




BOARD ACTIONS

TO: Faculty, Staff and Students

FROM: Kevin D. Rome, Ph.D., President 

DATE: April 21, 2017

SUBJECT: Action Items - Board of Curators

During its meeting on April 20, 2017 the Lincoln University Board of Curators took the following actions:

1. Appointed Curators Frank J. Logan and Winston J. Rutledge as co-chairs of the Presidential Search Committee.
2. Approved the attached Changes to the Policy on Collective Bargaining. (For additional information contact Ms. Annie Willis, Interim In-House Legal Counsel.)
3. Approved the recommendation to Change the list of Honorary Degrees Offered by Lincoln University – Rules & Regulations 1.62 – Doctor of Humane Letters; Doctor of Laws; Doctor of Science; Doctor of Fine Arts; Doctor of Divinity; and Doctor of Letters. (For additional information contact Dr. Debra Foster Greene, Interim Provost and Vice President for Academic Affairs.)
4. Approved the attached recommendation to Change Minimum Enrollment for Courses and Summer School Pay – Rules and Regulations 3.31.2 and 3.32.2. (For additional information contact Dr. Debra Foster Greene, Interim Provost and Vice President for Academic Affairs.)
5. Approved the attached recommendations to Change the Adjunct and Retired Faculty Compensation – Rules and Regulations 3.12.2 and 3.12.3. (For additional information contact Dr. Debra Foster Greene, Interim Provost and Vice President for Academic Affairs.)

6. Approved the recommendation to renew the contract of the Instructure product, CANVAS for the campus. The contract term will be July 1, 2017 through June 30, 2020, with the option to renew the contract for three (3) additional one-year periods or any portion thereof. The value of the first contract period of July 1, 2017 to June 30, 2020 will be \$171,409. (For additional information contact Dr. Debra Foster Greene, Interim Provost and Vice President for Academic Affairs.)
7. Approved a Consultant Contract for Dickinson Research Facility Reconstruction with PGAV Architects. (For additional information contact Ms. Sheila Gassner, Executive Director of Facilities and Planning.)
8. Approved the list of candidates for the various degrees to be awarded during the May 13, 2017 Commencement, pending successful completion of all requirements and finalization of all other obligations to the University.
9. Superintendent Nathaniel (Nate) Jones will be awarded the Honorary Doctorate of Humane Letters during May Commencement.

The next meeting of the Lincoln University Board of Curators will be held on
Thursday, June 8, 2017

POLICY ON COLLECTIVE BARGAINING

1. **PURPOSE.** The purpose of this rule is to preserve and prescribe how the right to collective bargaining included in the Missouri Constitution shall be implemented at Lincoln University. It shall be interpreted and be applied in such a manner as to protect and regulate the orderly administration of all rights granted by the Constitution to all employees of Lincoln University and to provide for good-faith bargaining and earnest effort to reach a fair and equitable agreement by the University, its Curators, Administration and all others acting on its behalf.
2. **THE UNIVERSITY'S BARGAINING TEAM.** The team negotiating on behalf of the University shall be appointed by the President of the University in such number as he/she sees fit but shall not include any Curator, Student nor the President of the University.
3. **SCOPE OF THE BARGAINING UNIT.**
 - a. The Bargaining Representative shall be chosen by election of a majority of the members included in the Unit unless there is only one representative actively seeking the position and the Board of Curators elects to accept written designations of the choice of the members of the proposed unit (card check) and the evidence presented represents a fair, open and verifiable selection by a clear majority of the members of the proposed unit.
 - b. The Union must submit information regarding its legal existence, its affiliations and any other information reasonably requested by the University to enable the University to determine whether it will be recognized as a bargaining unit representative.
 - c. The definition of the criteria determining the membership of the Bargaining Unit shall be clearly defined in language proposed by the Bargaining Representatives seeking recognition and approved by the President of the University prior to the election and included on the ballot or prior to any written designation. If the definition language cannot be mutually agreed upon, the Board of Curators shall make the final decision.
 - d. ~~No occupant of a Supervisor, Manager, Command Staff, Administrator or Confidential Employee position with authority or actual job duties over or regarding any member of the Bargaining Unit may be a member of a Bargaining Unit including such subordinate employee.~~
 - d.e. Only one card check or election shall be held to recognize a bargaining representative regarding any proposed bargaining unit or members thereof in the same year as such recognition. A decertification may take place at any time.
4. **BARGAINING, CONTENT AND CONSTRUCTION.**
 - a. All terms and conditions of employment, pending an initial contract agreed to by both parties, shall be subject to management rights, without bargaining or other restriction. Once a contract is entered into by the parties only a specific contract restriction can modify or interfere with management rights.
 - b. The university shall not be required to bargain over matters of managerial rights, which shall include such areas of discretion or policy as the functions of the University, standards of services, its overall budget, the organizational structure and selection of new employees, and examination techniques.

- a.c. Each January 15 or prior thereto, that no collective bargaining agreement is in force for any recognized campus bargaining unit, the President of the University shall propose a date, time and location, on or after February 1 at which time the respective representatives will meet.
- b.d. At least one week before such first meeting the representatives of the bargaining unit(s) shall present to the University's team through the President's office, a written proposal for consideration and bargaining.
- e.e. The parties shall meet thereafter and exchange proposals and bargain in good faith in a fair and earnest attempt to produce and finalize an agreed upon collective bargaining agreement.
- d.f. The bargaining shall conclude by the end of April of that same year, absent mutual agreement of the Parties to extend such bargaining.
- e.g. Any proposal presented by a party shall identify in the written proposal document, and in the final agreement, any existing provision of the Rules and Regulations or Employee Handbook which is inconsistent with the proposed contract term and shall specifically state that the agreement provision shall prevail over the Rule or Regulation or Employee Handbook as to members of the Bargaining Unit. Failure to do so shall result in the Rule or Regulation and Employee Handbook prevailing over the agreement provision.
- h. Any final agreement shall contain a provision stating, and any final agreement shall be construed to provide that any collective bargaining agreement provisions ~~regarding pay, termination or administration of the University~~ shall not be binding on the University if changed appropriations, financial conditions, weather, terrorism, strike, *force majeure* or emergency conditions arise and materially adversely change the financial and administrative condition of the University.
- f.i. Nothing in this Policy prevents an employee from presenting a grievance to the University and having the grievance heard and settled without the intervention of any labor organization. However, once an employee elects a process for review of any grievance the employee shall have waived any other internal review process. External processes are not waived unless the parties agree to do so through the collective bargaining process. Internal processes are those developed by the University. External processes are those developed by outside parties, such as the EEOC.

5. IMPASSE.

- a. If either party believes an impasse has been reached on any issue or issues it may so inform the other party and propose such means and methods as it believes will aid in resolving the impasse. The other party will accept or reject such proposal within five working days and if rejected propose an alternative method or means to resolve the impasse, including mediation.
- b. If the initiating party rejects such counter-proposal, the university's negotiating team shall report the issue(s) resulting in the impasse and any other information as they see fit to the Board of Curators in writing and shall re-engage on such terms as are prescribed by the Board, if any, ~~or declare the negotiations at an end. If further negotiations result in impasse, then the Board of Curators may implement all, part or none of the last and final offer of its bargaining committee.~~
- c. ~~Either party may demand mediation but federal mediation shall not be used.~~

6. PROPOSED WRITTEN AGREEMENT. If an agreement is reached it shall be reduced to writing and each representative team shall affix by signature thereon its endorsement of the written proposed agreement and the endorsed original written proposed agreement shall be delivered to the representative of the bargaining unit and a copy thereof shall be delivered to the President of the University.

7. SUBMISSION OF PROPOSED CONTRACT

- a. The proposed contract negotiated and recommended by the representatives of the Board of Curators and the Bargaining Unit shall be presented to the Bargaining Unit for consideration.
- b. An affirmative vote by a majority of the members of the Bargaining Unit shall constitute approval of the proposed contract by the Bargaining Unit. The Unit shall notify the President of the University of the outcome of the vote.
- c. If the Bargaining Unit approves the proposed contract, the proposed contract shall be submitted to the Board of Curators by the President of the University with such comments as he/she sees fit.
- d. An affirmative vote of a majority of the members of the Board of Curators shall constitute approval by the University.
- e. If the proposed contract is approved by both the Bargaining Unit and the University, it shall be signed by the Representative of the Bargaining Unit and then by the President of the Board of Curators and shall upon the affixing of the last signature become effective unless another date is stated in the contract.
- f. If the Proposed Contract is not approved by both parties, then the impasse provisions set forth in paragraph 5 shall be invoked.

8. DECERTIFICATION

- a. A majority of any recognized bargaining unit may petition the Board of Curators in writing to decertify their bargaining representative at any time. The Board will determine if the petition represents a fair, open and verifiable statement of decertification by a majority of such employees and, if so found, will issue a statement decertifying such bargaining representative. Such decertification will void any duty to bargain and any contract then in effect.



OFFICE OF ACADEMIC AFFAIRS AND PROVOST

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MEMORANDUM

To: Lincoln University Board of Curators

Through: Dr. Kevin Rome, President

From: Dr. Debra Foster Greene, Interim Provost/VPAA

Date: March 28, 2017

RE: Minimum enrollment for courses and Summer School Pay

Propose changing the minimum enrollment for upper division courses to 15 students. The cost of the course to students is the same as the lower division courses and the salary for any faculty earning less than \$75,000 can be covered at 15 students.

3.31.2 Instruction for Classes with Below Minimum Enrollments

As a general rule, the following minimum levels of enrollment are required in order for classes to be held:

Graduate Level 5 students

Upper Division (Undergraduate Level) ~~10~~ (15) students

Lower Division (Undergraduate Level) 15 students

Propose setting a flat rate of pay for summer teaching at \$4,000 for a three (3) credit hour class (42% of current tuition) with fringe benefits, the faculty pay comes to 56% of tuition, for summer courses of 15 students or more. Faculty cannot have two sections of the same course. This rate will lower the summer pay of some faculty and raise the pay of others but will add the incentive of increasing summer courses sections to get the maximum pay. The rate of pay will be prorated at the same percentages to the level of 5 students in a course. At that level faculty are receiving less than the adjunct rate for teaching a course.

3.32.2 Summer Workload Policy and Pay

The maximum load for summer shall be nine credits with no more than six credits in a four-week session. No overloads will be allowed during the summer session. Faculty will be paid a flat pay rate of \$4,000.00 for a three (3) credit hour class with 15 students or more in one section of the same course.

3.32.3 Summer Instruction for Classes with Below Minimum or Small Enrollments

As a general rule, the following minimum levels of enrollment are required in order for summer classes to be held:

Graduate Level 5 students

Upper Division (Undergraduate Level) 10 (15) students

Lower Division (Undergraduate Level) 15 students

In cases where class enrollment minimums are not met, the college dean is authorized to negotiate and adjust compensation in accordance with the following stipulations:

1. When regularly advertised classes that do not reach minimum enrollment levels are offered, the faculty member may be compensated at a tuition-only rate. The tuition-only rate shall be defined as the total number of credit hours generated in the class on the deadline date for adding classes multiplied by the appropriate graduate or undergraduate in-state tuition rate a prorated basis of 42% of tuition generated in courses with less than minimum enrollment of 15 students to the level of 5 students. At 4 or fewer students, uncompensated conference courses should be considered (see rules on conference courses).
2. The amount of pay for tuition only cannot exceed the normal rate of summer pay.
3. However, under-enrolled courses which are either new or exploratory in nature, required in the major for candidates for degrees, or presented by the same instructor in conjunction with other, heavily-enrolled courses may be conducted at full compensation, as an exception to the general rule, at the discretion of the college dean.
4. Faculty who elect to provide instruction in special situations for which compensation is not provided will be credited in performance ratings with having made special contributions to the university's programs and the welfare of the student(s).
5. All adjustments in compensation will require administrative approval.

Propose removing the formula for calculating compensation for retired faculty and paying them at the adjunct rate which is the same rate that administrative faculty (the president, provost, deans) are paid when they teach a course.

3.34 Compensation for Retired Faculty

All Lincoln University retired faculty, including professors emeriti, who are hired on less than a full-time basis, will be paid per credit hour. Based on teaching experience and service to Lincoln University, the retired faculty rate will be calculated by multiplying 50% by 85% of the Missouri State Comparator average per rank and dividing by 24 credit hours. (See Chapter VIII, section 8.12.3, for an example calculation.) at the adjunct rate based on highest degree held. (See Chapter VIII 8.12.3)



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ACTION ITEM

To: Lincoln University Board of Curators
Through: Dr. Kevin Rome, President 
From: Dr. Debra Foster  Greene, Interim Provost/VPAA
Date: March 28, 2017
Re: Adjunct and Retired Faculty Compensation

The adjunct rate of pay change was approved during the 2016 academic year but the Lincoln University Rules and Regulations were not updated. The following policy changes are found Chapter VIII – University Employment.

8.12.2 Adjunct Faculty Compensation

~~Adjunct faculty salary per credit hour will be calculated by taking 40% of 85% of the current full-time faculty pay scale minimum for academic rank (C), and dividing the result by 24, as illustrated in the following calculation: $0.40 (\$30,577) = \$12,231 = \$509$ per credit hour $24 \div 24$~~ The current year's adjunct pay scale is available from the Office of Academic Affairs **a flat rate of pay as follows: instructors holding the doctorate or other terminal degree will be paid at \$2,400.00 per course; instructors holding the master's degree will be paid at \$2,100.00 per course.**

I am recommending that the rate of pay for instruction by retired faculty be at the adjunct rate. This will have limited impact on retired faculty as few retired faculty return to teach (less than 5).

8.12.3 Compensation for Retired Faculty

All Lincoln University retired faculty, including professors emeriti, ~~who are hired on less than a full-time basis will be paid per credit hour. Based on teaching experience and service to Lincoln University, the retired faculty rate will be calculated by taking 50% of 85% of the Missouri State Comparator average per rank, and dividing the result by 24 (credit hours). To calculate a retired faculty salary rate for an instructor (using \$30,577 as the instructor salary for illustration purposes), the formula would be applied as follows: $.50 (\$30,577) = \$12,230 = \$637$ per credit hour~~ ~~24~~ See Example Salary Ranges by Rank, section 8.12.1 **will be paid at the adjunct faculty compensation rate. (See section 8.12.2)**