due date reminder (Sept 15) to applicants with LOI on file with the PTS committee for the current academic year.	
15-Sep	Portfolio submission date to Academic Affairs including all letters of recommendation.	
20-Sep	Chairperson convenes Department Tenure Committee to evaluate the Portfolio.	
20-Oct	Portfolio and all letters of recommendation (internal, external, and Department Tenure Committee) are due in the Office of Faculty Affairs.	
15-Dec	PTS Committee submits its recommendation(s) for Promotion/Tenure/Sabbatical to the Provost.	
31-Jan	Provost notifies in writing, the faculty not being recommended for Promotion/Tenure/Sabbatical.	Provost forwards names of faculty recommended for Promotion/Tenure/Sabbatical to President

Date	Activity	Action
1-Feb to 14-Feb	Faculty may schedule an appointment with Provost to discuss denial and appeal options.	If applicant does NOT schedule an appointment request with the Provost, their appeal process ends.
20-Feb	Faculty appeal process begins.	
15-Feb to 28-Feb	Faculty that are not satisfied with the explanation of the Provost must submit a letter of appeal to the Judicial Committee.	Faculty member must clearly state which of the appeal grounds (as stated in Article X (b.1)) were used as the basis for the negative decision and include a concise statement of facts that supports their contention.
	Conditions: Decision not to Promotion/Tenure/Sabbatical must be based solely on Article X (b. 1)	
15-Mar	Judicial Committee decides if it will hear the appeal of the Faculty. If an appeal hearing is granted, the appeal must be completed no later than April 15.	If the Judicial Committee decides that the appeal (based upon the merits above) has no merit, the appeal process ends. If the committee believes that the appeal has merits, the process continues.
15-Apr	Judicial Committee decision is sent to the President	
15-May	President responds to Judicial Committee decision	
31-May	If faculty is not satisfied with the President's decision, the faculty member may appeal to the BOT.	

EXHIBIT F

Non-Reappointment Schedule Overview First Year Faculty Member Contract Non-Renewal

Step	Date	Individual Involved	Action
1.	Not later than January 15th	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 1st	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 1st	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 15th	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 1st	Judicial Committee	Conducts hearing and submits advisory opinion to the President.
6.	Not later than April 15th	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 1st	Faculty Member	Appeals President's decision to the Board of Trustees.
8.	Not later than July 1st	Board of Trustees	Responds to Faculty Member.

EXHIBIT F

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

Step	Date	Individual Involved	Action
1.	Not later than October 1st	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 15th	Faculty Member	Responds in writing to Chairperson and gives written permission to PTS Committee to examine Official Personnel File.
3.	Not later than December 15th	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 15th	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 15th	Judicial Committee	Conducts hearing and submits advisory opinion to the President.
6.	Not later than April 15th	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 1st	Faculty Member	Appeals President's decision to the Board of Trustees.
8.	Not later than July 1st	Board of Trustees	Responds to Faculty Member.

EXHIBIT F

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

Step	Date	Individual Involved	Action
1.	Not later than October 1st	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 15th	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 1st	Department Chairperson	Forwards recommendation of non-renewal, Faculty Member's OAF, written comments and related documents to the President.
4.	Not later than December 1st	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 15th	Faculty Member	Forwards to the President, written response to the Committee's recommendation.
6.	Not later than February 15th	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 1st	Faculty Member	Appeals President's decision to the Board of Trustees.
AND/OR			

EXHIBIT F

**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 15th	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 1st	Judicial Committee	Conducts hearing and issues an advisory opinion to the President.
10.	Not later than July 1st	President	Considers the Chairperson and PTS Committee's recommendation, Judicial Committee's advisory opinion and Faculty Member's Official Academic 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 15th	Faculty Member	Appeals the President's decision to the Board of Trustees.
12.	Not later than October 1st	Board of Trustees	Responds to the Faculty Member.

Exhibit G

Request Form for Special Undertaking

Name of Faculty Member: _____

Department: _____

College: _____

Date: _____

I have been asked to perform a Special Undertaking, described below.

Write description of Special Undertaking and expected number of hours to complete it.

I am willing to perform this extra duty for an additional ____ hours at an overload rate of 30-35 hours per one credit overload, not to exceed hours. (maximum allowance of 3 credits hours [90-105 hours] per semester)

Faculty Member

Department Chair

Dean of College

Date

Date

Date

Other Administrator

Other Administrator

Other Administrator

Date

Date

Date

Exhibit H

Grievance Procedure – Overview

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 H (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.

Exhibit I

Undergraduate Request Form to Teach Excess

Name of Faculty Member: _____

Department: _____

College: _____

Date: _____

I have been asked to teach in excess of twelve (12) hours this semester by my department chair and/or dean.

I am willing to teach an additional _____ credits this semester (maximum allowance of 4) per semester)

I am selecting the following classification for this excess teaching assignment:

Overload Tutorial xxx495 Unbalanced Semester Load, fall semester only

Faculty Member

Department Chair

Dean of College

Date

Date

Date

Exhibit J

Graduate Request Form to Teach Excess

Name of Faculty Member: _____

Department: _____

College: _____

Date: _____

I have been asked to teach in excess of nine (9) hours this semester by my department chair and/or dean.

I am willing to teach an additional _____ credits this semester (maximum allowance of 4) per semester)

I am selecting the following classification for this excess teaching assignment:

___ Overload ___ Tutorial _____ Unbalanced Semester Load, fall semester only

Faculty Member

Department Chair

Dean of College

Date

Date

Date

