

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.

- a) Initial Lecturer or Senior Lecturer Contract shall be issued for a period of one academic year or less.
- b) Following a satisfactory first year performance review, Lecturers and Senior Lecturers will be issued an initial three-year contract. Annual performance reviews will occur, and a Lecturer or Senior Lecturer can be terminated prior to the end of the three-year contract following an unsatisfactory annual performance review.
- c) At the end of the first three-year review, if the department has demonstrated continued need for the Lecturer position (based on current student enrollment in department classes), the Lecturer/Senior Lecturer will undergo review by the department tenure committee. A satisfactory review will result in a second three-year contract. Annual performance reviews conducted by the Chair will continue.
- d) At any time, if the Chair and department tenure committee agree either the position is no longer needed or the performance is unsatisfactory, the faculty member can be given a termination letter. After Year 1, the letter needs to be sent before October 15 of the terminal academic year.
- e) At the end of the second three-year contract, a review by the department tenure committee will occur to determine the following:
 - 1) The continued department need for this faculty line
 - 2) Whether a lecturer position or a tenure-track position will best fit department needs
 - 3) Whether the current lecturer best fits department needs or if the department should advertise the position
- f) Following two satisfactory three-year reviews by the department tenure committee, the lecturer can be recommended by the department tenure committee to the PTS Committee for promotion to Senior Lecturer. If the lecturer currently holds a Senior Lecturer rank post for two satisfactory three-year reviews, the department tenure committee can make a recommendation to the PTS committee for promotion to Full Lecturer. At this point, annual performance reviews will no longer be necessary. Only three-year reviews will be conducted, but the Chair will observe the lecturer at least once a year.
- g) Following the third and fourth satisfactory three-year reviews, the Senior Lecturer can be recommended by the department tenure committee to the PTS Committee for promotion to Full Lecturer.
- h) The lecturer will continue with three-year reviews throughout their tenure at Lincoln.
- i) The normal course load of those employed in Lecturer/Senior/Full Lecturer positions is 24 credits per academic year. Usually this is taught as 12 credits in the fall and 12 credits in the spring, but unbalanced courses (i.e., 9/15) can be assigned depending on the needs of the department.
- j) At any one time there shall be a maximum of 15 percent of the full-time faculty with Lecturer/Senior/Full 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, Senior Lecturer and Full 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.

14.4 Faculty Access to and Training in Technology

- a) To teach, pursue scholarly activity and research, attend virtual meetings, and participate in all aspects of the academic profession, faculty need access to and training in a variety of technologies, many of which may change over time.
- b) The University will provide a Learning Management System (LMS) platform that is currently compatible with fully on-line, hybrid, and web-assisted face-to-face classes, and provide initial and ongoing training in the LMS.
- c) In the event of a change in the LMS, faculty will be given the opportunity to provide input through the *appropriate committee(s)*, and a minimum six-month lead-in time will be provided to permit adequate support systems are in place and to provide training for all faculty.
- d) The University will provide faculty access to and training in the video conferencing system of the University's choice, *in consultation with the appropriate faculty standing committees*, for use in teaching, attending meetings and pursuing scholarly activities.
- e) The University will provide hardware, software and training in any specialty systems required for faculty to teach and do research in their discipline, i.e., film editing or statistical programs.
- f) Faculty must demonstrate a minimal level of use in the current LMS. Currently, this is demonstrated by learning the "5 Keys to Canvas Success" which include: (1) basics, (2) announcements and Zoom, (3) syllabus and pages, (4) gradebook, and (5) assignments. Faculty will also attend virtual meetings using the video conferencing system chosen by the University.
- g) New faculty will be provided with basic training in *the current LMS to be capable of carrying out elements comparable to the "5 Keys" notated above in part "f"*, during the New Faculty Orientation, hosted by the University, prior to the start of the semester of their initial employment.
- h) A detailed training handbook, with verbiage and graphic aids, along with video sessions should be made available as a resource to ensure consistency in the way curricula is presented in the LMS.
- i) Continuing faculty will be provided advanced training opportunities in these systems throughout the academic year.
- j) Certification of initial and ongoing trainings in the LMS should be made available to faculty and their Department Chairs to ensure that fulfillment of competency is encouraged.

Section 14.3(a). 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 14.3(b) – Disaster Planning

Lincoln and LUC-AAUP recognize that the occurrence of an extraordinary event(s), be it health, structural, digital, environmental, or communal, poses a critical need for a contingency plan that will facilitate the quick and efficient continuance of academic functions after a temporary separation from the physical campus has been deemed compulsory. It is the role of Lincoln and LUC-AAUP to meet and agree in advance, if the event(s) are forecasted, or post the occurrence, to a method of announcement, on-going remediations, and re-entry protocol as it pertains to Faculty.

1. Announcement of Disaster Plan

- (a) In the event of an occurrence that is forecasted in advance, Lincoln and LUC-AAUP officers should hold an emergency meeting to discuss the safety of Faculty and when a physical transition would be most prudent. All efforts to minimize any disruption to academic learning, and best practices to support the student body should be considered.
- (b) If an event is unpredicted, Lincoln and LUC-AAUP officers should meet as soon as possible to discuss the severity of the event and communicate out to Faculty what their immediate expectations are post dislocation from the physical campus.
- (c) Provision to alert Adjunct Faculty and any scheduled guest lecturers or presenters should also be made by the relevant Chairs or Faculty members.
- (d) Faculty should also seek to reinforce the community wide communication with the students in their courses.

2. On-Going Remediations

Throughout the duration of the occurrence that results in dislocation from the physical campus, every effort should be made by Lincoln and LUC-AAUP to communicate progress of remediations or conditions.

- (a) Where applicable meeting formats such as Town Halls should be held to present updates and allow for real-time inquiries from the Faculty.
- (b) Faculty should also be advised to use their shared governance channels to communicate concerns or grievances arising from the occurrence as soon as possible.
- (c) An assessment of readiness to teach remotely should be done by every Department Chair for their Faculty. Essentials such as hardware, software, lab materials, increased internet bandwidth, etc. should be compiled and communicated to the Administration and Information Technology offices. A report of progress made to fulfill all essentials needed for teaching remotely should be shared frequently until all such requests have been resolved.
- (d) Provision for care of Faculty themselves that is directly impacted by remote learning

protocols should be considered by Lincoln and LUC-AAUP.

- (e) Provision for care of spouse/partner and/or dependents (adult or children), residing with Faculty that is directly impacted by remote learning protocols should be considered by Lincoln and LUC-AAUP.
- (f) Efforts to highlight all support available for Faculty via the Human Resources office should be communicated regularly.

3. Re-Entry Protocol

Once it has been determined that re-entry to campus is safe, discussions between Lincoln and LUC-AAUP should commence to address all items of concern that would hinder the transition back to the physical campus.

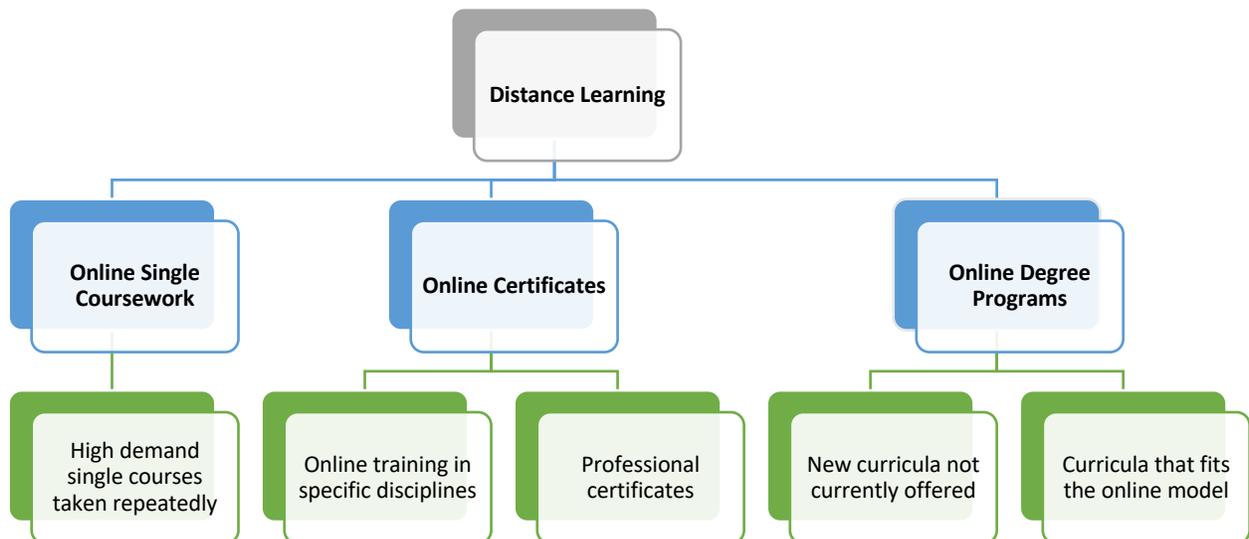
- (a) Attention should be given to all buildings to ensure they are structurally safe and inhabitable.
- (b) Attention should be given to all classrooms in every building to ensure safe returns for both students and Faculty. This includes, but is not limited to, adequate sanitizing, furniture organization, and equipment assessment to make certain that teaching can effectively commence on the first day of return.
- (c) Open and frequent exchange of the transition back to campus should be planned to allow for free and honest exchange of any possible hinderances or missed protocols. Town Hall meetings should be encouraged.
- (d) Both Lincoln and LUC-AAUP should sign off on an official “agreement to re-entry” once all matters within both parties’ reasonable purview have been addressed or satisfied.
- (e) Adequate provision for care of the Faculty themselves, spouse/partner, dependents (adult or children), residing with Faculty that is directly impacted by the timing of re-entry to the physical campus should be considered by Lincoln and LUC-AAUP.

Section 14.18. Distance Learning

1. Future of Distance Learning

- a) The goal of distance learning (DL) in the form of online programs would be to create *new* certificate and/or degree programs that are not currently available in our face-to-face environment, that would be complementary not in competition with our existing degree programs.
- b) Faculty will always have priority access to participate in any future online certificate and/or degree programs before utilizing external resources.
- c) Future addition of online programs that offer new certificate and/or degree programs not currently offered can aid in meeting the charge to increase the rate of degree completion communicated by the Pennsylvania Department of Education.
- d) The initial proposed approach for distance learning is captured within Diagram A.

Diagram A.



2. New—Distance Learning @ Lincoln University

- a) Distance Learning, also referred to as **distance education, e-learning, and online learning**, is a form of education in which the main elements include physical separation of teachers and students during instruction **and** the use of various technologies to facilitate student-teacher and student-student communication.
- b) The Distance Learning curriculum at Lincoln University is housed within the Continuing Education unit of SACE. The courses and programs are designed to complement not duplicate curricular offerings on Main Campus and those offered out of the academic departments at SACE.
- c) Distance Learning courses may be offered by Lincoln University faculty, or third-party personnel.
- d) Distance Learning courses may yield certifications, badges, academic credit, or be non-credit courses.
- e) Any course offered for academic credit must be approved by the appropriate standing faculty committees.
- f) All Distance Learning courses are to be offered fully online in an asynchronous fashion.
- g) All Distance Learning instructors must be certified by Quality Matters.
- h) All undergraduate summer school courses will be offered via Distance Learning.
- i) Cancellation parameters, shall they become necessary, for any *new* online certification and/or degree programs shall be defined later.

3. Intellectual Property

Courses and course presentations shall not be recorded without prior knowledge and written consent of the faculty member.

4. Course Usage

The University recognizes two categories of distance learning courses:

- a) 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. Such recordings are not to be re-used nor revised without the written consent of the faculty member.
- b) 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.

5. Enrollment Cap (See Addendum D)

Class size of 20 is in keeping with best practices for DL courses, thus an enrollment cap of 20 is generally agreed upon by both parties, exceptions per subject matter and course delivery are expected and acceptable.

6. Faculty Teaching Load

- a) 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.
- b) The Continuing Education Unit at SACE operates independent of the Academic Units on Main-Campus and at SACE. As such, full-time faculty can elect to offer courses through the continuing education independent of their contractual workload under this Collective Bargaining Agreement.

Article 18 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. Same 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. 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.

Section 18.5. Assignment of Responsibility (NEW)

Faculty librarians share the same responsibilities as all faculty as outlined in Section 14.1. In addition, they will be assigned library-specific duties. The nature of such assignments shall correlate closely with the responsibilities on the Job Description and expectations to qualify for tenure and promotion

A librarian faculty unit employee may be assigned by the Head Librarian/Library Director to serve at off-campus locations (SACE). Faculty librarians shall be consulted prior to making such an assignment final. A librarian faculty shall be reimbursed for approved expenses incurred by such assignment at off-campus locations. Assignments/schedules may be adjusted when such assignment to an off-campus location requires travel time greater than the travel time from the employee's home to the main campus.

Section 18.6 Teaching (NEW)

Librarians will teach up to six (6) credits for the academic year as described below.

- a) *The six (6) credits (60 to 70 hours per academic year) will be specific to Information Literacy Topics i.e., information Literacy workshops, partnering with faculty on department courses, etc. Librarians can decide how to document and share information to assist with teaching requirements for promotion and tenure.*

- b) *Librarians can teach up to an additional four (4) credits a year as an overload by assisting in the general education curriculum with the approval of the Head Librarian and Dean of the Faculty.*

Section 18.7. 11 Month Year

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

- b) Librarians shall be required to work an eleven (11) month year with compensation based on an 11/9 ratio of a nine (9) month contract. *For example, if minimum pay for a new hire on a nine-month contract is \$70,000, a librarian will be paid $11/9$ ($\$70,000$) = \$85,556. Faculty Librarians under the 11-month contract are entitled to four weeks off which will be agreed upon according to the needs of the library schedule by the Head Librarian/Library Director, in consultation with the affected librarian. All other personal time taken during the academic year will be utilized from the four weeks' time off given.*

- c) At least one (1) Librarian each year may take an additional month's vacation without pay, *with agreement from the Head Librarian and Dean.*

- d) At least one (1) Librarian each year shall be allowed three (3) months paid leave to pursue graduate study, *with agreement from the Head Librarian and Dean.*

- e) Librarians shall be given the college academic holiday and recess periods provided for other Faculty Members.

- f) Scheduling of Librarians, both weekly and monthly, including vacations, shall be at the discretion of the Head Librarian in consultation with the other Librarians. *The schedule shall reflect the needs of the university and shall include evening and week-end hours. The Faculty Record of Absence form from the Office of the Dean shall be submitted for all time off.*

- g) If a Librarian is required to work during academic holidays and recess periods, s/he shall be given compensatory time off. Compensatory time may be accumulated and used *within twelve (12) months* at the discretion of the affected librarian in consultation with the Head Librarian.

Section 13.7 Voluntary Termination and Retirement

1. Voluntary Termination

- a. 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.
- b. Notice needs to be given to the Director of HR, the Dean of the Faculty, the Office of Faculty Affairs and the Department Chair
- c. 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.

2. Phased Retirement

- a. It is recognized that some faculty near retirement may wish to have a period of decreased teaching load before taking full retirement. Therefore, Faculty who have served at the university for 20 years (40 semesters) or more have the ability to enter a phased retirement.
- b. This phased retirement process allows faculty to finish scholarly or other work prior to retirement and provides assistance with planned stability and/or transition for academic programs by decreasing their teaching load **to no more than 50%** (2 classes per semester) in the first year and 25% (1 class per semester) in the second year.
- c. The phased retirement permits faculty to be compensated at a percentage of their annual base pay that equals the percentage of their teaching load limit. Faculty who elect this option will continue to receive all the fringe benefits awarded to other unit members.
- d. This provision has a maximum length of 2 years, and once completed, the faculty member will be fully retired from the university.
- e. To initiate the process of phased retirement, the faculty member must give notice in writing at least one semester prior to the effective date of the phased retirement.
- f. Notice needs to be given to the Director of Human Resources, the Dean of the Faculty, the Office of Faculty Affairs and the Department Chair

ARTICLE XIX – School of Adult and Continuing Education (SACE)

1. Section 19.1. One Faculty

All SACE full-time Faculty Members have the same rights, protections and responsibilities under this agreement as Main Campus faculty. To that end, required meetings and conferences should be scheduled to accommodate SACE schedules as well as Main Campus schedules.

2. Section 19.2. Same Faculty Provisions

SACE full-time faculty shall be covered by the same tenure, promotion, sabbatical, and merit increase provisions as other Faculty Members, with credit toward sabbaticals and tenure accruing as of the date Faculty Rank was conferred.

3. Section 19.3. Same Written Contracts

SACE full-time faculty shall be covered by the same written contracts of appointment as other Faculty Members.

4. Section 19.4. Department Chairperson

SACE academic programs shall be overseen by on-site Department Chairpersons, whose responsibilities and compensation are described in Article VI – Departments of Instruction & Department Chairpersons, and in Article XIV – Workload, Section 14.12.

5. Section 19.5. Adequate Support

Work conditions include the physical plant and administrative and support staff.

- a) **Technology** - The classrooms and offices at SACE need up-to-date technology including hardware and software to support the different graduate programs. Technology decisions need to be made with faculty input.
- b) **Student Support** – Faculty do their best work when students have the proper support services for their needs. The admissions, advising and counseling services available for adult learners and those in graduate programs should be highlighted and shared with students and faculty regularly.

6. Section 19.6. Teaching

It is recognized that class schedules, academic load and summer pay may be different at SACE than on Main Campus. Those topics are addressed in Sections XIV: Workload and XVII: Salaries, Benefits, Travel and Faculty Development.

7. Section 19.7. 9 Month Year

- a) Full-time faculty employed to teach exclusively at SACE in programs that do not have a required summer component will be issued 9-month contracts and will be paid negotiated summer school salaries found in Article XVII if they teach in the summer.
- b) Full-time Main Campus faculty who teach some classes at SACE will be issued 9 month contracts and their primary appointment will be to their Main Campus department. Classes taught at SACE during the academic year will count toward their regular load. Summer classes will be paid at the summer school rate for either undergraduate or graduate classes, depending on the class they teach.

Section 14.14. Special Undertakings Release or Compensation

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 or coordination of a program, etc.) that do not fall into any of the categories listed *within 14.14*, shall be compensated *in one of two ways*:

1. *The affected faculty member shall receive 1-3 credit hours release time 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. The faculty member and the Provost/Dean of the Faculty will agree in advance on the amount of release time. (See Exhibit Ga)*
2. *If the affected faculty member is unable to take release time due to teaching demands within the department, s/he shall receive compensation on the basis of \$1500 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. The faculty member and the Provost/Dean of the Faculty will agree in advance on the estimated amount of time required and the compensation to be awarded (\$1,500, 3,000 or 4,500). (See Exhibit Gb)*

Section 2.11 Professor Emeritus or Emerita

- (a) Emeritus or emerita status is granted in recognition of dedicated service at Lincoln University. The designation shall be “Emeritus” or “Emerita” following whatever highest rank has been earned, e. g., Professor Emeritus.
- (b) Tenured faculty members who have served for *fifteen* or more years at Lincoln University are eligible for emeritus/emera status. In general, the university will confer emeritus/emera status at full retirement. In cases of exceptional service, the President may recommend that the Board of Trustees confer emeritus/emera status upon retiring faculty who are not tenured or who have not served the university for *fifteen* years.
- (c) Conferral of emeritus or emerita status, *whether the recommendation comes from an academic department, an administrative supervisor or the President*, it shall adhere to the following procedure:
 1. After sending notice of retirement, the faculty member should inform the department chair that he or she requests emeritus/emera status.
 2. The department chair shall *forward its recommendation to the PTS Committee which will forward its recommendation to the Provost.*
 3. *The President or an administrative supervisor shall forward their recommendations to the Post-tenure Review Committee which will forward its recommendation to the Provost.*
 4. *The office of the Provost is responsible for verifying that the retiring faculty member or administrator is eligible for emeritus/emera status. The Provost will then forward his/her recommendation to the President.*
 5. The president shall forward the recommendation to the Board of Trustees, for approval.
 6. These policies and procedures apply retroactively to faculty who retired from Lincoln University before their adoption. Such faculty members should contact their former departments to begin the conferral process. Also, colleagues and department chairs can recommend emeritus/emera status for those retired faculty with their approval.
- (d) Benefits accruing to Emeritus status include:
 1. A university ID card, designated as Emeritus Faculty;
 2. The same access to electronic resources as the active faculty;
 3. A university e-mail account, if requested, subject to periodic renewal;
 4. Use of library facilities and library electronic resources under the same conditions as the active faculty;
 5. *Use of laboratory and other research facilities;*
 6. A parking permit which must be renewed each year;
 7. Receipt of the university and alumni publications that are sent to active faculty;
 8. The same rights to campus facilities as the active faculty;

9. Opportunity to purchase tickets to university athletic, cultural, and entertainment events at faculty rates;
10. Invitation to general faculty events;
11. Listing in university catalogs and the campus directory; and
12. Continuance of eligibility to march in formal convocations, wearing appropriate regalia.
13. In the case of eligible administrators who retire with faculty rank, the procedure begins with the administrator's supervisor.