

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NIAGARA UNIVERSITY

AND

NIAGARA UNIVERSITY LAY TEACHERS ASSOCIATION

2022-2025

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PREAMBLE

The intent and purpose of this Agreement are to promote and improve the quality and effectiveness of education at Niagara University, herein referred to as the university, to maintain high standards of academic excellence in all phases of academic activity, and thereby to continue to improve the position of Niagara University as an institution of higher learning. The parties hereto concur that these objectives can be materially achieved by amicably adjusting matters of mutual interest and by establishing basic understandings relative to personnel policies, practices, procedures and matters affecting other conditions of employment.

Article I. SHARED GOVERNANCE

The sustainment and consistent development of an academic enterprise requires a model of co-ownership of ideas, policies, and practices in order to confirm that all parties on campus consider themselves to be stakeholders in the success of the institution. We refer to this practice as “shared governance.”

The responsibility for shared governance at Niagara University is shared by faculty, administrators, staff, students, alumni and trustees; in this collective bargaining agreement, we explore this responsibility as effected by faculty and administration. A Niagara University commitment to shared governance will be evident through the establishment of key faculty roles in planning, decision-making, implementation, and the maintenance of policies and procedures that are reviewed regularly and adjusted as needed. As a process, this can only be effective in an environment where there is an explicit and continual commitment to communication and information-sharing, transparency, empowerment, and accountability for all parties.

This includes ongoing efforts to improve policies and processes, and refine roles to reduce uncertainty regarding which processes and activities require faculty input and decision-making. In keeping with these principles, faculty covered by the collective bargaining agreement:

- Through institutions and processes such as the Academic Senate, committee work, and planning at the college and department level, will have the lead role in determining the content of the curriculum, degree and certificate requirements, standards of instruction, student achievement standards, grading and all matters relating to student progress in academic programs.
- In concert with Niagara University’s long-standing commitment to academic freedom, must be able to exercise independent academic judgment in the

conduct of their teaching and research. Protections of free expression will be extended to all faculty to ensure openness, objectivity and creativity.

- Through channels including participation on committees, the sabbatical review committee, and the promotion and tenure process, have a critical role in decisions on academic personnel and status, including appointments, tenure and promotion, sabbaticals, and other incentives and measures of academic quality.
- Share a lead role in the University's strategic planning, especially when decisions involve academic matters or have the potential to affect the regular activities of faculty or their work, and the workplace environment.
- Will collaborate with the administration on issues of shared governance as the need arises.

Participation in shared governance will ensure that faculty have their voices heard, and that they are given proper weight in decisions that affect the work, the workplace environment, and the mission and operation of Niagara University.

In the spirit of shared governance, the *Policy and Procedures Review Committee* is established. See Appendix A.

Committee on Committees

The Committee on Committees (COC) consists of one faculty member from each of the five colleges, elected by the general faculty to staggered two-year terms. Members from the College of Arts and Sciences and from the Holzschuh College of Business Administration will be elected in the spring of even years for terms beginning the following September; members from the College of Education, College of Nursing, and the College of Hospitality, Sport, and Tourism Management will be elected in the spring of odd years for terms beginning the following September. The committee will meet within 30 days of the beginning of the fall semester each year to select a committee Chair, and will meet subsequently as needed. The primary function of the committee members is to serve as a liaison

between the COC and the faculty in their respective colleges; in particular, to encourage the faculty in their respective colleges to register their expertise with the COC and to actively represent their colleges on university committees. The ultimate goal of the COC is to maintain a current and accurate list of the pertinent expertise, experience, and interest of all faculty at the University, and to ensure that there is sufficient, meaningful, and equitable faculty representation on university committees.

Process

Whenever there is an opening for a faculty member on a University committee, a representative from the committee (in most cases, the committee Chair) will contact the COC Chair for a recommendation. The COC Chair will recommend those faculty members whose expertise, experience, or interest are most compatible with the specific needs of the committee in question. Exact matches are not always possible, and the COC Chair will use his or her best judgment in the selection process. Whenever possible, the COC Chair will recommend multiple faculty members for each opening. Reasonable efforts will be made to ensure that recommendations are equitably chosen across colleges and departments.

Transparency in Request for Proposals Process

All University Requests for Proposal (RFP) will be available for review. University contracts will, upon request, be available for review by faculty through the General Counsel's office.

The University will work to establish a culture of inclusion and transparency by developing/implementing a process of RFP development, evaluation, and assessment that encourages faculty involvement. This will include the review and evaluation of benefit plan and insurance carrier strategies to include medical

coverage.

Managing Non-Faculty Growth

The University will manage and limit growth of staff and administration through the establishment of ratios that quantify the number of administration and staff per student. The process of determining the appropriate ratio and how to establish a regular process of review will be jointly determined by NULTA and administration during the 2022-2023 academic year.

Negotiations

Negotiation teams will notify each other of their respective members no later than six months prior to the contract expiration. There is a mutual understanding that all members of the negotiation teams will attend a Negotiation and Leadership program at least once prior to the start of negotiation sessions. If possible, members of both negotiation teams who have attended training in the past are encouraged to receive such training again prior to the start of negotiations.

Analyzing Teaching Workload

The analytics of course optimization and teaching workload in terms of student instructional load (students enrolled in course offerings in the 3/3 load of faculty per semester) will be jointly reviewed by NULTA and the administration on an annual basis (following the fall-spring academic year), including downloads and overloads. The process of review will seek to provide needed data and suggestions to Chairs and Deans as they address faculty-student ratios in teaching loads unless regulated or promulgated by standards set forth by accrediting bodies or defined by the Collective Bargaining Agreement. The process of review will also include a summary of administration efforts to provide needed analyses for optimizing courses and workload.

Article II. RECOGNITION

By the virtue of the amended Certification of Representation issued by the National Labor Relations Board on April 27, 1978 in accordance with the National Labor Relations Act, the University recognized the Niagara University Lay Teachers Association, herein referred to as NULTA, as the sole and exclusive negotiating representative of Niagara University employees in the unit set forth below:

All full-time faculty at the Lewiston, NY campus including Academic Associate Deans and department Chairpersons employed by the employer excluding office clerical employees, part-time faculty, ROTC faculty, administrators, all other professional employees, guards and supervisors as defined in the Act.

**Article III. BYLAWS and BOARD POLICIES OF NIAGARA
UNIVERSITY**

This Agreement shall not be construed to repeal, rescind or otherwise modify any of the bylaws or Board of Trustees' policies of the University, as amended, or any future amendments thereto which are not in conflict with this Agreement. "Board of Trustees policies" are those policies passed or amended by no less than three-fourths of the full Board of Trustees. "Bylaws" are the bylaws of Niagara University. The Bylaws and Policies of Niagara University, with all such amendments, to the extent that they do not conflict with the terms of this Agreement, are incorporated by reference into and made part of this Agreement as it relates to terms and conditions of employment. In the event of a conflict between the bylaws or board policy and the provisions of this Agreement, this Agreement shall be controlling on the point in conflict.

Article IV. UNION SECURITY

Union Participation

1. Both parties understand that NULTA membership shall not be a condition of employment for full-time faculty at Niagara University. However, all such faculty are required to become Association members unless prevented from doing so by reasons of conscience.
2. Except as stated in Paragraph 1 above, all newly appointed members of the full-time faculty will, within thirty (30) days of the first day of the first semester of such appointment, contact NULTA's treasurer to arrange for payment of initiation fees and for periodic payment of dues.
3. A written declaration of intent not to join NULTA for reasons of conscience will suffice to exempt a faculty member from membership. However, these faculty members will, within the time limits in Paragraph 2 above, contact NULTA's treasurer to arrange for payment of an amount equal to the initiation fees and periodic fees equal to the annual NULTA dues. These members shall also be liable for any special assessments levied against NULTA members.
4. Faculty members employed prior to December 1975 who, for reasons of conscience, have never made any payments to NULTA are exempt from those provisions of Paragraph 3 above, which require the payment of amounts equal to initiation fees, dues, and other assessments.

NULTA Privileges

1. Meeting Facilities: NULTA shall be permitted use of appropriate facilities at the University for its larger meetings, so long as such facilities are available

and not committed to other purposes and NULTA complies with the rules and regulations relating to the use of such facilities applicable to all members of the University community.

2. Bulletin Boards and Computer Networks: NULTA shall be entitled to post notices of its activities and matters of NULTA concern on bulletin boards at locations agreed upon between NULTA and the University. The University shall provide NULTA access to the University computer network in accordance with university policy and practices in place at the time of this Agreement.
3. Use of Mailroom Facilities: NULTA shall be entitled to use university mailroom facilities for the internal distribution of NULTA communications provided that this shall not interfere with or interrupt normal university operations, or for external distribution provided that NULTA pays U.S. postal charges. All such communications shall be dated and identified as NULTA communications.
4. Use of Other University Services: NULTA shall be entitled to the privilege of contracting for university duplicating, printing, audio-visual, photographic, computer, address label and food services, and such other services as may be contracted for by other campus organizations. Charges for such services shall be those in effect for all campus organizations and shall be billed accordingly.
5. Directory Listing: NULTA administrators, their telephone numbers and email addresses will be listed in the Niagara University Campus Directory.
6. Membership List: The University shall provide NULTA with a complete list of members of the bargaining unit by September 15 for the fall term and by February 1 for the spring term of each year. The information provided shall include the bargaining unit member's name, rank, department, salary, email address, and date of commencement of employment. In addition, the

University shall provide by September 15 and February 1 a list of all Chairpersons, acting Chairpersons, bargaining unit members on leave, and full-time bargaining unit members separating from university employment.

7. The University shall provide NULTA with information necessary for it to process grievances adequately and administer the terms of this Agreement, upon written request for such information from NULTA.

Article V. DUES CHECKOFF

The University shall deduct an amount equal to membership dues from each full-time faculty member's pay, provided that the faculty member authorizes the deduction on a checkoff permission form. The University will forward such dues, initiation fees and special assessments to NULTA's treasurer. Deductions will be made in eighteen (18) equal installments beginning on September 15 and ending on May 31. The dues checkoff permission slip must be annually renewed between May 1 and May 31.

Article VI. NON-DISCRIMINATION

Consistent with the University's Catholic and Vincentian mission, various federal laws, and the provisions of the New York State Human Rights Law, the University and NULTA affirm their commitment to equal opportunity, non-discrimination, diversity, equity, and inclusion. They recognize their mutual responsibility to provide, for all employees, students, and members, an environment that is inclusive and free of discrimination and harassment based on sex, gender identity/presentation, sexual orientation, race, color, creed, national origin, age, marital status, religion, Vietnam Era or disabled veteran status, disability, predisposing genetic characteristics, domestic violence victim status, or other category protected by law. In keeping with this mutual responsibility, the University and NULTA support a learning environment where all can learn and thrive and where different perspectives are welcomed with implications for our entire workforce. This commitment seeks to refine education and training, renew our commitment to a diverse faculty, and strengthen our manner of self-evaluation to include contributions or goals in these areas as evidenced by teaching, scholarship or service of significance to one's field.

Article VII. ACADEMIC YEAR

1. The academic year for the full-time faculty extends from three (3) university working days prior to the first day of classes of the fall semester through Commencement, or three working days after the last scheduled examination, whichever comes later. However, final grades for the spring semester must be submitted by the Friday prior to Commencement. At the conclusion of the spring semester faculty must be available, via email, to answer questions related to final grades for seven days following their last scheduled examination.
2. The Christmas recess for the full-time faculty shall extend from the day following the last day of the fall semester, with the exception of (a) submitting grades in accordance with the academic calendar, to three (3) working days prior to the first day of classes of the spring semester; and (b) for faculty members of committees listed in #4 below; and (c) other administrative matters agreed to, prior to the recess, by NULTA. Teaching during the Christmas recess, like teaching during the summer recess, will be compensated at a rate of \$1,100 per credit [semester hour].
3. No full-time faculty member shall be required to attend or participate in a university activity during the period between academic years or during the Christmas recess, except for faculty members of committees listed in #4 below. However, it is not the intent of this provision to bar or discourage voluntary service by faculty members during those periods.
4. The following committees are expected to operate during the full 9-month academic calendar, and will be available to meet from three working days prior to the start of the fall semester through three working days following the submission and posting of grades for the spring semester, with the exception of the Christmas break that extends to the first working day following January 1: Academic Integrity Board, Investigation and Advice, Hearing Committee, Grade Appeal Committee, Policy and Procedure Review

Committee, Academic Senate, Institutional Research Board, Promotion and Tenure Committee.

Article VIII. PERSONNEL FILES

1. The Provost shall maintain the only authorized files on individual full-time faculty members. Authorized files are defined in A. and B. below.
 - A. A pre-employment file. This file will consist of all material requested or received by the University from persons other than the applicant in connection with the faculty member's initial appointment. Material in this file will not be available to the faculty member, nor will it be made part of the faculty member's file during promotion and tenure proceedings.
 - B. An official personnel file. This file will consist of:
 - i. Biographical data and information relating to the faculty member's academic and professional accomplishments submitted by the faculty member or submitted at his or her request;
 - ii. Official correspondence between the University and the faculty member or pertaining to the faculty member;
 - iii. Written evaluations prepared by the department Chairperson, Dean, Provost, or President in connection with appointment, evaluation, reappointment, tenure, or promotion;
 - iv. Other written appraisals, evaluations and recommendations. Only signed material will be placed in this file.
2. When material, other than that submitted by the faculty member or submitted at his or her request, is placed in the official personnel file, the Provost will notify the faculty member.

3. The official personnel file shall be available for the faculty member to examine by appointment at reasonable hours. The faculty member may request copies of material in his or her file, which shall be provided at a reasonable charge.
4. The faculty member may have placed in his or her official personnel file material to rebut or explain derogatory information that might be in the file. A faculty member may also request the material be removed from his or her file. The decision to remove or not to remove material shall be made by the Provost. Such information shall be removed if challenged in a successful grievance.
5. Access to either the pre-employment or official personnel files will not be granted to anyone outside the University without the written consent of the faculty member.
6. Nothing in this Article shall limit the University in the maintenance and retention of records dealing with routine matters, including but not limited to payroll, benefits, financial, historical, and statistical records. Such records are to be filed in appropriate offices.

Article IX. FACULTY WORKLOAD

1. During any given semester, the maximum workload shall not exceed three (3) course units or nine (9) credit hours. In any two consecutive semesters, the expectation is that a faculty member teaches 18 credit hours. The 18 hours will be divided equally between the two semesters. In some exceptional circumstances the faculty member may teach fewer credit hours (e.g., labs, class cancellations, 4 credit hour course). In these circumstances, the faculty member is required to develop a plan in consultation with the Chair and Dean to make up the hours. These recovered hours are not subject to overload pay. Classes subject to cancellation for under-enrollment must be canceled within the first five university working days after the beginning of the semester.
2. Department Chairpersons will be granted a three-credit-hour reduction in teaching load per semester. (See also DEPARTMENTAL CHAIRPERSONS, DIRECTORS, AND COORDINATORS, [paragraph 5.A.](#))
3. The Provost may authorize in writing the awarding of stipends and/or reductions in teaching loads for temporary additional duties or university-initiated projects. All requests for reduction in teaching load must be made in writing to the Provost and the Dean of the appropriate college. NULTA must be notified of these decisions concurrently with notification of the faculty member.
4. The Provost may award in writing a three-credit-hour reduction in teaching for faculty-initiated research within a given year. Such decisions will be based on a consistent process of application and review. Faculty requests for reduction in teaching to conduct research must be submitted in writing to the Chair, the appropriate Dean and the Provost, in accordance with the established guidelines as stated in the application and review process. The Dean, in consultation with the Chair, will make a recommendation on each

requested reduction in teaching, in accordance with the annual application and review of the request. The decision of the Provost on requests for reductions in teaching to conduct research will be final and not subject to the grievance process. NULTA must be advised of all applications for research downloads, and of the decisions on such requests along with the reasons for same, concurrently with notification of the faculty member. Typically, the most common scenario for a three-credit-hour reduction in teaching for conducting research will be the result of a course buy-out from an externally funded grant, an endowed gift, or a current use gift.

5. Except as indicated below, the course units or credit hours for each course are those listed in university catalogs as course credit.
 - A. In the department of biology and the department of biochemistry, chemistry, and physics, each contact hour per week in the classroom will be counted as one (1) credit hour. Each contact hour per week in the laboratory will be counted as two-thirds ($\frac{2}{3}$) of a credit hour. The table below is an example to help understand and appropriately apply the language of the CBA.

(1) 3 hour lab	3 contact hours	2 credit hours
(2) 3 hour lab	3 contact hours	2 credit hours
(3) 3 hour lab	3 contact hours	2 credit hours
(4) 3 hour class	3 contact hours	3 credit hours
Totals	12 contact hours	9 credit hours

The maximum number of contact hours per semester will be twelve (12) contact hours for a semester where the maximum workload is nine (9) credit hours. For a semester where the maximum workload is nine (9) credit hours, overload payments will be based on the number of credit hour equivalents in excess of nine (9) or the number of contact hours that are in excess of a total of twelve (12) contact hours.

- B. In the College of Education, the load equivalency for supervising student teaching will be one (1) semester hour for each five (5) observations and three (3) on-campus meetings between the supervisors and the student teachers observed. Such meetings will be held at the beginning, mid-point, and conclusion of the student teaching experience.
 - C. Chairing a dissertation is equivalent to one (1) credit hour. Chairing three dissertation committees is equivalent to a one-course unit or three (3) credit hours. Dissertation chairs meet with the doctoral candidate an average of one (1) hour per week throughout the semester and serve as the chair for only four (4) dissertations per cohort without approval of the Dean.
6. No faculty member shall be permitted an overload (a workload beyond 9 credit hours per semester, but for an exception see 1 above) unless all full-time members of the participating departments are carrying the maximum teaching load. All overloads must be requested in writing by the Chairperson, to the Dean for approval, and submission to the Provost. A faculty member shall be limited to three credit hours of overload except under unusual circumstances.
 7. Full-time faculty who have no teaching overload have right of first refusal for teaching opportunities, both domestic and abroad, in their areas of teaching expertise and experience. In instances where more than one faculty member

from a department would like to exercise this right of first refusal for a course, the department Chair will work to identify an equitable arrangement for offering the course.

8. Class size for the subjects listed below shall not ordinarily exceed:
 - A. Seventeen (17) students per section in Writing 100; twenty-five (25) in ENG 110; twenty-five (25) students per section in required courses for the Writing Studies Minor and twenty-five (25) students per section in Mathematics 111, 112, and 221;
 - B. In the College of Education, twenty (20) students per section in research methods. In all other colleges, fifteen (15) students per section in research methods.
 - C. Enrollment caps for all courses will not be exceeded without written permission (Closed Course Form) of the instructor of record, in consultation with Director/Chair/Dean. The maximum enrollment established for a course will not exceed room capacity.
9. All qualified faculty are eligible to teach in graduate programs at the Master's and Doctoral level, subject to their department's needs and the capacity of an individual graduate program.
10. Each faculty member shall schedule and maintain a minimum of six (6) office hours on no fewer than three (3) different days of the week at times convenient to students and consistent with his or her scheduled teaching hours. A minimum of four (4) office hours shall be offered in-person, on-campus, weekly.
 - A. For faculty members whose schedule includes time off campus in an

educational or field setting for two (2) days per week, the faculty member may schedule office hours at the off-campus location on one (1) of the three days for office hours.

- B. For faculty members whose schedule includes time off campus in an educational or field setting for three (3) days per week, the faculty member may schedule office hours at the off-campus location on two (2) of the three days for office hours.
- C. For faculty members teaching graduate courses at off-campus site(s), one-third ($\frac{1}{3}$) of the office hours may be held at the off-campus site(s).
- D. A faculty member is permitted to offer a combination of online and on-campus hours with a minimum of four (4) on-campus office hours per week. All students must be granted access to a faculty member's in-person and online office hours regardless of the student's own course format.

NULTA and the administration will assess the impact of this change on student engagement to determine the extent to which online office hours will be an option in the future.

- E. All office hours must be clearly posted on the faculty member's office door, on syllabi, on the website, and shared with the administrative assistant assigned to the department. If offering virtual office hours, students must have direct access to the faculty member via shared technology that facilitates using virtual office hours.
11. Service, as defined in [Appendix C](#), includes service to the department, college, university, discipline, profession, and external community. Included among service are membership on committees and boards and moderating student organizations and activities. Insofar as possible, additional duties will be shared equally by the faculty.

- A. A department member who is teaching online in a given semester will still participate in departmental events that are traditionally held in person as per the department's usual practices. It is best to respect the time of department faculty, facilitate the recording of meetings, and allow input from faculty in the department who could not attend due to scheduling conflicts.
 - B. When requesting potential membership through the Committee on Committees, the method of meeting shall be reported to the chairperson of the Committee on Committees, so that this can be advertised to potential new committee members in advance of their deciding on joining a committee.
12. All faculty, particularly those involved in departments or programs offering majors or minors, are expected to provide academic and career advisement.
- A. Advisement may include one or more of the following: consulting with students on appropriate course selection; decisions regarding major and minor programs; assisting with identifying and preparing for internships and field experiences; career planning and advisement; discussing and preparing for certification, licensure, and testing; discussion of time management and effective study habits; and other academic and career advice.
 - B. Advisement is distinct from the registration of students for classes. Registration involves selecting specific courses and course sections, developing students' schedules, unlocking student records, entering students into specific classes, and record-keeping related to registering students for coursework.

13. **Course Reductions For NULTA:** For the duration of the Agreement, NULTA will receive four (4) three credit hour teaching reductions (a total of 12 credit hours of teaching) per semester, and the NULTA executive committee will distribute these credit hour reductions. Typically, the credit hour reductions will be given to the members of the team that negotiated the Agreement in place. However, in the final year of the Agreement, the credit hour reduction will typically be given to the team that will negotiate the next Agreement. Barring extenuating circumstances, the President of NULTA will inform the Provost of the recipients of the credit hour reductions early in the course scheduling cycle of the relevant upcoming academic year and before students have enrolled in courses for the semester in order to ensure that departmental staffing and course selection needs are met.
14. **Faculty Member Training:** Faculty members shall attend mandatory training sessions as scheduled by the administration, in consultation with NULTA. These trainings may include: sexual harassment training; how to recognize and appropriately respond to and report sexual assault, dating violence, and stalking, as required by Title IX and the New York State education law and *Enough is Enough* legislation. In addition, anti-discrimination training; fair employment practices and equal employment opportunities; and other training required by law or as determined by the administration (in consultation with NULTA) may be deemed to be legally necessary to protect the University and the faculty.

Article X. OUTSIDE EMPLOYMENT

It is the professional responsibility of all full-time faculty to give primacy to their teaching, advising, scholarly and service responsibilities at Niagara University during the academic year. Additionally, it is recognized that outside professional activities may be beneficial to the faculty member and are encouraged by the University when:

1. They contribute to the professional development of the faculty member, to the recognition of the faculty member in the faculty member's field, to the positive reputation of the University, or to the benefit of the University's students.
2. The faculty member continues to perform the faculty member's teaching, advisory, scholarly and service responsibilities at Niagara University in a satisfactory matter.

It is the responsibility of each faculty member to confer with his or her Departmental Chair or Program Director and College Dean regarding outside employment engaged in during the academic year. Failure to disclose outside employment may result in disciplinary action. If the Dean believes that any outside employment is interfering with satisfactory performance at Niagara University, the Dean may recommend a modification of those outside employment activities. For purposes of this section "outside employment" includes compensated activities, which are related to the faculty member's academic specialty, but which involve persons, entities, or governmental agencies other than Niagara University or programs administered through or sponsored by an outside entity. Examples of "outside employment" include:

- Practicing a profession on a part-time basis;

- Providing professional, managerial, or technical consulting services to an outside entity;
- Compensated service on a committee, panel, or commission established by an outside entity;
- Participating in or accepting a compensated commission for a musical, dramatic, dance, or other artistic performance or event sponsored by an outside entity;
- Teaching at an institution other than Niagara University.

Article XI. OFF-CAMPUS INSTRUCTION

1. To enhance the University's presence outside of its immediate environment and to promote program growth, the University offers courses at off-campus sites. Full-time faculty members who teach at off-campus sites will be paid a stipend of \$1,000 per regular semester regardless of the number of courses taught. During the summer, a \$1,000 stipend will be provided for each session in which a full-time faculty member teaches off campus. However, the stipend will be paid only if the following conditions are satisfied:
 - A. The course offered off campus must be the equivalent in content and credit to a course taught on campus;
 - B. The off-campus site must be in excess of 15 miles from the primary campus. (Note: Regardless of distance from the campus, the faculty member shall be reimbursed for mileage at the standard rate for university travel and for parking fees and tolls.)
2. The following activities are specifically excluded from this Article:
 - A. Student teacher observations;
 - B. Field observations in the College of Education;
 - C. Internships, cooperative arrangements, and practicums;
 - D. Continuing Education courses.
3. The establishment of off-campus sites for instruction is the right solely of the Provost.
4. Faculty members will be reimbursed for mileage at the standard rate for university travel and for parking fees and tolls to all off-campus sites. When

required to remain overnight because of inclement weather or hazardous conditions, faculty members will be reimbursed for the cost of lodging.

Article XII. DISTANCE LEARNING

The term "Distance Learning Course," as used in this Agreement, refers to any course in which communication at a distance between teacher and student(s) substitutes in part or in whole for the normal face-to-face classroom contact mandated by the regular classroom schedule as approved. Such communication may be accomplished by any one or more media.

Consistent with the University's mission and core values, the University and NULTA recognize that distance learning may be appropriate to meet student needs, particularly at the graduate level of study. However, an engaged teaching-learning environment and in-person instruction, coupled with the campus experience, is a hallmark of a Niagara University education.

Programs must be approved as eligible for distance format through the curriculum approval process of the respective College, the Academic Senate and subsequent jurisdictional authority. Any course using more than twenty-five percent (25%) of an online/distance learning format must go through the regular curriculum approval process. Any course offered in a distance format which is not part of an already approved distance program must be submitted for approval as an online course through the regular curriculum approval process. Offering of courses and changes to the regular in-classroom instruction must be approved by the Chair of the Department and Dean of the College. Approvals must be in advance of any change in schedule unless a result of atypical circumstances (e.g. pandemic, health crisis), and those changes must be reported to the Chair of the Department and the Dean of the College.

All aspects of distance learning courses (or modifications thereof) shall comport with all of the standard practices, procedures, and criteria which have been

established for traditional in-classroom courses. This includes, but is not limited to, departmental review and recommendation of such courses to the appropriate curriculum committee (and Academic Senate) to ensure conformity with course quality and relevance and all assessment components as dictated by accrediting bodies and jurisdictional reviews. The above review shall occur even when the proposed distance learning course is a section of an already existing and approved course.

A committee comprised of three faculty members, including one Academic Senate representative and two NULTA representatives or their designees, and three administrators shall be established to develop procedures and tools for evaluations of faculty performance in distance learning courses. Any proposed evaluation procedure and tool developed by said committee must be approved by the appropriate committee of the Academic Senate and the full faculty before it is used for summative purposes. Until such time as a new instrument is developed, the existing student evaluation process and classroom visitation will be utilized in accordance with the Collective Bargaining Agreement.

Article XIII. ONTARIO FACULTY

The University also offers programs at approved sites in the Province of Ontario, under written consent of the Ministry of Colleges and Universities. Faculty whose full-time employment is in Ontario for such programs ("Ontario Faculty") are not represented by NULTA and their employment is not governed by this agreement. The University represents that Ontario Faculty's employment is governed by the laws of Ontario and any handbook adopted by the University for the Ontario Faculty.

Article XIV. DUAL APPOINTMENTS AND TRANSFERS

In appropriate circumstances, a faculty member may be appointed in two departments or colleges. Such individuals will be considered “dual faculty”, and the following guidelines apply to their appointment and review for promotion and tenure:

1. The Provost approves a primary and secondary unit (department, college, or division) for the candidate under consideration for appointment as a dual faculty member.
2. Each unit approves the initial appointment, applying the same procedures and standards for appointment (other than single-unit effort) that are applied to other tenure-track appointments.
3. At the time of the dual faculty member’s appointment, the respective Chairs and Deans of the affected department, programs, and colleges will establish clear guidelines for teaching, service, and scholarship consistent with the CBA in writing, to be approved by Provost.
4. Review and promotion procedures in each unit that apply to other tenure-track appointments apply to dual faculty but the primary unit will take primacy in the promotion and tenure evaluation process.
5. The standards for promotion and tenure of dual faculty are the same as the standards for other tenure-track appointments, except that the distribution of the candidate’s teaching and service may naturally be different due to the candidate’s appointment to two units.

No full-time faculty member may be transferred from one department to another without written consultation among the faculty member, the Chairpersons of the affected departments and the Dean. If the transfer occurs within one College, the Dean, in written consultation with the Provost, will make decisions on transfers. If the transfer occurs across Colleges, the Provost will make decisions in written consultation with the Deans of both Colleges.

Article XV. APPOINTMENT AND REAPPOINTMENT TO FACULTY RANK

1. The faculty rank designations represent cumulative accomplishments: increased teaching competence, scholarship as reflected in degrees and certifications earned, honors won, scholarly and professional accomplishments, educational leadership, intellectual breadth, and creativity, all of which will stand the test of both administrative and collegial judgment within the University, and of generally accepted academic and professional standards. Promotion through the various ranks shall signify increasing rather than continuing competence and achievement.
2. In rare circumstances, distinguished creative achievements or exceptional accomplishments may be evaluated for equivalence to a doctorate.
3. If at the time of appointment, a faculty member is specifically advised in writing by the Provost that the faculty member is judged to possess the earned doctorate or equivalent normally required for teaching in the field, or in the event that a faculty member is judged to have the earned doctorate or equivalent normally required for teaching in the field with respect to a promotion or tenure decision which is approved by the Board of Trustees, such judgment will apply to all future promotion and tenure actions with respect only to that faculty member.
4. Initial faculty rank on a first appointment is determined by the President. If a faculty member, during the initial year of service, believes that the award of his or her initial rank was not consistent with other initial appointments, the faculty member may apply for promotion and request that the higher rank be awarded retroactive to the date of initial appointment. Such application will in no way prejudice future applications for promotion and tenure.

5. The minimum time in rank required for promotion to the rank of Assistant Professor is two (2) years of service at Niagara University. The minimum time in rank for promotion from the rank of Assistant Professor to the rank of Associate professor is four (4) years of service at Niagara University. However, if the faculty member is hired at the rank of Assistant Professor without any years of credit toward tenure, the faculty member will not be eligible to apply to the rank of Associate Professor until the faculty member is eligible to apply for tenure. The minimum time in rank for the promotion from the rank of Associate Professor to the rank of Professor is four (4) years of service at Niagara University.
6. Normally the decision to award tenure shall not precede appointment to the rank of Associate Professor. When a tenure decision is required prior to the completion of the time in rank guideline for promotion to the rank of Associate Professor, a person may be eligible for tenure at the rank of Assistant Professor.
7. Appointment at or promotion to the rank of Associate Professor or Professor does not demonstrate the fulfillment of the criteria for tenure. Accomplishments commencing from the date of appointment will be of primary importance in the evaluation of a faculty member's application for tenure.
8. Initial appointments in all faculty ranks are probationary, with the exception of persons first appointed with tenure.
9. The probationary period shall end on the last day of the academic year of the third year of full-time teaching. For those faculty who begin employment in January, the probationary period shall end on the last day of the fall semester ending their third year of full-time teaching.

10. During the probationary period, an individual may be notified of non-reappointment without specification of the reason for such non-reappointment.
11. The University will provide a written statement of reasons for non-reappointment to those post-probationary non-tenured faculty whose appointments are not being renewed who request such statements.
12. In every case of non-reappointment, whether or not the person involved is in probationary status, the University shall give written notice of non-reappointment in accordance with the following schedule:
 - A. Not later than March 15 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination;
 - B. Not later than January 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination;
 - C. At least twelve (12) months before the expiration of an appointment after two (2) or more years of service at the institution.
13. If the faculty member feels that the reasons stated in the non-renewal letter are inconsistent with the facts as he or she perceives them, then the individual may request that the President review the facts. In preparing the appeal, the individual shall have access to the information and/or data supporting the University's decision to issue the non-renewal letter.

14. If a difference of opinion regarding the factual basis for the decision remains, then the faculty member may present his or her appeal to the faculty personnel committee of the Board of Trustees.

Article XVI. MAINTAINING AN EFFECTIVE FULL-TIME FACULTY AND ADJUNCT FACULTY RATIO

Cap on Adjuncts

Starting in academic year 2013-14, in the interest of maintaining the high level of scholarship, teaching, and service that has become the hallmark of Niagara University's academic sector, the percentage of course sections taught by adjunct faculty in any College in subsequent academic years should not exceed the percentage of course sections taught by adjunct faculty in the preceding year.

- A. For purposes here, the classification of faculty falls into four different and independent groupings: full-time tenure-track faculty; contract faculty (e.g., faculty fellows); others (staff and administration who teach); and adjuncts (part-time instructors whose primary affiliation with the University is a part-time instructor). For analysis here, the focus is on the number of adjunct-taught sections divided by the sum of sections taught by full-time tenure-track faculty, contract full-time faculty and adjuncts. The 'other' category is excluded from the analysis.
- B. Course exceptions in counting the total number of sections offered include all internship courses, independent/individual studies and research, tutorial courses, practicums, student teaching, and military science offerings.
- C. Faculty on sabbatical leave, other paid leave and unpaid leave often result in hiring adjuncts to cover courses. These categories of release time from teaching are in the interest of the University and the faculty,

and therefore the number of adjunct offerings based upon these categories of release time will be subtracted from the number of hired adjuncts each semester. For example, seven faculty on sabbatical leave in the spring semester will, in all likelihood, increase the number of adjunct offerings by 21 sections.

- D. It is not the intention of either the administration or NULTA to use analysis generated to address the requirements of [Article XV Cap on Adjuncts](#) to deny a negotiated benefit to a full-time faculty member in order to meet the requirements of ARTICLE XV Cap on Adjuncts.

Caps on Online Course Offerings Taught by Adjunct Faculty

In the interest of maintaining the quality of academic offerings and instruction across all forms of delivery, the percentage of online course sections taught by adjunct faculty in any College cannot exceed the percentage of traditional in-class course sections taught by adjunct faculty in that same College for a given year. In the event that this ratio is exceeded, a memorandum of understanding, signed by both NULTA and the administration, will be reached which will detail plans for correcting the disparity in online course offerings by adjunct faculty.

External Accreditor Staffing Requirements

The University will be responsible for reviewing and maintaining, on an annual basis, minimum staffing levels for programs that have achieved accreditation, approval, or recognition from external organizations. This shall include (a) full-time faculty (b) full-time faculty equivalent to student ratios (c) faculty release time and (d) secretarial and support staffing requirements as defined by the external bodies.

**Article XVII. CRITERIA AND EVALUATION FOR FACULTY FELLOWS,
CLINICAL FACULTY FELLOWS, VISITING PROFESSORS,
INSTRUCTORS, AND PRESIDENTIAL FELLOWS**

Normally, the ranks of Faculty Fellow (FF), Clinical Faculty Fellow (CFF), Visiting Professor (VP), Instructor (I) and Instructor-ABD (I-ABD) fall outside the processes of tenure and promotion as articulated in the CBA. Generally, the length of time for these appointments vary as articulated in the language below but all are non-tenure track appointments that carry with them no expectation or right of reappointment. However, if a faculty member is hired with the Instructor rank (I-ABD), upon successful completion of the terminal degree the faculty member will be appointed to the rank of Assistant Professor, which is a tenure-track appointment, in the next academic year. Time in rank as an instructor (I-ABD) does not count toward tenure. The number of Faculty Fellows shall not exceed ten percent (10%) of the number of tenured and tenure-track faculty at the University; the total combined number of Visiting Professors, Instructors, and Instructors-ABD shall not exceed five percent (5%) of the number of tenured and tenure-track faculty at the University. These caps may be exceeded based on mutual agreement between NULTA and the University.

Faculty Fellow

- A. Definitions and General Policies
 - 1. This category of faculty member focuses on bringing teaching professionals into the University environment to meet department or college teaching needs not requiring a tenure-track faculty position. These faculty members are outstanding teachers or practitioners in their chosen field. They excel in their

profession and are expected to create a rich dialogue among faculty and students. The selected Faculty Fellow will bring a particular specialization to the position not readily available among current faculty and will educate students and faculty.

2. The Faculty Fellow will be exempt from the tenure and promotion sections of the Collective Bargaining Agreement.
3. Faculty Fellows are considered to be non-tenured members of the faculty and will receive salary increases and other changes in benefits and compensation as negotiated for faculty in the Agreement between Niagara University and NULTA.
4. Faculty Fellow positions are not to replace tenure-track positions, nor to be used in lieu of additional new tenure-track positions when merited, nor to provide a safe harbor for faculty whose tenure status is in jeopardy. The goal is to provide continuity and quality in a Niagara education while at the same time maximizing flexibility.

B. Roles and Responsibilities:

1. Responsibilities will vary by College and Department but in general, will be responsible for (a) teaching, (b) providing seminars to faculty on the particular area of expertise brought to campus, (c) community outreach, (d) experiential learning, (e) career development, and/or (f) collaborative research with students.
2. The Faculty Fellow will be expected to teach a maximum of five courses (15 credit hours or 15 contact hours) per semester. The teaching load may be offset by particular administrative duties, as determined by the department Chair and Dean. However, administrative duties should not account for more than a 3-

credit hour offset. Faculty Fellows will teach a minimum of four courses per semester. In rare circumstances, in consultation with the department Chair and the Faculty Fellow, the Provost can decrease the teaching load for a single semester to three courses. This cannot occur more than once every six semesters, unless approved by NULTA.

3. The Faculty Fellow may fulfill the standard duties of full-time faculty such as curriculum development, attendance at department meetings, pursuing professional growth activities and other duties consistent with the role of instructor.
4. The Faculty Fellow will be expected to maintain regular office hours and may serve on department, college or university committees.

C. Position Approval:

1. Requests for a Faculty Fellow position in a department will be initiated using the same processes and procedures for requests for tenure-track positions. Included in the request will be demonstrated need as well as a specific job description for the Faculty Fellow position that includes a full description of the duties to be performed, the length of the contract (one semester; ten months, twelve months), salary and performance standards for use in evaluation.
2. Once a Faculty Fellow position is approved by the Provost and the Dean, the approved job description will be reviewed by Niagara University's Office of Human Resources for clarity and

compliance with existing university policies and practices, and finalized by the Dean.

3. This job description will be used during the recruitment and hiring of the Faculty Fellow member and will become part of their contract, following the standard procedures for hiring and compliance at the University.
4. The job description is subject to revision as part of the Faculty Fellow's 1-year (and subsequent 3-year) review and may be changed as needed prior to the start of a new contract term.

D. Minimum Qualifications:

1. Master's degree or equivalent; commensurate with the teaching responsibilities and other duties assigned for the position, with doctorate or terminal degree preferred;
2. A clearly articulated specialized skill set that benefits students and faculty alike in the department where the appointment takes place;
3. Creativity and ability to work independently;
4. Effective communication with staff, faculty, administrators, students and collaborative partners.

E. Positional Renewal

1. The Faculty Fellow may be appointed to three consecutive one-year contracts and then to renewable three-year contracts. One-year appointments are probationary. During the probationary period, an individual may be notified of non-reappointment without specification of the reason for such non-reappointment. The Faculty Fellow will be evaluated each year for the first three years by the department Chair and the Dean (or Dean's

representative) on teaching effectiveness and other assigned duties. Subsequent evaluations will be performed periodically as needed, but at least once during each subsequent three-year period. The teaching portfolio is due to the department Chair by March 15. The Chair will submit a report to the Dean by March 30. The Dean will make a recommendation on renewal or non-renewal to the Provost by April 15, with written notification of the Provost's decision delivered to the Faculty Fellow by the first Monday after spring Commencement. The teaching portfolio will include evidence of teaching effectiveness, curriculum vitae, Chair's classroom evaluation, student evaluations, and any other applicable evidence of fulfilling the standard duties of a Faculty Fellow.

Clinical Faculty Fellow

Clinical Faculty Fellows in the College of Nursing provide a defined role within the College and are tied to the clinical standards of the profession and respective accrediting body for the College. The number of Clinical Faculty Fellows in the College of Nursing (CON) shall not exceed 30% (thirty percent) of the number of tenured and tenure-track faculty in the CON.

A. Definitions and General Policies

1. This category of clinical faculty member focuses on the unique experience and specialized role clinical professionals have in fulfilling required standards and experiences in license-qualifying and/or certification programs (e.g., nursing). These faculty members are experienced practitioners in their chosen field.

They excel in their profession and are expected to create a rich dialogue among faculty and students. The selected Clinical Faculty Fellow will bring a particular specialization to the position that is required within the scope of the professional program.

2. The Clinical Faculty Fellow will be exempt from the tenure and promotion sections of the Collective Bargaining Agreement.
3. Clinical Faculty Fellows are considered to be non-tenured members of the faculty and will receive salary increases and other changes in benefits and compensation as negotiated for faculty in the Agreement between Niagara University and NULTA.
4. Clinical Faculty Fellow positions are not to replace tenure-track positions, nor to be used in lieu of additional new tenure-track positions when merited, nor to provide a safe harbor for faculty whose tenure status is in jeopardy. The goal is to provide continuity and quality in a Niagara education while at the same time maximizing flexibility.

B. Roles and Responsibilities:

1. Responsibilities will vary by College and Department but in general, will be responsible for (a) clinical supervision, (b) teaching, (c) community outreach and extension of partnerships in clinical settings, (d) and/or collaborative mentoring with students.
2. The load of the Clinical Faculty Fellow will be 12 credit hours, or equivalency, each semester. The teaching load may be offset by particular administrative duties, as determined by the department Chair and Dean. However, administrative duties

should not account for more than a 3-credit hour offset. In consultation with the Dean, the Provost can decrease the teaching load for a single semester to three courses. This cannot occur more than once every six semesters, unless approved by NULTA.

3. The Clinical Faculty Fellow may fulfill the standard duties of full-time faculty such as curriculum development, attendance at department meetings, pursuing professional growth activities and other duties consistent with the role of instructor.
4. The Clinical Faculty Fellow will be expected to maintain regular office hours and may serve on department, college or university committees.

C. Position Approval:

1. Requests for a Clinical Faculty Fellow position in a department will be initiated using the same processes and procedures for requests for tenure-track positions. Included in the request will be demonstrated need as well as a specific job description for the faculty fellow position that includes a full description of the duties to be performed, the length of the contract (one semester; ten months, twelve months), salary and performance standards for use in evaluation.
2. Once a clinical faculty fellow position is approved by the Provost and the Dean, the approved job description will be reviewed by Niagara University's Office of Human Resources for

clarity and compliance with existing university policies and practices and finalized by the Dean.

3. This job description will be used during the recruitment and hiring of the Clinical Faculty Fellow member and will become part of their contract, following the standard procedures for hiring and compliance at the University.
4. The job description is subject to revision as part of the Clinical Faculty Fellow's 1-year (and subsequent 3-year) review and may be changed as needed prior to the start of a new contract term.

D. Minimum Qualifications:

1. Master's degree or equivalent; commensurate with the teaching responsibilities and other duties assigned for the position, with doctorate or terminal degree preferred;
2. Unencumbered license in the profession; a clearly articulated specialized skill set that benefits students and faculty alike in the department where the appointment takes place;
3. Creativity and ability to work independently;
4. Effective communication with staff, faculty, administrators, students and collaborative partners.

E. Positional Renewal

The Clinical Faculty Fellow may be appointed to three consecutive one-year contracts and then to renewable three-year contracts. One-year appointments are probationary. During the probationary period, an individual may be notified of non-reappointment without specification of the reason for such non-reappointment. The Clinical Faculty Fellow will be evaluated each year for the first three years by the department

Chair and the Dean (or Dean's representative) on teaching effectiveness and other assigned duties. Subsequent evaluations will be performed periodically as needed, but at least once during each subsequent three-year period. The teaching portfolio is due to the department Chair by March 15. The Chair will submit a report to the Dean by March 30. The Dean will make a recommendation on renewal or nonrenewal to the Provost by April 15, with written notification of the Provost's decision delivered to the Clinical Faculty Fellow by the first Monday after spring Commencement. The teaching portfolio will include evidence of teaching effectiveness, curriculum vitae, Chair's classroom or lab evaluation, student evaluations, and any other applicable evidence of fulfilling the standard duties of a Clinical Faculty Fellow.

Visiting Professor

- A. Definitions and General Policies:
 - 1. This category of faculty member focuses on bringing successful academics into the University environment for set periods of time ranging from one semester to a maximum of two years.
 - 2. These faculty members are outstanding scholars in their chosen field. They excel in their profession and are expected to create a rich dialogue among faculty and students. These faculty members should be seasoned leaders in private, public, or academic service whose accomplishments are widely acknowledged. The selected professionals will bring a particular

specialization to the position not readily available among current faculty and will educate students and faculty.

3. The Visiting Professor will be expected to maintain regular office hours and may serve on department, college or university committees.
4. The Visiting Professor may apply for a Faculty Fellow or tenure-track appointment when they become available through the regular faculty recruitment process.

B. Roles and Responsibilities:

1. Responsibilities will vary by College and Department but in general, will be responsible for (a) teaching, (b) providing seminars to faculty on the particular area of expertise brought to campus, (c) community outreach, (d) experiential learning, (e) career development, and/or (f) collaborative research with students.
2. The Visiting Professor may fulfill the standard duties of full-time faculty such as curriculum development, attendance at department meetings (non-voting), pursuing professional growth activities and other duties consistent with the role of Instructor.

C. Position Approval:

1. Requests for a Visiting Professor position will be initiated using the same processes and procedures for requests for tenure-track positions. Included in the request will be demonstrated need as well as a specific job description for the Visiting Professor position, including a full description of the duties to be performed, the length of the contract (one semester; ten

months, twelve months), salary and performance standards for use in evaluation.

2. Once a Visiting Professor position is approved by the Provost and the Dean, the approved job description will be reviewed by Niagara University's Office of Human Resources for clarity and compliance with existing university policies and practices, and finalized by the Dean.
3. This job description will be used during the recruitment and hiring of the Visiting Professor and will become part of their contract, following the standard procedures for hiring and compliance at the University.
4. The job description is subject to revision as part of the Visiting Professor's one-year review and may be changed as needed prior to the start of a new contract term.

D. Minimum Qualifications:

1. Master's degree or equivalent; commensurate with the teaching responsibilities and other duties assigned for the position, with doctorate or terminal degree preferred;
2. A clearly articulated specialized skill set that benefits students and faculty in the department where the appointment takes place;
3. Creativity and ability to work independently;
4. Effective communication with staff, faculty, administrators, students and collaborative partners.

E. Positional Renewal:

1. Visiting Professor positions are typically for one year.
2. The evaluation process for Visiting Professor will be determined by the appointment as noted in the letter of hire.

Instructor (I)

A. Definitions and General Policies

1. This category of faculty member is a temporary, year-to-year appointment and such positions carry no expectation or right of re-appointment.
2. Typically, instructors will be hired on an existing tenure-track line in a department, but they are hired in a temporary capacity to cover courses and fulfill other professional responsibilities to the department, college, university, and discipline.
3. An Instructor's primary responsibility focuses on teaching the curriculum, but may also include some departmental service.
4. The Instructor is exempt from the tenure and promotion sections of the Collective Bargaining Agreement.
5. Instructors are considered to be non-tenured members of the faculty and will receive salary increases and other changes in benefits and compensation as negotiated for faculty in the Agreement between Niagara University and NULTA.
6. Instructor positions are not to replace tenure-track positions, nor to be used in lieu of addition new tenure-track positions when merited, nor to provide a safe harbor for faculty whose tenure status is in jeopardy. The goal is to uphold the quality of a Niagara education while at the same time maximizing flexibility.

7. The Instructor may apply for a Faculty Fellow or tenure-track appointment when they become available through the regular faculty recruitment process.

B. Roles and Responsibilities:

1. Instructors will be expected to teach no more than four courses (12 credit hours) per semester. Courses taught beyond the maximum number of 9 credit hours will be compensated in a manner consistent with this Agreement.
2. The Instructor may fulfill the standard duties of full-time faculty such as curriculum development, attendance at department meetings, pursuing professional growth activities and other duties consistent with the role of Instructor.
3. The Instructor will be expected to maintain regular office hours and may serve on department, college or university committees.

C. Position Approval:

1. Requests for an Instructor position in a department will be initiated using the same processes and procedures for requests for tenure-track positions. Included in the request will be demonstrated need, as well as a specific job description for the instructor and salary.
2. Once an Instructor position is approved by the Provost and the Dean, the approved job description will be reviewed by Niagara University's Office of Human Resources for clarity and

compliance with existing university policies and practices, and finalized by the Dean.

3. This job description will be used during the recruitment and hiring of the Instructor and will become part of their contract, following the standard procedures for hiring and compliance at the University.

D. Minimum Qualifications:

1. Must possess a Master's degree;
2. Must demonstrate a potential for effective teaching as attested to by those able to offer such judgments or by virtue of the candidate's having successful teaching experience;
3. Must have plans for completing a terminal degree and otherwise give promise of continuing academic development;
4. In certain cases, exceptional skills or expertise in a particular academic area required by a department or discipline may substitute for the requirement that the Instructor be enrolled or have plans to enroll in a program for completing a terminal degree or the equivalent normally required for teaching in his or her field.

E. Positional Renewal

1. Instructor positions are eligible for renewal for up to three years.
2. The evaluation process for an instructor shall adhere to the following:
 - i. First year, first semester: By the first day of the second semester of the first year, the Chairperson will meet with the faculty member to discuss the student perception surveys

and the classroom visitations conducted by the Dean and Chair using the forms approved by this Agreement. The Dean will provide the Chair with a copy of the faculty member's classroom visitation report prior to the meeting. The first semester review will focus on teaching effectiveness. The Chair will send a summary of the meeting to the Dean.

- ii. If the Instructor wishes to be considered for reappointment:
First year, second semester: The Instructor will submit a portfolio of materials (see Appendix C: Portfolio) in the annual peer review process as outlined for first year non-tenured faculty members. The portfolio is due to the department Chair by February 1.
- iii. Evaluation will be completed once each year after the first year, with a focus on the two-semester period prior to the filing date. The evaluation materials are due to the department Chair by February 1.
- iv. The Chair will submit a report to the Dean by March 30. The Dean will make a recommendation on renewal or non-renewal to the Provost by April 15, with written notification of the Provost's decision delivered to the Instructor by the first Monday after spring Commencement.

Instructor – ABD (I-ABD)

- A. Roles and Responsibilities:
 1. All that applies to the Instructor position outlined above applies to an Instructor ABD, with the following two exceptions: 1.

Instructors ABD will be expected to teach no more than three courses (9 credit hours); 2. If the faculty member is hired with ABD (I-ABD) status, it is a stated expectation in the letter of appointment that upon successful completion of the terminal degree, the faculty member will be appointed in the ensuing academic year to the rank of Assistant Professor, which is a tenure-track appointment. Time in rank as an Instructor (I-ABD) does not have to count toward tenure. Time in Rank as an Instructor (I-ABD) may not exceed two years. The letter of appointment will establish how many years, if any, will be counted toward tenure.

2. Appointment of the Instructor ABD to a tenure-track position is also contingent upon a favorable evaluation via the review process that occurs during the first year. An unfavorable evaluation can result in non-contract renewal regardless of terminal degree completion.

Presidential Distinguished Fellows

Presidential Distinguished Fellows, representing a range of disciplines, serve to elevate the transformation of our University due to their professional accomplishments and their exceptional teaching.

Presidential Fellows will (a) enhance the regional, national, and/or binational reputation of the campus; (b) are experts in areas of high and/or emerging student demand; (c) may enhance diversity across the University, and/or (d) will strengthen interdisciplinary/transdisciplinary collaborations within and across the colleges. The appointment of Presidential Fellows involves planning with the President, Provost, affected Dean(s), and Department Chair(s) and may include non-instructional and/or teaching roles.

The appointment of a Presidential Fellow to engage in non-instructional projects of

University importance is determined by (1) the President in consultation with the Provost and the affected Dean and Department Chair, or (2) the President's Office through a call for recruitment proposals for the next academic year. The expectation is that Presidential Fellows will engage in projects of University importance.

For any prospective Presidential Fellow role that involves teaching and instruction, the Chairs of Departments within which the Fellow's courses would be offered, in consultation with the President, Provost, and Dean, will make the determination of which courses, if any, will be offered through the department, and on what schedule.

The decision to renew the position will be made by mutual agreement of the President, Provost, College Dean, and the department in which the Presidential Fellow resides.

A maximum of three Presidential Fellows will be appointed to Niagara University and each position will be funded for up to three years, but the minimum appointment is for a semester. Presidential Fellows will be subjected to annual reviews and renewals. Extensions beyond a three-year appointment may also occur with mutual agreement between the parties referenced above.

Presidential Fellows do not convert automatically to a tenure-track position, but Fellows are eligible to apply for open tenure-track positions, if they so choose and if they hold the appropriate terminal degree.

Presidential Fellows will be assessed yearly in terms of teaching and contributions to the University and the region by the Department Chairs (if a teaching position) and Dean of the College.

Article XVIII. CRITERIA FOR RANK OF ASSISTANT PROFESSOR, ASSOCIATE PROFESSOR, AND PROFESSOR

Faculty rank designations represent cumulative accomplishments; increased teaching competence, scholarship as reflected in degrees and certifications earned, honors won, scholarly and professional accomplishments, educational, university, and discipline-specific leadership, intellectual breadth, and creativity, all of which will stand the test of both administrative and collegial judgment within the University, and of accepted academic and professional standards. Promotion through the various ranks shall signify increasing rather than continuing competence and achievement.

Criteria for Assistant Professor

For the promotion to or appointment to the junior rank of Assistant Professor, the candidate:

- A. Must possess the earned Doctorate or equivalent normally required for teaching in his or her field;
- B. Must demonstrate a capacity for professional growth and accomplishment in teaching and a concern for the welfare of students.
- C. Must demonstrate a capacity for professional growth and accomplishment in scholarship.
- D. Must demonstrate a capacity for professional growth and accomplishment in service on the departmental and college or university level.

Criteria for Associate Professor

The Associate Professor is a faculty rank at the senior level. For promotion to or appointment as Associate Professor, the candidate:

- A. Must possess the earned Doctorate or equivalent normally required for teaching in his or her field;

- B. Must be a proficient teacher and show a concern for the welfare of students. Multiple measures of evaluating teaching shall be employed;
- C. Must possess a record of substantial scholarly research or other achievements of comparable intellectual activity involving the application of specialized knowledge or skills to consequential issues or problems;
- D. Must possess a record of substantial service on the department, college or university level;
- E. The minimum time in rank for promotion from the rank of Assistant Professor to the rank of Associate professor is four (4) years of service at Niagara University. However, if the faculty member is hired at the rank of Assistant Professor without any years of credit toward tenure, the faculty member will not be eligible to apply for promotion to the rank of Associate Professor until the faculty member is eligible to apply for tenure.
- F. In exceptionally rare circumstances, faculty may be hired with tenure at this rank, pending support of Promotion & Tenure Co-Chairs and Presidential and Board approval.

Criteria for Professor

Professors should have established a pattern of consistent and exceptional teaching, scholarship, and institutional service that surpasses what is expected of faculty at other ranks. They should be recognized as master teachers and advisors who uphold high professional and ethical standards in their contacts with students. They should be currently engaged in work that extends a significant record of past scholarship. Their service to the University should reflect understanding of its

purposes and demonstrable leadership in fulfilling these purposes.

- A. Must possess the earned doctorate or the equivalent normally required for teaching in his or her field;
- B. To be promoted to Professor, the faculty member should have demonstrated a discernable pattern of consistent high-quality work in teaching, scholarship and institutional service.
- C. The faculty member should be recognized as a master teacher, advisor and mentor.
- D. The faculty member should have demonstrated leadership within the University that has led to positive institutional impact.
- E. The faculty member should have already carried out and should still be engaged in peer-reviewed technical, scientific, scholarly, or artistic work that exemplifies high quality professional competence, or the spectrum of scholarship that exemplifies high quality professional competence and standards in the healthcare discipline
- F. The faculty member should have demonstrated competence "above and beyond" the norm for Associate Professor, but not necessarily be a "superstar" in all areas.

Only in very exceptional cases will persons be appointed to this rank who have not met the preceding standards. A faculty member may apply for promotion to professor after the completion of three (3) years of service at the University as an Associate Professor. If a faculty member applies for and fails to be promoted to Professor, the faculty member will be ineligible to re-apply until after the completion of an additional two (2) years of service at the University upon notification of the final decision.

Article XIX. EVALUATION OF TENURE-ELIGIBLE FACULTY

All faculty who are eligible for tenure must participate in the evaluation process outlined in this article. The primary purposes of evaluation are to foster the improvement of instruction and the improvement of the total educational environment. A secondary purpose of evaluation is to form a basis for future administrative decisions such as retention, promotion, and/or the granting of tenure. The areas of evaluation, teaching, scholarship, and service are to be valued equally in the evaluation process.

Evaluation Process

- A. Portfolio: The faculty member being evaluated will complete a portfolio of materials to support evidence of teaching, scholarship, and service (see [Appendix C: Portfolio](#)).
- B. Student evaluation: It is the responsibility of the department Chair to ensure that student evaluations are administered every semester in all sections of all courses. A person other than the evaluatee will attend the class after mid-semester and distribute the evaluation forms. Each faculty member will use the University-wide Student Perception Survey. After students complete the forms, the person administering the forms will collect the forms and return them to the department Chair in a signed and sealed package. Alternatively, the faculty member may elect to use on-line student evaluation forms. The Dean will have the right to review the forms. The Chair will provide a summary of student evaluations to the evaluatee. The evaluatee may submit a response to the department. A copy of the summary and the response, if any, will be included in the evaluation portfolio. The

original data entry forms completed by the students will be returned to the faculty member after the semester's final grades are submitted.

- C. **Classroom Visitation:** As part of the evaluation process, the Chair (or a faculty member designated by the Chair) and the Dean (or a designee) must visit the classroom of the evaluatee. The Dean and the Chair must each conduct one classroom visit during the evaluatee's first semester, and one subsequent visit before the pre-tenure review. A third classroom visit will be conducted in the year prior to the evaluatee's tenure evaluation. The purpose of these visits is to help assess the faculty member's classroom effectiveness. Visits should extend over a period of time sufficient to enable the evaluator to write a valid evaluation. The duration of the visits should be mutually agreed upon but need not exceed two (2) clock hours. The University-wide Chair's and Dean's Classroom Visitation Forms must be made available to the evaluatee before the classroom visit. At the completion of these visits, the evaluators will write an evaluation and will meet personally with the evaluatee within twenty (20) university working days. If the evaluatee wishes, he/she may write a response to the evaluation which will be included in the evaluatee's portfolio. With the exception of the first classroom visit, the Dean and the Chair may schedule their visits in alternating years and/or semesters.
- D. **First year, first semester:** Within the first two weeks of the faculty member's second semester at the University, the Chairperson will meet with the evaluatee to discuss the student evaluations and the classroom evaluations conducted by the Dean and Chair during the evaluatee's first semester. The Dean will provide the Chair with a copy of the Dean's classroom visitation report prior to the meeting. The first semester review will focus on teaching effectiveness. The Chair will send a summary of the meeting to the Dean.

- E. First year, second semester: The evaluatee will submit a portfolio of materials (see [Appendix C: Portfolio](#)). The portfolio is due to the department Chair by February 1. Within one week, the Chair will make the portfolio available for review by the full-time members of the Department. A peer review will be done at a department meeting, and a tenured faculty member chosen by the evaluatee will submit a written report of the meeting to the Chair, with a copy to the evaluatee. The department Chair will write a separate evaluation of the evaluatee's portfolio. The evaluatee may submit a response to the report and/or the Chair's letter. The report, letters and responses, if any, will be included in the evaluation portfolio that is submitted to the Dean by March 1. Both reports should specifically address teaching, scholarship, and service along with any areas of concern. In order to maintain a standard review schedule, faculty members who begin their service to the University in a spring semester will include their first semester as well as their second (fall) semester in their first-year review.
- F. Second year: This evaluation will focus on the two-semester period prior to the filing date. The evaluatee will submit a portfolio of materials (see [Appendix C: Portfolio](#)). The portfolio is due to the department Chair by February 1. Within one week, the Chair will make the portfolio available for review by the full-time members of the department. A peer review will be done at a department meeting, and a tenured faculty member chosen by the evaluatee will submit a written report of the meeting to the Chair, with a copy to the evaluatee. The department Chair will write a separate evaluation of the evaluatee's portfolio. The evaluatee may submit a response to the report and/or the Chair's letter.

The report, letters and responses, if any, will be included in the evaluation portfolio that is submitted to the Dean by March 1. Both reports should specifically address teaching, scholarship and service along with any areas of concern.

- G. Third year: Pre-Tenure Review. The Committee on Promotion and Tenure will evaluate each eligible non-tenured faculty member's progress toward tenure during the spring of the faculty member's third year at Niagara University. The review will focus on the faculty member's record of teaching, scholarship and service since their date of hire. Faculty members who, at the time of initial appointment, have been granted a one-year credit toward tenure will be evaluated during the spring of the faculty member's third year. Faculty members who, at the time of initial appointment, have been granted two or more years of credit toward tenure will have the option of being evaluated either in the spring of their second year at Niagara University or the spring of their third year at Niagara University. Faculty members who receive a terminal contract in the second year of appointment will not be eligible for pre-tenure review. Non-tenured faculty members will undergo a pre-tenure review no more than once before applying for promotion and/or tenure.
1. The portfolio is due to the department Chair by February 1 (see [Appendix C: Portfolio](#)). Within one week, the Chair will make the portfolio available for review by the full-time members of the department. A peer review will be done at a department meeting, and a tenured faculty member chosen by the evaluatee will submit a written report of the meeting to the Chair, with a copy to the evaluatee. The department Chair will write a separate evaluation of the evaluatee's portfolio. The evaluatee may submit a response to the report and/or the Chair's letter. The report,

letters and responses, if any, will be included in the evaluation portfolio that is submitted to the Dean by March 1.

2. The Dean will submit the portfolio, along with his/her recommendation to the Committee on Promotion and Tenure by April 1. The Committee on Promotion and Tenure will review all applications employing the same criteria for determining promotion to the next highest rank, but with the recognition that they are evaluating based on a five-semester period rather than a ten-semester period, and will provide an appraisal of each applicant. The Co-Chairpersons will then notify the applicant of the committee's evaluation and provide a brief, written summary of the perceived strengths and weaknesses of the applicant's portfolio. Where appropriate, developmental recommendations to the applicant should be part of the summary. The committee will recommend—based on a previously established, consistent process—a bonus of up to \$1,000. This is a one-time award and is not added to the faculty member's base salary. Based on the recommendation, the Co-Chairpersons of the Promotion and Tenure Committee will determine the awarding of the bonus. The merit of the decision to award a bonus is not subject to the grievance procedure.
3. At the end of the pre-tenure review process, the Promotion and Tenure Committee will determine if a candidate has or has not made satisfactory progress toward tenure. In an instance where a candidate is judged by the Promotion and Tenure Committee as not making satisfactory progress, the report from the

committee will clearly identify the areas of need. The candidate will develop a plan of action to address these areas of need. This plan of action will be shared with the Dean and Chair by October 1 of the candidate's fourth year. All candidates who have made satisfactory overall progress toward tenure need not submit to a departmental peer evaluation. They should, however, continue to gather summaries of student evaluations and other evidence of teaching, scholarship, and service.

- H. Fourth and fifth years: The Promotion and Tenure Committee may recommend that candidates who have been judged to have made satisfactory overall progress toward tenure need submit only a brief portfolio containing a curriculum vita, self-evaluation, student evaluations and classroom visitation reports for the fourth and fifth year annual reviews. The Chair will meet with the faculty member to discuss the self-evaluation and student evaluations. The Chair will submit a brief report by April 1 on the faculty member's progress toward tenure to the Dean who need not meet with the evaluatee unless some deficiency is noted in the Chair's report. Candidates who have been judged not to have made satisfactory overall progress in the pre-tenure peer review process are required by the Promotion and Tenure Committee to submit the full annual peer review and portfolio in years four and five to the Dean and Provost.
- I. Sixth year: Process for Promotion and Tenure: see [ARTICLE XX](#).

Article XX. PROCESS FOR PROMOTION AND TENURE

Tenure

Tenure is a status that provides for the continuous appointment of a full-time faculty member, signifying the right of the faculty member to hold his or her position until terminated by resignation or retirement or under provisions of this Agreement or university statutes.

The decision to award or deny tenure will typically be made at the end of six (6) years' service as a full-time faculty member at Niagara University except:

- A. In cases where credit for prior service at another institution has been granted, the tenure decision will typically be made no earlier than the year when the total of service at Niagara University plus credit for prior service is six (6) years nor later than at the end of six (6) years of tenure-track service at Niagara University.
- B. If at the end of the sixth year of service the University does not award tenure, the retention of the faculty member for the seventh year cannot be construed as awarding tenure. The Committee on Promotion and Tenure shall have the option of recommending that the candidate not be allowed to reapply in his or her seventh year.
- C. If tenure has been denied in year six and in year seven, but the faculty member is nonetheless re-appointed, then tenure shall be automatically awarded if the University offers a contract for a full-time, teaching position beyond eight (8) consecutive years from the first full academic year of full-time teaching on a tenure-track line.
- D. If a faculty member serves three years as a non-tenure track faculty

member (e.g., Instructor or Faculty Fellow) and then is appointed as a tenure-track faculty member, the appointment letter will specify the year for tenure review. However, the decision to award or deny tenure will be made no later than at the end of six (6) years of service as a full-time tenure-track faculty member at Niagara University. **Note to those hired before Fall 2018:** In any instances where a faculty member has been hired on a tenure-track line after three years of service on a non-tenure track line (e.g., Instructor, Faculty Fellow) automatic conferral of tenure will occur at the commencement of year nine of full-time teaching at Niagara University.

- E. In cases where the faculty member has had a paid leave of absence, the Provost will inform the faculty member in writing whether the leave will be included in the computation of years of service or not. (see [ARTICLE XXVII. LEAVES](#)).
- F. In cases where the tenure clock has been stopped, circumstances may make it necessary to extend the period before the tenure decision. Stopping the tenure clock must occur within the first five years of service. Stopping the clock may occur for no more than two (2) one-year periods. Examples of such circumstances would include, but are not limited to, extended absence or disability due to illness, injury, birth or adoption of a child, or acute family responsibilities (see [ARTICLE XXVII. LEAVES](#)). Stopping the clock requires the written recommendation of the faculty member's Chairperson and Dean and the approval of the Provost. When the faculty member receives an extension of the period prior to the tenure decision, but does not take a leave of absence, years of service for promotion and retirement are not affected.
- G. Outstanding performance as a teacher may be judged to compensate for scholarly research that is deemed to be less than substantial.

Requests for consideration under this provision shall initiate with the applicant and shall be documented in the initial application. Such applications shall not originate with the Committee on Promotion and Tenure. The department and the Dean will undertake assessments of the applicant's teaching effectiveness. The applicant may name additional persons to sit with the department in making this evaluation.

- H. In rare instances, an Assistant Professor may apply for promotion to Associate Professor and Tenure one year early; it is not the intent of this clause to shorten time to tenure for all faculty applicants by one year. This process is predicated on the faculty member receiving a pre-tenure review that determines his or her performance is "excellent" across all three categories of evaluation. Prior to submitting a letter of intent to apply one year early, the faculty member must consult with his or her Chair and Dean; in order to proceed with this early application, both the Chair and Dean must be supportive of the faculty member pursuing tenure and promotion one year early. The Dean, in consultation with the Chair, must identify a clear institutional benefit to removing one year from the promotion and tenure process (e.g., retention of the faculty member, positioning the faculty member for an expanded leadership role, etc.). It is important to note that a faculty member proceeding through the complete review process for tenure and promotion one year early, during his or her fifth year of appointment, but who is not granted tenure and promotion, will only have the sixth year of employment as a terminal year should a second application for tenure and promotion also yield a negative outcome. If

a faculty member pursuing tenure one year early withdraws his or her application before the President renders a recommendation to the Board of Trustees, the application for tenure will suffice as the intent to apply for tenure and promotion during his or her sixth year of employment, and the remaining terminal year shall not be lost.

- I. Appeals made under the provisions of this article are not to be considered grievances under this agreement. Only alleged violations of the procedure set forth or allegations of arbitrary or capricious application of the terms of this article may be subject to the grievance procedure.

Process for Faculty Promotion and Tenure (P & T)

1. A faculty member who believes that he or she has satisfied the requirements for the award of early tenure and promotion or promotion to Professor must submit a letter of intent to apply for promotion or tenure to the Co-Chairs (via the Provost) of the Committee on Promotion and Tenure on or before March 15. Those eligible for tenure should submit a letter of notice on or before March 15 of the calendar year when the portfolio is due.
 2. In exceptional cases, where an apparently deserving faculty member, as a matter of principle, is unwilling to apply for promotion, the departmental Chairperson, after consulting with the member, may initiate the application.
- A. A faculty member who believes that he or she has satisfied the requirements for promotion and/or the award of tenure will submit a portfolio outlining his or her qualifications as defined in [Appendix C](#). The application will be forwarded directly to the Co-Chairs (via the Provost) of the Committee on Promotion and Tenure by 5:00 p.m. on or before September 15th. Concurrently, the applicant will send a copy

of the application and supporting documentation to the department Chairperson by 5:00 p.m. on or before September 15th.

- B. Applications submitted after 5:00 p.m. on September 15th will not be accepted. An application for promotion or tenure, once initiated, must be forwarded through the channels prescribed herein to the Board of Trustees for a decision unless the applicant requests in writing that his or her application be withdrawn.
- C. The Chairperson¹ of the applicant's department will convene a departmental meeting for the purpose of peer review. The applicant may appear at the departmental meeting to make a presentation and answer questions. The applicant will then withdraw from the meeting. All full-time faculty members, other than the applicant, may participate in the ensuing discussions. However, only tenured members may vote in a secret ballot to determine the department's position. The applicant may not participate in that balloting. A tenured faculty member of the applicant's choice will add the departmental recommendation and the rationale to the portfolio, with a copy to the applicant, on or before October 10th. The departmental recommendation will also be submitted to the Chairperson of the Committee on Promotion and Tenure by October 10th.

¹When the Chairperson is an applicant, a Chairperson *pro-tempore* will be appointed to conduct and report the results of the peer review of the Chairperson.

- D. The applicant's Chairperson will also add his or her personal recommendation to the portfolio, with a copy to the applicant. The portfolio will be submitted to the Dean on or before October 10th. The Chair recommendation will also be submitted to the Chair of the Committee on Promotion and Tenure by October 10th.
- E. The applicant may submit a letter in response to the evaluations by the department and/or Chairperson to the Committee on Promotion and Tenure on or before October 17th with concurrent copies to the Chairperson, Dean, and Co-Chairs (via the Provost) of Promotion and Tenure.
- F. The Dean will submit a letter recommending approval or denial together with the reasons therefore to the Co-Chairs (via the Provost) of the Committee on Promotion and Tenure on or before November 20th. The Dean's letter will be an independent assessment of the applicant. A copy of the Dean's letter will be furnished to the applicant on or before November 20th.
- G. The applicant may submit a letter in response to the evaluations by the Dean to the Committee on Promotion and Tenure on or before November 27th or the Monday following Thanksgiving Recess, whichever is later with a concurrent copy to the Dean.
- H. The Committee on Promotion and Tenure will convene an initial meeting on or before December 10th. The Committee on Promotion and Tenure will review all applications and provide a recommendation for each. If the Committee recommends that the application should be denied, the co-Chairpersons will notify the applicant on or before February 15th, citing the reasons for the denial. In addition, the co-Chairpersons' letter will offer the applicant the following options: (1) the applicant may take no action; (2) the applicant may submit an appeal to the co-Chairpersons (see below); or (3) in the case of

promotion only, the applicant may withdraw the application. This is the last moment in the review process that an applicant may withdraw his or her application. By withdrawing an application, the applicant will automatically be reconsidered for promotion the following year. A tenure application may not be withdrawn except in the instance of early promotion and tenure application.

- I. The applicant may submit an appeal to the Committee on or before February 25th. If the appeal includes evidence or material that had not been considered by the Committee, the co-Chairs will reconvene the Committee to reconsider its judgment. If the appeal simply takes issue with the judgment, it will be added to the application file.
- J. After the final Committee action has been taken, the Provost will add his or her personal recommendation, in writing, to each application and forward all applications to the President. If the Provost recommends denial of an application on which the Committee on Promotion and Tenure has rendered a favorable judgment, or recommends denial of an appeal, he or she will inform the applicant of the reasons therefore on or before March 15th.
- K. The applicant may then submit an appeal to the President on or before March 25th.
- L. The President, after considering any appeals, will add his/her recommendations and forward all applications to the Board of Trustees on or before April 15th. If the President recommends denial of an application, the applicant may submit a written appeal of the President's recommendation on or before April 25, which will be added

to the application for consideration by the Faculty Personnel Committee of the Board of Trustees. Appeals received after April 25 will not be considered. The applicant will also be offered the opportunity to make a personal appearance before the Faculty Personnel Committee. The Faculty Personnel Committee will then make its recommendations to the Board of Trustees. The President will not participate in the voting on the recommendation of the Committee.

- M. The Board of Trustees will render the final decision on all applications for promotion and tenure. The merits of its decisions are not subject to the grievance procedure. The announcement of the decisions by the Board of Trustees shall be made on or before June 15th.
- N. In a case in which the President has recommended approval of an application for promotion or tenure, and the Board of Trustees denies such application for factors other than professional or academic qualifications, the applicant may submit, on or before July 15th, a written appeal of that denial to the Faculty Personnel Committee of the Board of Trustees. The applicant will be offered an opportunity to make a personal appearance before the Faculty Personnel Committee. The Faculty Personnel Committee will then make a recommendation to the Board of Trustees for its decision at its next meeting. Any decision will be retroactive to the first day of the fall semester.
- O. The Provost will report in writing the final disposition of all applications for promotion and tenure to the members of the Promotion and Tenure Committee and to NULTA's President.
- P. Appeals made under the provisions of this article are not to be considered grievances under this agreement. Only alleged violations of the procedure set forth or allegations of arbitrary or capricious application of the terms of this article may be subject to the grievance procedure.

- Q. Should a faculty member be involved in a Title IX charge and/or involved in an ongoing HR investigation during the tenure process, the process may be paused or suspended for a period of up to thirty (30) days until the matter is resolved and the outcome is determined. If the investigation demonstrates good cause, such a decision could be extended for additional thirty-day periods by mutual agreement.

Committee on Promotion and Tenure:

The co-Chairpersons of the Committee on Promotion and Tenure are the Provost and a faculty member elected by the members of the Committee on Promotion and Tenure at the first meeting of the academic school year. The co-Chairs will manage meetings and co-write all letters to the applicants. It is the responsibility of the faculty members of the Committee to thoughtfully examine the evidence presented in the faculty portfolios and to make recommendations to the President on the merit of all applications of promotion and/or tenure.

- A. There will be ten (10) members and 2 at-large alternates elected by all tenured faculty. The composition will be as follows:
1. One (1) tenured faculty member from the Departments of Biology, Chemistry, Computer and Information Sciences, and Mathematics.
 2. One (1) tenured faculty member from the Departments of Criminal Justice, Political Science, Psychology, Sociology and Social Work.
 3. One (1) tenured faculty member from the Departments of Communication Studies, English, Theatre, Modern & Classical Languages.

4. One (1) tenured faculty member from the Departments of History, Philosophy, and Religious Studies.
 5. One (1) tenured faculty member from the College of Hospitality, Sport, & Tourism Management.
 6. One (1) tenured faculty member from the College of Nursing.
 7. Two (2) tenured faculty members from the College of Education, one from the Department of Teacher Education; and one from the Department of Professional Studies or the Ontario Program.
 8. Two (2) tenured faculty members from the Holzschuh College of Business Administration: one from the Departments of Accounting or Economics/Finance; and one from the Departments of Management or Marketing.
- B. If an elected member anticipates that she/he will be unable to attend the scheduled committee meetings, that person's place on the Committee will be assumed by an alternate. The alternate member will have access to all of the documents made available to the rest of the Committee and will participate fully in all decisions reached by the Committee.
- C. Committee members should not act as advocates for applicants; however, they may contribute appropriate evidence to the discussion not reflected in the portfolio, or evidence that clarifies points presented within a portfolio.
- D. Recommendations to the President are determined as a simple majority vote by secret ballot.
- E. Information in a faculty member's official personnel file should not be used by the Committee to arrive at its recommendation. The

Committee's recommendation should be based only on the criteria stated in this Collective Bargaining Agreement.

- F. No faculty member may serve more than two (2) consecutive two-year terms.
- G. No faculty member may be promoted while serving as a member of the Committee.
- H. Each academic year, the Committee's initial meeting will occur on or before the last day of the fall semester.

Article XXI. POST-TENURE REVIEW

All tenured faculty must participate in the evaluation process outlined in this article. The primary purposes of evaluation are to foster the improvement of instruction and the total educational environment. A secondary purpose of evaluation is to form a basis for future administrative decisions such as retention and promotion. The three principal areas of faculty contributions to be evaluated- teaching, scholarship, and service- are all to be valued in the evaluation process with excellence in each determined through the process described below.

Evaluation Process for Tenured Faculty: Post-Tenure Review

- A. Evaluation will focus on the period since the last review prior to the semester of filing and will be completed the fifth year after the conferral of tenure and quinquennially thereafter. Faculty will be reviewed employing the same criteria for determining promotion to the current rank held by the faculty member, but with the recognition that the evaluation is based on a five-year record of performance within that rank. The administration will give NULTA a list of all faculty and the year of scheduled evaluation. The administration may, with consent of the faculty member, adjust the list periodically to achieve balance.
- B. Portfolio: The faculty member being evaluated will complete a portfolio of materials to support evidence of teaching, scholarship, and service (See [Appendix C: Portfolio](#)).
- C. Student Evaluation: It is the responsibility of the department Chair to ensure that student evaluations are administered every semester in all sections of all courses. A person other than the evaluatee will attend the class after mid-semester and distribute the evaluation forms. Each faculty member will use the University-wide Student Perception Survey. After students complete the forms, the person administering

the forms will collect the forms and return them to the department Chair in a signed and sealed package. Alternatively, a faculty member may elect to use online student evaluation forms. The Dean will have the right to review the forms. The Chair will provide a summary of the student evaluations to the evaluatee. The evaluatee may submit a response to the department. A copy of the summary and the response, if any, will be included in the evaluation portfolio. The original data entry forms completed by the students will be returned to the faculty member after the semester's final grades are submitted.

- D. Classroom Visitation: As part of the evaluation process, the Chair (or a faculty member designated by the Chair) and the Dean (or a designee) must visit the classroom of the evaluatee. Among these visits, the Dean and the Chair, or their designee, must each conduct one classroom visit during the post-tenure period. The purpose of these visits is to help assess the faculty member's classroom effectiveness. Visits should extend over a period of time sufficient to enable the person to write a valid evaluation. The duration of the visits should be mutually agreed upon but need not exceed two (2) clock hours. The University-wide Chair's and Dean's Classroom Visitation Forms must be made available to the evaluatee before the classroom visit. At the completion of these visits, the evaluators will write an evaluation and will meet personally with the evaluatee within twenty (20) university working days. If the evaluatee wishes, he/she may write a response to the evaluation which will be included in the evaluatee's portfolio. The Dean and the Chair may schedule their visits in alternating years.

- E. The faculty member being evaluated will compile a portfolio of activity in the areas of teaching, scholarship, and service for the period being reviewed (See [Appendix C: Portfolio](#)). The portfolio must be submitted to the department Chair by the first day of the spring semester.
- F. The Chairperson² of the applicant's department will convene a departmental meeting for the purpose of peer review. The applicant may appear at the departmental meeting to make a presentation and answer questions. The applicant will then withdraw from the meeting. All full-time faculty members, other than the applicant, may participate in the ensuing discussions. A tenured faculty member of the applicant's choice will report the departmental recommendation and the rationale supporting it to Dean, with a copy to the applicant, on or before February 1.
- G. The applicant's Chairperson will also submit his or her personal recommendation on each application to the Dean, with a copy to the applicant, on or before February 1.
- H. The evaluatee may submit a response to the report and/or the Chair's recommendation, which will be included in the evaluation portfolio, submitted to the Dean on or before February 15.
- I. The evaluatee will meet with the Dean within twenty (20) university working days to discuss the evaluation. The evaluatee may elect to have another member of the faculty present at this meeting. The Dean shall provide his/her recommendation to the evaluatee. The evaluatee may submit a response to the Dean's comments. The Dean's

²When the Chairperson is an applicant, a Chairperson *pro-tempore* will be appointed to conduct and report the results of the peer review of the Chairperson.

recommendation and the evaluatee's response, if any, will be included in the evaluation portfolio, which is to be submitted to the Provost by April 1.

- J. The Provost will review all portfolios and provide a brief written summary of the strengths and weaknesses of each portfolio. Where appropriate, developmental recommendations to the faculty member should be part of the summary. The Provost will inform the candidate of his/her decision by August 1.
 1. Where a developmental recommendation identifies a need for improvement in teaching, the Dean and faculty member will strive to develop a mutually agreed upon and specific program of development. If such development requires participation in activities such as a course of training, the funding of such activity will be the responsibility of the University. While mutual agreement is the preferred method for improvement, the Dean may recommend to the Provost a mandatory program for improvement of the faculty member under review. If the faculty member objects to the mandatory program, he/she may submit the program to the promotion and tenure committee for adjudication.

After the first cycle of post-tenure review, faculty holding the rank of Professor may choose to do an abbreviated review of their teaching, scholarship, and service. The abbreviated review will include a reflective self-appraisal that summarizes all three areas of faculty contribution in no more than ten pages. If a faculty member elects the abbreviated review, the Provost retains the right to require additional

supporting documentation to effectively evaluate the faculty member's contributions. The Department Chair and Dean of the faculty member's college, or their designees, should assist the evaluatee in presenting a satisfactory review. A comprehensive portfolio will be required for faculty who continue to see opportunities for promotion.

- A. It is expected that all faculty will present contributions in the areas of teaching, scholarship, and service. When the Provost deems that the faculty member has presented a record demonstrating above average activity in any two of the above areas, that faculty member is eligible for a bonus up to \$2,000 (this is a one-time award and is not added to the individual's base salary). Additionally, if any faculty member documents true excellence in either teaching, scholarship, or service, the Provost may award an additional increment to base of up to \$1,000. The University will balance awards among teaching, scholarship, and service.
- B. The decision to award a bonus or increment to base is not subject to the grievance procedure.

Article XXII. DEPARTMENTAL CHAIRPERSONS, DIRECTORS, AND COORDINATORS

Qualifications

A nominee for the office of Chairperson at Niagara University:

- A. Must be a full-time tenure-track faculty member;
- B. Must hold assistant, associate, or professorial rank;
- C. Must have served two years as a full-time tenure-track faculty member at Niagara University, or demonstrate other comparable experience;
- D. Must have demonstrated leadership and organizational abilities.

Duties and Responsibilities to be Handled or Delegated

- A. Personnel
 - 1. Participate in the recruitment of departmental faculty applicants;
 - 2. Coordinate department members' specific course assignments in consultation with department members. The Chairperson has the authority in deciding the course assignments and teaching schedules that best serve the University, department, and its students, subject to the Dean's review and approval.
 - 3. Direct the work of all non-instructional personnel assigned to a department;
 - 4. Evaluate all non-tenured and tenured faculty members in accordance with the policies and procedures established by the University and by this agreement; it is the responsibility of the

department Chair to ensure that student evaluations are administered every semester in all courses. The Chair will provide a summary of the student evaluations to the evaluatee. When the Chair deems necessary, a review of the evaluations will be discussed with the evaluatee.

5. Encourage opportunities for faculty development;
6. Communicate with department members on all important departmental matters;
7. Call and preside over at least one department meeting per semester and such additional meetings as needed. The minutes of such meetings shall be transmitted to the department members and the Dean.

B. Program Development

1. Implement the advisement systems established by the department, the college, and the University;
2. Ensure that the Chair or full-time faculty designee(s) staff attend all orientation advisement sessions;
3. Facilitate the on-going evaluation and revision of program coursework to ensure instructional expectations, delivery methods, instructional materials, and outcome measures are current and forward thinking.
4. Schedule semester and summer departmental course offerings, subject to the Dean's review and approval. This process shall be administered in accordance with university policies and procedures.
5. Facilitate the annual evaluation of programs utilizing departmentally agreed upon outcomes assessments;

6. Coordinate department faculty service in university and college-sponsored programs to recruit and retain students;
7. Coordinate with the director of the library those departmental activities which require library resources and services to support the program.
8. Ensure or designate responsibility for providing appropriate, accurate and up-to-date information on the department webpage and in all catalogs and other media, per established university policy and procedure.

C. Additional Duties

1. Prepare, administer, and annually evaluate the departmental supply and expense budget after consulting with faculty and administration;
2. Consult with the Offices of Institutional Research, Career Services, and Institutional Advancement to communicate programmatic data needs in graduate and employer surveys;
3. Maintain appropriate departmental records;
4. Coordinate the use of the physical facilities; special equipment, and other appropriate departmental resources;
5. Act as liaison between members of the department and the Dean.
6. Liaise with the Human Resources Department regarding departmental employment matters (excluding those specifically controlled by Academic Affairs), including but not limited to

generally applicable employment policies, disability accommodations, and discrimination concerns.

- D. **Term of Service:** The expectation is that the aforementioned responsibilities will be conducted by the Chair during the academic year. However, Chairpersons shall be available to assist the Dean during summer months at mutually agreeable times. If a Chairperson will not be available for all or part of the summer, he or she will inform the Dean and designate an acting Chairperson to represent the department during the Chairperson's absence.

Selection

The department must convene in the third year of the three-year term of the current Chairperson for purposes of electing a Chairperson. Only tenure-track department faculty members and department Faculty Fellows shall cast anonymous votes to elect the Chairperson. The Dean will notify the department during the first week of the spring semester that an election must be held. The department will notify the Dean of the date, time and location of such meetings.

The current Chairperson must solicit nominations for the position no later than two weeks prior to the meeting. At the selection meeting and prior to the vote, the Dean will have an opportunity to address the department, and to discuss the Chairperson's role. The faculty shall vote on the selection of the Chairperson. The Dean shall neither vote nor be present during the vote. The departmental selection for Chair will be forwarded to the Office of Academic Affairs by the Dean, with the expectation that consensus will be reached prior to formal appointment. If consensus is not achieved, the department will reconvene and hold a new vote following the same process as detailed above. No announcement of a new Chair will be made until consensus is reached. The Chairperson will assume responsibilities on June 1.

Performance Evaluation, Review and Removal

- A. The Dean of the College will meet regularly with each Chairperson to discuss operational goals and activities in the department. Joint decisions should be made regarding the direction of the department. Should concerns arise regarding the Chair's performance, the Dean should engage in conversations with the Chair to ensure that expectations are understood and met. If concerns are not addressed through this process, a developmental plan will be created by the Dean for the Chair, to delineate specific and measurable performance expectations. These expectations will be consistent with the roles and responsibilities for Chairs, as defined in the Collective Bargaining Agreement. After each of the above steps has been taken and documented, should the Chair fail to meet performance expectations, actions may be taken by the Dean, in consultation with the Office of Academic Affairs, to rescind duties of the Chair. That faculty member will subsequently return to full-time teaching and the process of selecting a new Chair will be undertaken as specified in the Collective Bargaining Agreement.
- B. A majority of the department's full-time faculty members may recommend, in writing, the Chairperson's removal. Such recommendations may be made in response to the Dean's or any full-time departmental faculty member's initiative. The Chairperson is entitled to submit a response to the department's recommendation. The department will forward the recommendation, accompanied by supporting data and rationale, through the Dean and Provost for their

recommendations to the President for a decision. The President's decision is not subject to the grievance procedure.

- C. If, for any reason, the Chairperson is unable to complete his/her term, the department will elect a successor to serve the remainder of that academic year plus a new three year term of office following the same process as detailed above.

Workload and Wages

- A. Department Chairs will be granted a three credit-hour teaching load reduction per semester.
- B. As stipend for their service, Chairpersons will be paid over the summer in the following manner:
 - (1) For departments with a small workload (fewer than five (5) full-time faculty), compensation shall be \$1,200.
 - (2) For departments with a large workload (five (5) or more full-time faculty), compensation shall be \$1,800.

Directors and Coordinators

Faculty may be called upon to serve in the role of director or coordinator of an academic program or organizational function at the University. The duties associated with these positions will vary and as such, will be detailed in a job description that also cites the term of service for the appointment and any compensation that may be offered.

An opening for a director or coordinator position that is compensated with a course download and/or stipend must be advertised to all full-time faculty. Interviews for the position shall be conducted with at least two finalists and an appointment made from among the finalists. When selecting a director or coordinator, the need for continuity in the position will be considered along with the potential for new ideas and the opportunity to provide faculty members with leadership experiences.

The function of advertising, interviewing and selecting the directors and/or coordinators will be administered by the Provost or his/her designee.

The term of service for positions directly involving students shall be clearly defined. These positions include, but are not limited to: Honors Director, Liberal Arts Director, NUB Coordinator, and Writing 100 Director, but this Article applies to any such position that may be created over the scope of this contract. In the last year of service, the position shall be considered open and will be advertised to the faculty. Incumbents are invited to reapply at that time.

The term of service for positions not directly involving students (e.g. Lead Faculty Member for Faculty Learning Communities, or any such position that may be created over the scope of this contract) shall be clearly defined. Each spring, the position shall be considered open and will be advertised to the faculty. Incumbents are invited to reapply at that time.

NULTA and Administration will work with the Faculty Salary Adjustment Committee to determine a reallocation of resources for directors and coordinators that is agreeable to both parties. This is not intended to involve an expansion or truncation of total resources that are currently allocated to Director and Coordinator positions.

Article XXIII. ACADEMIC ASSOCIATE DEANS

Qualifications

An appointee to the office of academic Associate Dean at Niagara University:

- A. Must be a full-time tenure-track faculty member;
- B. Must hold associate or professorial rank within the college;
- C. Must have demonstrated leadership and administrative abilities.

Duties and responsibilities

- A. Coordinate, implement, and evaluate projects as mutually agreed between the Dean and academic Associate Dean.
- B. Represent the College in the Dean's absence.
- C. Represent the Dean as designated.
- D. Summer Service: The duties and responsibilities of the academic Associate Dean as outlined in A-C above extend into the summer term. As such, academic Associate Deans shall be available to assist the Dean during summer months at mutually agreeable times.
- E. Academic Associate Deans are expected to satisfy the University's expectations for all faculty in terms of teaching, scholarship, and service. Therefore, the academic Associate Dean's duties shall not exceed the workload equivalent of the one-course download.

Selection

Interested faculty who meet the qualifications set forth in this section will be notified by the Dean of the college when the position has been vacated and may apply to the Dean of the college. Academic Associate Deans shall be appointed by the Dean of the college with the approval of the Provost with the position commencing the first day of the fall semester.

Performance Review and Removal

- A. The academic Associate Dean serves at the will of the Dean of the college. If the Dean seeks to appoint a different qualified faculty member to the position, this change shall commence following the selection process and timeline outlined above with the current appointee holding the position until the day prior to the first day of the fall semester.
- B. If the academic Associate Dean elects to resign the position, the Dean may appoint an interim academic Associate Dean with the approval of the Provost to serve the remainder of the academic year and summer.

Workload and Wages

- A. Academic Associate Deans will be granted a one-course unit or three semester-hour teaching load reduction per semester.
- B. Academic Associate Deans will be paid a stipend of \$8,000 to be paid out over the course of the academic year.
- C. Compensation may be modified when the FASC's non-salaried compensation structure is implemented (Fall 2023).

Article XXIV. WAGES

Salary for 2022-2023 Academic Year

Salary for the 2022-2023 academic year will be computed in the following manner:

- A. For new faculty, the salary agreed upon at the time of hiring;
- B. For returning faculty: An increase of 3.5% of the 2021-2022 individual base salary.

Salary for 2023-2024 Academic Year

Salary for the 2023-2024 academic year will be computed in the following manner:

- A. For new faculty, the salary agreed upon at the time of hiring;
- B. For returning faculty: an increase of 3.0% of the 2022-2023 salary.

Salary for 2024-2025 Academic Year

Salary for the 2024-2025 academic year will be computed in the following manner:

- A. For new faculty, the salary agreed upon at the time of hiring.
- B. For returning faculty: an increase of 2.5% of the 2023-2024 individual base salary.

Salary Adjustment

- A. NULTA and the administration agree that (1) the Niagara University faculty consistently engage in exceptionally high-quality scholarship, teaching and service; and (2) that the faculty who received positive work reviews should be compensated commensurate with faculty compensation levels at peer institutions. Presently, all offers to new faculty are established with utilization of CUPA data from the most recent year available and the comparable grouping is Religious Private Institutions. In addition, in considering compensation, typically a regional COLA is not applied relative to the national CUPA data. It is our shared intent that faculty who have reached the fourth year in

their rank as assistant, or in the sixth year in their rank as associate, or the eighth year in their rank as professor, will be paid at 100% of the average salary (mean) of faculty at comparable ranks in peer institutions (comparable universities- see above). Both parties will work toward this goal, within the University's resources.

- B. A salary adjustment committee will be charged with the responsibility of investigating instances of salary inequity among faculty. The salary adjustment committee is advisory to and is chaired by the Provost and will include three (3) representatives chosen by NULTA and three (3) representatives chosen by administration. Each member will serve a three-year term. The committee will meet at least once annually to assess salaries in relation to benchmark comparative data. The committee will be charged with evaluating possible contributing factors to inequity, reviewing faculty salaries identified as inequities, and recommending salary adjustments.
- C. A faculty member who would like to understand their compensation relative to CUPA may request a meeting with HR. After a HR review, if a faculty member believes that there is an inequity in his or her salary, the faculty member must request a review of his/her compensation. The request must be made in writing and be submitted to the faculty salary adjustment committee and the Provost. Any recommendations of the committee are final and cannot be grieved. All recommendations will be communicated to the faculty member, the Chairperson, and the Dean. If requested in writing, the review of compensation will follow the timelines established in Paragraph A of this section. Any recommended adjustments will be applied at the beginning of the

academic year (4th, 6th, or 8th year in rank). Any request for review after the 4th, 6th, or 8th year in rank will be compared to CUPA data from the 4th, 6th, or 8th year in rank. In these instances, any recommended correction will not be retroactive to the 4th, 6th, or 8th year in rank, but instead will be applied to the academic year in which the review and recommended adjustment occurs. 'Salary Inequity' claims based, or partially based, on a claim covered by Title VII, Title IX, or the New York Human Rights law shall first be referred to the Title IX Coordinator for an initial investigation under the University's formal process for such an investigation, after which the Coordinator shall apprise the Provost and the Salary Adjustment Committee regarding any recommended (necessary) remedial action based on such claim, after which the committee may consider any remaining issues and potential salary adjustments.

- D. If a faculty member receives a formal offer of employment from another university or organization, Niagara University has the right to make a counter-offer to that faculty member.

Promotion Increments

- A. Promotion to the rank of Assistant Professor: to be negotiated at time of appointment and to be reflected in the appointment letter issued from Human Resources and/or the Office of Academic Affairs.
- B. Promotion to the rank of Associate Professor: \$3,250 to base salary effective the beginning of the academic year immediately following the promotion.
- C. Promotion to the rank of Professor: \$5,000 to base salary effective the beginning of the academic year immediately following the promotion.

Summer Courses and Academic Year Course Overloads

- A. A full-time faculty member who teaches during the summer session

will be paid \$1,100 per semester hour. If the enrollment at the end of the third class day is sixteen (16) students or more, the faculty member will receive an additional \$500.

- B. A full-time faculty member who teaches an overload during the academic year will be paid \$1,100 per semester hour.
- C. If a course taught by a full-time faculty member during the summer session or as an overload has an enrollment of fewer than five (5) students during the academic year semester, and fewer than three (3) students during a summer session, the offering is subject to review and cancellation at the discretion of the Dean working in consultation with the Department Chair and the instructor of record. In such instances, the faculty member may offer the affected students the option of an individual study as described below. Chairpersons will be paid in the summer in the following manner:
 - 1. For departments with fewer than five (5) full-time faculty - \$1,200
 - 2. For departments with five (5) or more full-time faculty - \$1,800.

Summer Orientation, Summer Admissions Work, Summer Advisement and Summer Registration

Full-time faculty members who participate in summer work pertaining to admissions, advisement, and registration will receive compensation as follows:

- A. For training sessions -\$20/hour;
- B. For academic advisement and testing during Summer Orientation -- \$30/hour.
- C. For reviewing applications and conducting interviews for admissions or

for advisement and registration of new students outside of summer orientation -- \$30/hour. Requests for payment will be processed through the department Chair.

- D. Please note that Chairs are excluded from (C) above as it is part of their normal responsibilities over the summer months. Please also note that if graduate coordinators or graduate directors receive summer compensation for their work, then this subsection of the CBA does not apply.
- E. Faculty members will receive a minimum of two hours pay for each day on which they perform academic advisement.
- F. Faculty participation in other Summer Orientation events outside of advisement and registration, while encouraged, is optional.

Miscellaneous Fees, Reimbursements and Compensation

- A. *Independent Study*: An independent study is a course of study not covered by a regularly-offered course. The student and faculty member will determine predefined objectives/student learning student learning outcomes and decide how the student is going to meet those objectives. The student and faculty member agree on what the student will do (e.g., required readings, research, assignments), how the student's work will be evaluated, and the timeframe for completion. The student must interact with the faculty member on a regular and substantive bases to assure progress within the course or program. The student and faculty member will meet for no more than ten (10) contact hours. A faculty member will be paid \$400 directing an independent study. **No individual faculty member will oversee more than five (5) independent studies without approval from the Dean of his or her college.**
- B. *Individual Study*: An individual study is a course in which a student,

for substantive reasons, is permitted to explore subject matter usually studied in a regularly offered course on an independent basis. The student must interact with the faculty member on a regular and substantive basis to assure progress within the course or program. Normally the student will meet with the faculty member for no more than ten (10) contact hours. A faculty member will be paid \$350 for directing an individual study.

- C. *Independent Research*: An independent research is a course in which a student pursues a faculty-led research project, completed at the quality expected for a professional conference or publication. A faculty member will be paid \$500 for directing an independent research course. Opportunities for independent research for credit must be posted within the department.
- D. *Internship*: An internship is a course in which students participate in an employment experience that integrates knowledge and theory learned in the classroom. Students will gain practical application and develop skills in a professional setting, which will provide them the opportunity to make connections in professional fields they are considering for their career. Internship credit is awarded to students completing 120 hours (40 hours for each 1 credit earned) in a professional setting, which requires an internship contract from Career Services to ensure liability insurance coverage. A faculty member will be paid \$100 for advising an internship. **No individual faculty member will oversee more than five (5) internships without approval from the Dean of his or her college.** Given the expectation that all students will receive experiential credit, including

internships as part of General Education, an MOU will be needed to adjust compensation.

Other Fees for Faculty Services are as follows:

- A. Directing a graduate thesis: \$1,000 each semester;
- B. Internal Dissertation Committee Members: \$500 per dissertation.
Note that Chairing a dissertation is equivalent to 1 semester hour of teaching and according to the CBA, Chairing three dissertation committees is equivalent to three credit hours or "one course load." Therefore, the dissertation Chair cannot receive additional compensation beyond the semester hour assigned for Chairing the dissertation.
- C. Directing an honors thesis: \$1,000 each semester;
- D. Teaching a student in honors-enhanced version of a standard course: \$500 per student
- E. Administering and scoring comprehensive or graduate oral examinations or graduate portfolios: \$50 per student;
- F. Administering a challenge examination: \$50 for one student and \$20 for each additional student examined at the same time.

Payment Schedule

Full-time faculty members are paid semi-monthly. Faculty are paid over nine months (18 pays – September through May) with the option to select a twelve-month payment schedule (24 pays). The payment selection option is renewable in our Office of Human Resources at the beginning of the academic year but no later than September 1st.

Niagara University administration will, during the term of this contract, provide the total compensation for each individual faculty member with regard to salary, overloads, bonuses, stipends, and any other additions or changes to the individual's

standard compensation.

Article XXV. BENEFITS

Niagara University Cafeteria Plan

The Cafeteria Plan allows faculty to select differing levels of benefits and in some cases add and/or delete benefits altogether to design a benefit program that meets their needs at particular points in their life/career. The plan creates a benefits environment that assures that their benefit dollars and the employees' contributions are spent on programs that are meaningful to the faculty member. The goal of a cafeteria plan is to allow the maximum flexibility in benefits selection. From a practical standpoint, of course, all such plans have constraints that apply. These may be legal, mandated by the insurance carriers, or rules imposed to make the plan operate efficiently.

Niagara University will provide \$315 in cafeteria dollars to each faculty member on an annual basis.

Health Insurance

The University self-funds health benefits and offers three plans. Each plan has a single and family option. For reference, the current plans offered are Highmark of Western New York plans POS 200Plus, POS 200 and POS 7200.

Opt Out of Coverage: The faculty member will be allowed to opt out of the University group medical plan and receive an annual payment of \$1,000, which can be included in compensation or used to purchase other benefits. To do so, the faculty member must provide proof of alternative medical insurance.

A. University Contributions to Health Plans for Singles and Families

The University will assume the equivalence of a percentage of the cost of the standard plan (currently, POS 200 offered through Highmark of Western New York) as follows:

Plan Year 2022-2023	80%
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Plan Year 2023-2024	78%
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Plan Year 2024-2025 78%

A plan year is June 1 through May 31.

The University will contribute an amount to an HRA or Health Savings Account (HSA) for most plans. Faculty may use these monies for qualified expenses per IRS guidelines. HRA/HSA payments are prorated based on the date of hire. The following is a schedule of HRA and HSA amounts for eligible health plans to be in effect with the 2023-2024 plan year:

	Single	Family
POS 200 Plus	\$0	\$0
POS 200 HRA	\$300	\$800
POS 7200 HSA	\$750	\$1500

Faculty who enroll in the HDHP for the first time during the 2022-2023 plan year will receive an additional one-time \$1000 University contribution to the HSA.

The university will provide and offer educational opportunities to faculty members for self-funded medical and pharmacy models on a voluntary basis during the 2023-2024 plan year.

Faculty members should review their medical plan description for details of coverage.

B. Health and Wellness

The University is committed to supporting the health and wellness of faculty. Faculty who participate in the University's medical plan are provided with a \$500 wellness card issued through the insurance carrier (currently Highmark of Western New York). Faculty will be required to participate in wellness initiatives, at a minimum an annual physical examination, in order to receive the \$500 wellness card beginning with the 2023-2024 plan year, pending legal and vendor review. Any additional requirements will require an MOU between NULTA and administration.

C. Health Coverage for Surviving Spouses

Surviving spouses of faculty members deceased during active service may remain in the University sponsored health insurance plan of the deceased faculty member for up to one year subsequent to the date of death, by paying the amount paid by active employees.

Subsequent to one year, they will be eligible for COBRA coverage and will be responsible for the full monthly premium.

When eligible, a surviving spouse must enroll and be responsible for premiums, in Medicare Parts A&B as their primary coverage. The surviving spouse may enroll, at their expense, in the University provided Medicare supplement plan, if available.

This benefit is available, provided that the spouse is not eligible for basic health coverage through his/her employment. Eligibility ceases on remarriage.

- D. Health and dental insurance while on short and long-term disability: The faculty member may be enrolled in the University health and dental plans provided the employee was enrolled at the onset of the disability; however, no additional cafeteria or HRA/HSA dollars will be provided unless the faculty member is on approved leave in accordance with provisions of the Family and Medical Leave Act. For a period of two (2) years from the onset of the disability, as long as the faculty member continues to receive long term disability benefits, the faculty member may remain in the health and dental plans paying the active faculty premium rate. After two (2) years, the faculty member will be eligible for COBRA coverage and will be responsible for the full monthly premium(s).

Dental Insurance

A dental plan is available to faculty. The premium is borne 100% by the participant. The maximum benefit payable per year per individual is determined by the plan.

Niagara University Flexible Spending Account (or NUFLEX)

Health Care Expenses

Full-time faculty members may elect a flexible pretax spending account (NUFLEX) for qualified health care expenses, consistent with IRS regulations. Faculty members may contribute to their accounts by electing an amount to be voluntarily withheld from their pay up to the established maximum as determined by the University plan documents. The Office of Human Resources will make available to each participating faculty member a written document outlining the relevant provisions.

Dependent Care Expenses

All full-time faculty members may establish a pretax flexible spending account (NUFLEX) for dependent care expenses. Payroll deductions for dependent care expenses will continue unless the Office of Human Resources receives a written request from the faculty member, to the contrary. Accounts can be established to the maximum as governed by university plan documents and are subject to change. Upon request, the Office of Human Resources will make available to each participating faculty member a written document outlining the relevant provisions.

Defined Contribution Plan 403(b) Plan

A faculty member may participate in a tax-deferred annuity account as of the date of hire. This plan is funded solely by the faculty member and Niagara University does not make contributions into the plan.

After one (1) year of service at Niagara University, a full-time faculty member may participate in the University Defined Contribution account. The faculty member must contribute 3.0% or more of his/her contract salary and the University will contribute an amount equal to 8.0% of the faculty member's base salary. Faculty members have the ability to borrow against retirement monies. Further, at retirement, funds may be withdrawn under the rules established by the plans offered by the University.

Life Insurance and Accidental Death and Dismemberment

The University will provide the option to purchase a level term policy in the amount of \$20,000, \$40,000, \$50,000 or \$100,000 of life insurance. Supplemental life insurance and accidental death and dismemberment (AD&D) coverage for the employee, spouse and dependent child(ren) are also available at employee expense.

Disability Coverage

Full-time faculty are eligible for both short-term and long-term insurance which continues payment of a percentage of the individual's salary in the event of disability.

A. Short-Term Disability

The University self-insures short term disability coverage which is effective for the first ninety (90) days of disability. Full-time faculty receive 100% of their salary for up to the first ninety (90) calendar days of disability. Maximum payment period is 90 calendar days within a 52-week period. This coverage is at no cost to the faculty member.

B. Long-Term Disability

Faculty may purchase long-term disability (LTD) insurance as part of the benefits package. Faculty may use cafeteria dollars to offset the cost of LTD insurance.

Except as noted below, faculty must wait one year from the date of hire to be eligible to participate in a policy sponsored by the University.

1. Faculty who have previously been enrolled in another group long-term disability plan (for example, through a previous employer) may purchase LTD immediately. The waiting period will be waived if the following conditions are satisfied:
2. The individual submits details of the plan to the Office of Human Resources for review.
3. The Office of Human Resources and the commercial disability insurance carrier review the previous plan and assure that it meets the carrier's criteria for previous coverage.
4. The faculty member assumes 100% of the premium.
5. Faculty must adhere to the following procedures to obtain benefits under short- or long-term disability insurance:

6. If a faculty member is disabled, he or she must notify the Chair and Dean, and must contact the University's Office of Human Resources within three (3) consecutive working days to begin short-term disability leave.
7. If a faculty member is disabled longer than 90 days from the initial date of disability, he or she must then apply for coverage through the LTD plan in order to continue receiving benefits. Coverage is obtained by applying through the Office of Human Resources.
8. The determination of eligibility is the responsibility of the insurance provider.
9. For employees who commence receiving LTD benefits and are eligible for full social security benefits, the period of payment will be limited to one year (12 months). At the conclusion of the one year of benefits, the LTD coverage will be terminated.
10. For additional information concerning specific benefits, faculty should review the LTD policy.
11. These disability benefits run concurrently with the Family and Medical Leave Policy (FMLA).

Tuition Remission

- A. After completion of one year of service, a full-time faculty member is entitled to receive full tuition remission for up to six (6) credit hours of graduate or undergraduate course work per semester. Any tuition remission excess of the IRS threshold will be added to the faculty member's W-2 per IRS guidelines. Dependent children (Dependent child(ren): As defined by IRS guidelines) and full-time undergraduate spouses must apply for all New York State and Federal awards and scholarships for which they are eligible. Remission for coursework is

less any scholarships, grants, or tuition assistance from sources other than the University.

- B. Upon eligibility, the spouse of a full-time faculty member is entitled to full tuition remission for undergraduate or graduate courses less any scholarships, grants, or tuition assistance from sources other than the University. Any tuition remission excess of the IRS threshold will be added to the faculty member's W-2 per IRS guidelines.
- C. Upon eligibility, dependent children (Dependent child(ren): As defined by IRS guidelines) of a full-time faculty member are entitled to full tuition remission for undergraduate courses less any scholarship, grants, or tuition assistance from sources other than the University. For study abroad, dependent children will be charged only for the amount by which the tuition paid by Niagara University to the school abroad exceeds the amount of scholarships, grants, and tuition assistance from sources other than Niagara University. If the tuition paid to the school abroad is less than the amount of scholarships, grants and tuition assistance, the difference will be credited to the student.
- D. Dependent children of full-time faculty members who served the University for at least ten years and who have retired while in the service of the University are entitled to undergraduate Tuition Remission.
- E. Dependent children of full-time faculty members who served the University for at least five years and who have died while in the

service of the University are entitled to undergraduate Tuition Remission.

- F. Dependent children of full-time faculty members who have served the University for at least ten years and who are deemed permanently disabled under Long Term Disability while in the service of the University are entitled to undergraduate Tuition Remission. Should the former faculty member be deemed not disabled at any point while his/her dependent child(ren) are receiving Tuition Remission, the Tuition Remission will continue through the end of the give academic year. The former faculty member is not eligible for this benefit if he/she gains any form of other employment.

Any Tuition Remission programs for deceased or disabled faculty members will be the same as for active faculty members, thereby allowing the University to modify the program in alignment with Tuition Remission for active faculty members.

- G. After ten years of service, a full-time faculty member who has no dependent children may, during their term of service, designate one (1) person, related by blood or marriage, for undergraduate Tuition Remission on the same basis as dependent children, providing they have not had a dependent child use the Tuition Remission benefit (Clarification: use of the Tuition Remission benefit means use over and above 30 credit hours of worth of courses – used either during one semester, or over the course of time, by one or more dependent children, not including NUSTEP). The relationship to the faculty member can include a niece, nephew or grandchild (not to exceed the Third Degree of Relationship by blood (consanguinity) or by marriage (affinity). Use of this option is limited to one relative, may be used only once and precludes future utilization for a dependent child (Clarification: use over and above 30 credit-hours worth of courses

used either during one semester or over the course of time, by a designated relative). Taxability of benefits for non-dependents is subject to IRS code regulations.

- H. A full-time faculty member and his or her spouse may take any continuing education course offered by the University tuition free, provided that there are enough paying students enrolled to cover the cost of conducting the course and provided that, in those courses in which enrollment must be limited, no paying student is displaced. Expenses incurred by the University will be the responsibility of the employee.
- I. Dependent children of full-time faculty members who are terminated under the provisions of DISCIPLINE AND REMOVAL FOR CAUSE or [Appendix B](#) and who are matriculated students in an undergraduate program prior to the effective date of the termination will retain their entitlement to undergraduate tuition remission for the balance of the academic year.
- J. With a mutual goal of promoting faculty development while honoring the limited size of the program, full-time Faculty members hired without having earned a terminal degree (PhD, MFA, JD, EDD, DSC, LLM), who have served the University no less than one (1) year, may apply for tuition remission in the PhD program as follows:
 - i. The faculty member reviews with their Dean or Academic Supervisor how the degree will enhance their faculty credentials (not other credentials);
 - ii. The faculty member reviews with their Dean or Academic

supervisor a written 'participation plan' to coordinate the duties of their appointment with participation in a cohort of the PhD in Leadership and Policy, to be annually reviewed to ensure continuing success in the classroom and in the course of study;

- iii. The faculty member applies for admission and is admitted to the program (admission into the program shall be separate from this process, and not subject to grievance).

Tuition Exchange

- A. Full-time faculty members after completion of one-year of service, may nominate their dependent children for participation in the Tuition Exchange Program. While a faculty member may apply for Tuition Exchange during the annual application period (September/October), he/she will only be able to use this benefit after one year of continuous employment has been completed. For consideration to receive the Tuition Exchange benefit, eligible employees must complete their one year of continuous employment prior to the start of the semester the benefit is being requested, based on the Niagara University academic calendar.

Be advised that eligibility does not guarantee approval of this benefit for the faculty member. Approval or certification of this benefit is determined by the Tuition Exchange Selection Committee. The number of approvals is based upon the University's standing within the national Tuition Exchange program. Furthermore, certification by Niagara University does not guarantee tuition exchange acceptance by the host institution. Each institution may set its own standards or conditions on which tuition exchange acceptance may depend.

Should the number of new applications exceed the space available, nominees will be evaluated on a combination of their academic record,

the employee's length of service, and financial need. Decisions will be made by the tuition exchange selection committee. Students exported from Niagara University will receive full or partial tuition remission in accordance with both the policy and availability of openings at individual member universities. Faculty members who have no children, and who meet the requirements articulated above in 7.F. may nominate their one-time designee for participation in the Tuition Exchange Program. Such faculty members may select either the Tuition Exchange Program or Niagara University's Tuition Remission program.

- B. At least one-third of the committee, and no fewer than three faculty members, will be selected by the Committee on Committees to serve on the Tuition Exchange Selection Committee. The committee will be responsible for reporting annually the number of students brought into Niagara University through the Tuition Exchange Program, the number of students sent out through the Tuition Exchange Program, the status of Niagara University as a contributing member of the Program, and the number of students receiving tuition remission to attend Niagara University. It will make available, upon request, these statistics for the prior ten-year period, if available. The committee will also forecast five years ahead, through surveys and other methods, the number of employees likely to be applying for the Tuition Exchange Program. In the event that the Tuition Exchange Program becomes a competitive process for determining which employees from Niagara University are eligible to participate in the program, the committee will publicize a transparent process for the determination of which nominees are

selected for participation. The committee will also engage in planning to ensure that strategies are in place to maintain a balance of incoming and outgoing students through the program, and to ensure that Niagara University maintains its good standing.

Health Services

Full-time faculty members may use the services of University Health Services without charge. This use will be limited to emergencies or minor ailments and is not intended to substitute for the services of the faculty member's physician.

Miscellaneous Services

The University will continue to provide free notary service, Credit Union services, free use of the library, and free use of athletic facilities, other than the Dwyer Ice Arena. The faculty member will have free use of the Kiernan Center during designated periods as determined by the University. The employee will be responsible for established fees incurred for services provided. In addition, the University will continue to provide free parking on campus. The University will make a good faith effort to enforce all parking regulations.

Faculty Support

- A. Fund for Innovation
 1. The University will establish a fund with \$100,000 per academic year for 2022-2023; 2023-2024; and 2024-2025. The fund will be housed in Academic Affairs and will be used for faculty development and innovation in the academic sector. The allocation of this fund is at the discretion of the Provost, by whatever process the Provost determines to be appropriate. It is understood that allocations should involve a competitive process with awards being linked to the strategic plan, with measurable outcomes articulated. It is also understood that any grantees will be expected to generate a white paper following the period

for which the award was granted, highlighting the successes and shortcomings of the experience or the innovation.

2. In concert the Office of Academic Affairs, the President's Office, the Office of Institutional Advancement, and the faculty will embark on a fund-raising initiative that is designed to raise up to \$2 million in endowed funds to support faculty development and innovation in perpetuity. The hope and expectation is to achieve full-funding for the endowed fund by the fall of 2024.

B. Computing Technology

Administration will budget for the purchase of computing technology for each faculty member for each three-year period, during which that faculty member will be able to choose from among four options for computer technology (PC laptop, PC desktop, Apple laptop, Apple desktop). Moving forward, there will be a three-year replacement cycle for faculty computing technology.

C. Conference Faculty Travel:

Faculty travel to a conference to present research will be reimbursed up to \$1,200. Each faculty member may use this travel reimbursement one time during the academic year.

D. Non-conference, Local Travel:

Faculty members who must travel will be reimbursed for mileage at the standard rate for university travel and for parking fees and tolls. When required to remain overnight because of inclement weather or hazardous conditions, faculty members will be reimbursed for the cost

of lodging.

E. Department Budget Allocations

Within a department, each full-time faculty member is allocated \$500 annually from the department budget for academic expenses including but not limited to travel, membership fees in professional organizations, insurance related clinical work. This allocation does not roll over from year to year. It should not serve as the basis for determining the amount of each department budget other than for the purpose of ensuring that there is sufficient funding to a department, at a minimum, to provide funds to each individual full-time faculty member.

F. Faculty Moderators:

Faculty members who are moderators of clubs or organizations will be reimbursed for out-of-pocket expenses previously approved by the functional officer. The approval of such expenses shall be given by the appropriate budget office.

G. Cybersecurity

To ensure adequate cybersecurity, NU Information Technology will provide to a NULTA designee, upon request, access to and information on all storage of academic sector electronic files and data.

H. Electronic Document Management

The University administration will work, during the period of this Collective Bargaining Agreement, toward the implementation of an electronic document management system for academic affairs that includes automated workflows, consistent with best practices. Among other features, documents should be lockable so that a grade change for a specific course can only be generated by the instructor or

approved management.

I. Right to Bid on RFPs

Full-time faculty will have the opportunity to bid for contract opportunities that involve academic content or the production of intellectual property within areas of knowledge, scholarship, or research taught at Niagara University.

Article XXVI. RETIREMENT

Standard Retirement

Eligibility: Standard retirement will be available to those faculty members 60 years of age and older and with at least five (5) years of faculty service to the University. For the purposes of calculating eligibility, one 'year' of service will be understood as one academic year. Full-time faculty who began their service to the University in the spring semester will complete one year of service at the end of the subsequent fall semester.

Standard Retirement Benefits

Health Insurance:

The University will contribute \$500 annually for single health coverage, or \$1,500 annually for family coverage for up to five years. The commencement of five years for these health benefits depends on the semester of retirement.

- Faculty members retiring at the end of the spring semester, a year is designated from September 1 to August 31;
- Faculty members retiring at the end of the calendar year, a year is designated from January 1 to December 31.

This credit applies if the retiree remains in Niagara University's group medical plan.

A retiree or surviving spouse at age sixty-five (65) may enroll in the university-sponsored Medicare supplement plan.

Health insurance benefits will be provided for a period of five years. If at the time of retirement or during the five (5) year period the retiree turns 65, Medicare will become the primary insurance and the Medicare supplement plan will become secondary, if elected. The cost shall be borne by the participant.

After the five-year period, the faculty member or surviving spouse will be offered the option to participate in COBRA, or if Medicare-eligible, in the Medicare supplement plan. Any health insurance programs for retired faculty members who are not sixty-five years or older will be the same as for active faculty members, thereby allowing the University to modify insurance for both retirees and full-time faculty members.

If a married retiree dies during this period of coverage, the surviving spouse may continue to receive the benefit for the balance of the five years or age sixty-five (65) whichever occurs first. The cost shall be borne by the surviving spouse.

Basic Life Insurance:

The basic life insurance for retired faculty members will be the same as for active faculty members thereby allowing the University to modify insurance for both retirees and full-time faculty members. To take advantage of this benefit, the retiree must have been enrolled in the basic life insurance program while a full-time faculty member prior to retirement. The basic life insurance may be continued for a period of five years with the University paying the same percentage of premium as active employees. After five years, the faculty member may convert their basic life insurance coverage directly through the insurance carrier at their own expense.

Defined Contribution Retirement Plan (403(b)):

A faculty member who separates from service will be allowed to remove all funds from the retirement plans whether it be a lump sum, fixed period payout or lifetime annuity, limited only by plan requirements.

Change in Status:

The retired faculty member must notify the University when there is a change in marital status or if he or she accepts other employment and of the benefits for which he or she is eligible.

Change of Address:

The retired faculty must notify the University when there is a change of address.

Tuition Remission:

Tuition remission; any tuition remission programs for retired faculty members will be the same as for active faculty members, thereby allowing the University to modify the program for both retirees and full-time faculty members.

Miscellaneous Benefits

Any miscellaneous benefits for active faculty members will be the same as for retired faculty members, thereby allowing the University to modify these benefits for both retirees and full-time faculty members.

Adjunct Compensation:

Full-time Niagara University faculty members who retire from Niagara University and who then teach on an adjunct basis will be compensated \$4,000 per course. The retiree adjunct may teach up to two courses per semester. The University is under no obligation to offer an adjunct teaching position to a retiree. Niagara University retired faculty members who teach on an adjunct basis will receive full-time parking privileges for the relevant teaching semesters in addition to any other courtesies extended to Niagara University retirees by the University.

Special Retirement

A. Eligibility:

1. A faculty member is eligible for the special retirement benefits described in the Article once he or she has completed at least fifteen (15) years of full-time accumulated faculty service without a break in service of more than five years at Niagara University and is sixty-two (62) to sixty-six (66) years of age at the time of special retirement. For the purposes of calculating eligibility, one "year" of service will be understood as one academic year.
2. A faculty member who has received benefits under the provisions of the University's disability benefits policy is not eligible for special retirement benefits until he or she has returned to work and has completed two (2) consecutive years of service after the disability.
3. An eligible faculty member may set the date for special retirement within the following provisions:
 - a) The effective retirement date must be no later than four years from the end of the semester in which the faculty member first becomes eligible for special retirement.
 - b) The effective retirement date must include a minimum of two full academic semesters of notice.
 - c) The effective retirement date must fall at the end of an academic semester.

4. If a faculty member was approved for special retirement, prior to August 2022, the previous contract language is controlling.
- B. Application Process for Special Retirement: A faculty member who wishes to apply for special retirement must apply by giving written notice to the Provost. The notice must include the effective retirement date, which must fall within the above stated framework for effective dates.
- C. Special Retirement Benefits
1. Compensation

A faculty member who takes special retirement will receive an annual stipend payable for three (3) years following retirement, to be elected at the time of retirement. The annual stipend will be determined as follows:

Two percent (2%) of annual salary at the time of retirement for each year of service at Niagara University to a maximum of forty percent (40%).

The Office of Human Resources will calculate the stipend upon authorization from the Provost.

The CFO will review the calculation for accuracy and approve it prior to payroll processing.

A faculty member who takes special retirement may choose to receive the annual stipend

(a) in 24 semi-monthly installments aligned with the University's payroll processing to begin at the start of the academic semester following the retirement date or

(b) in an annual lump sum payable on January 1, for those who retired at the end of an academic year, or on July 1, for those who retired at the end of the fall semester.

Should the faculty member die prior to receiving the entire amount due under the special retirement provisions of the Collective Bargaining Agreement, payment of the remaining installments will be made to a designated beneficiary or to the estate of the retiree.

2. Benefits

The benefits that continue for retirement are health insurance and basic life insurance, provided the faculty member is enrolled prior to retirement. All benefits except those noted below will end. COBRA will be offered as required by law. The cost for health insurance and basic life insurance will be the same as for full-time faculty members for the duration of this status.

A faculty member who separates from service will be allowed to remove all funds from the retirement plans whether it be a lump sum, fixed period payout or lifetime annuity, limited only by plan requirements.

The following benefits will continue for three years following retirement:

Health Insurance

Health insurance benefits will be provided for a period of three years. If at the point of retirement or during the three-year

period the retiree becomes eligible for Medicare, Medicare will become the primary insurance and the Medicare supplement plan will become secondary, if elected.

Any health insurance programs for retired faculty members who are not Medicare-eligible will be the same as for active faculty members, thereby allowing the University to modify insurance for both retirees and full-time faculty members.

After the three-year period, the faculty member or surviving spouse will be offered the option to participate in COBRA, or if Medicare-eligible, in the Medicare supplement plan. The cost shall be borne by the participant.

If a married retiree dies during this period of coverage, the surviving spouse may continue to receive the benefit for the balance of the three (3) years or becomes Medicare-eligible, whichever comes first. The cost shall be borne by the surviving spouse.

Basic Life Insurance

The basic life insurance for retired faculty members will be the same as for active faculty members thereby allowing the University to modify insurance for both retirees and full-time faculty members. To take advantage of this benefit, the retiree must have been enrolled in the basic life insurance program while a full-time faculty member prior to retirement. The basic life insurance may be continued for a period of three (3) years with the retired faculty member paying the same percentage of premium as an active faculty member. The retired faculty member is required to pay the cost of this coverage timely to avoid cancellation. After three (3) years, the faculty member

may convert their basic life insurance coverage directly through the insurance carrier at their own expense.

3. Change in Status:

The retired faculty must notify the University when there is a change in marital status or if he or she accepts other employment and of the benefits for which he or she is eligible.

Change of Address:

The retired faculty must notify the University when there is a change of address.

Tuition Remission:

Tuition remission; any tuition remission programs for retired faculty members will be the same as for active faculty members, thereby allowing the University to modify the program for both retirees and full-time faculty members.

4. Miscellaneous Benefits:

Any miscellaneous benefits for active faculty members will be the same as for retired faculty members, thereby allowing the University to modify these benefits for both retirees and full-time faculty members.

5. Retired Full-time Faculty:

Full-time Niagara University faculty members who receive retirement benefits from Niagara University and who then teach on an adjunct basis will be compensated \$4,000 per course. The

retiree adjunct may teach up to two courses per semester. The University is under no obligation to offer an adjunct teaching position to a retiree. Niagara University retired faculty members who teach on an adjunct basis will receive full-time parking privileges for the relevant teaching semesters in addition to any other courtesies extended to Niagara University retirees by the University.

Article XXVII. LEAVES

Sabbatical Leave Program

- A. Purpose: The purpose of Niagara University's Sabbatical Leave Program is to improve the general academic condition of the University by promoting activities which will assist faculty members in their teaching, research, teaching and service, or research and service.
- B. Eligibility: A faculty member must be tenured at the time of application. Leaves may be granted for one (1) or two (2) semesters, but shall not be granted for more than one (1) academic year. Eligible faculty members must decide, in consultation with their department, when and if they wish to take a sabbatical leave. Once eligible, a faculty member may elect to apply immediately for a leave or to defer his or her application to any later academic year of their choosing. No approval needs to be sought for such deferments, and the faculty member remains eligible for a sabbatical leave every year following the initial year of eligibility, whether or not he or she applied for a leave. Similarly, if a faculty member's request for a sabbatical is denied, he or she remains eligible to re-apply for a leave in any later academic year.
- C. Postponement of sabbatical: By mutual consent of the Provost and a faculty member granted sabbatical leave, the faculty member may postpone his or her sabbatical leave for purposes that will **directly benefit the University**. A postponed sabbatical leave

under this Article must be completed within two years of the postponement. For example, a sabbatical leave granted for the spring 2022 semester, if postponed under this Article, must be completed by the end of the Spring 2024 semester. Unlike a deferment, as described in section B above, the faculty member must have applied for and have been granted sabbatical leave as described in this Article before requesting a postponement.

- D. Subsequent sabbaticals: Persons who have been granted sabbatical leave under this Article shall be eligible **to apply** for another sabbatical leave during or after the sixth (6th) academic year following the year of the sabbatical leave, which, if awarded, will commence in the following academic year (the seventh year after the year of the most recent sabbatical), unless the sabbatical was postponed in the process defined above. In cases of a postponed sabbatical leave under this Article, the faculty member is eligible **to apply** for another sabbatical leave during or after the sixth (6th) academic year following the year when the faculty member's prior leave would have been completed, had the prior leave not been postponed. If awarded, the sabbatical would commence during the seventh year after the year of the originally approved leave (before it was postponed). For example, if a sabbatical is applied for in the fall 2022 semester and granted for the spring 2024 semester (see below) and it is postponed under this Article until spring 2026, then the next date the faculty member is eligible to apply for sabbatical leave is the first day of the Fall 2029 semester for a sabbatical during AY 30-31. Please refer to the table below as a guide:

Hired Fall 2016	
Year 1 16-17	
Year 2 17-18	
Year 3 18-19	Pre-tenure review
Year 4 19-20	
Year 5 20-21	
Year 6 21-22	Apply for Tenure
Year 7 22-23	Tenured; apply for 1 st sabbatical & awarded in Fall 2002 for AY 2003-2004
Year 8 23-24	1 st sabbatical postponed until AY 05-06 at request of Administration
Year 9 24-25	1 st year post sabbatical award
Year 10 25-26	2 nd year post sabbatical award (but actual year of sabbatical because of postponement)
Year 11 26-27	3 rd year post sabbatical award
Year 12 27-28	4 th year post sabbatical award
Year 13 28-29	5 th year post sabbatical award
Year 14 29-30	6 th year post sabbatical award – apply for 2 nd & awarded
Year 15 30-31	2 nd sabbatical taken

The Office of Academic Affairs is responsible for determining compliance with the provisions of this Article. For example, it is the responsibility of the Provost or his or her designee to evaluate compliance with Section H(5) which provides that “[d]epartments with ten (10) or fewer full-time faculty members may not have more than one (1) faculty member on sabbatical leave at any one time. Larger departments (more than ten [10] full-time faculty members) may not have more than two (2) faculty members on sabbatical leave at any one time.” Therefore, in consenting to a postponement of sabbatical leave that is directly beneficial to the University, the Provost must take reasonable steps to ensure that any such postponement is consistent with the other provisions of this Article, including Section H(5). The Provost’s issuance of a letter consenting to a postponement of sabbatical leave is presumptive evidence of compliance with the other provisions of this Article, including Section H(5).

- E. Years of Service: Periods of sabbatical leave will be included in the computation of years of service at the University.
- F. Compensation:
 - 1. Faculty members on leave under this program shall receive their annual base salaries in full for one (1) semester of leave, or one-half (.5) of their annual base salaries for two (2) semesters of leave. Periods of sabbatical leave will be included in the computation of years of service at the University.
 - 2. Persons on sabbatical leave may receive remuneration from sources outside the University provided such remuneration does not require them to perform services inconsistent with the leave program’s purpose. Faculty members must report the source, terms, and amount of such remuneration to the Provost in detail

sufficient to demonstrate that the goal of the leave has not been altered or postponed in any way.

3. Persons on sabbatical leave shall receive any salary increase or any increase in fringe benefits which they would have received if they had remained in residence. Contributions to retirement, however, shall be based on the leave salary the University pays.

G. Approval of Sabbatical Leave Application

1. All applications for sabbatical leave must be sent to the Provost, with copies to the Chairperson and Dean, no later than September 20 of the year preceding the academic year for which the leave is requested. Recommendations of the Chairperson and Dean will be sent to the Provost, with copies to the applicant, by September 30. The applicant may respond in writing to the Provost by October 8.
2. Sabbatical leave will be restricted to scholarship and research, and in limited cases to service projects consistent with University mission that cannot be conducted (due to location or time requirements and intensity of responsibilities) while fulfilling the responsibilities of a full-time faculty member. Sabbatical leave is not intended for purposes of researching programs and/or program development, teaching development or pedagogical enrichment, or service that can be conducted as a regular part of the faculty member's contributions to the department, college, university, profession, or community. In instances where sabbatical leave is requested for service, the

faculty member must provide substantial evidence supporting the claim that the service cannot be accomplished without the support of sabbatical leave.

3. Each application must include a prospectus of the proposed activities. The proposal shall include:
 - (a) The objective of the leave. Since the purpose of the Sabbatical Leave Program is faculty development, the objective of the leave should be stated in clear and measurable terms as a course of action contributing to faculty development;
 - (b) The length of the leave;
 - (c) The activities to be undertaken during the leave period. The activities should be described in sufficient detail to allow effective evaluation of the application. Such activities may include but are not limited to:
 - i. the publication of books, monographs, articles;
 - ii. the preparation of papers that may be presented to scholarly or professional conferences;
 - iii. the preparation of grant requests which involve scholarly research;
 - iv. the initiation of new scholarly activity, within or beyond one's current area of specialization, which results in the enlargement of one's teaching competence;
 - (d) The value to be derived from the leave for the individual and the University.
 - (e) An application which identifies research as the primary

activity should include any necessary requests for the support of such activity.

4. The Provost will refer all applications to the Sabbatical Leave Review Committee for advice. The Committee will consist of seven (7) full time teaching faculty members with tenure, three (3) appointed by the Provost and four (4) elected by the tenured faculty. The election of the four tenured faculty will take place at the time of the Senate elections. The term of office shall be for two years and two faculty members will be elected each year with the terms to be staggered. No faculty member, elected or appointed, may serve for more than four consecutive years. The Provost will approve or disapprove each application in writing no later than November 1. Reasons for disapproving an application must be stated. Appeals of the decision of the Provost must be submitted to reach the President no later than November 8. The President's decision on appeals will be rendered no later than December 8. In exceptional cases, the Provost may consider an application filed after December 8. Complaints concerning the merits of the decision of the Provost are not subject to the grievance procedure. Only alleged violations of the procedures set forth or allegations of arbitrary or capricious application of the terms of this Article may be subject to the grievance procedure.
5. The program approved for sabbatical leave may be altered by the mutual consent of the applicant and the Provost; any adjustment to the leave based on the disability or FMLA leave of

the faculty member must also be coordinated with Human Resources.

6. Report on the Leave: Within one (1) month of the faculty member's return to the University, he or she will submit a written report of the results of the leave. The report will be submitted to the Provost for placement in the faculty member's personnel file. That report, and the timeliness of its submission, will be utilized by the Sabbatical Leave Committee when evaluating subsequent sabbatical leave applications. No faculty member is eligible for a subsequent sabbatical leave until the leave report for the prior sabbatical is submitted. This includes but is not limited to any adjustment to the leave based on the disability or FMLA leave of the faculty member.
7. Departments with ten (10) or fewer full-time faculty members may not have more than one (1) faculty member on sabbatical leave at any one time. Larger departments (more than ten [10] full-time faculty members) may not have more than two (2) faculty members on sabbatical leave at any one time. If the absence of a faculty member on sabbatical leave cannot be accommodated by a reduction in the department's course offerings or by remaining full-time faculty members carrying an overload, the University will make a reasonable effort to hire part-time instructors or a full-time temporary faculty member.
 - a) in effecting a postponement that is directly beneficial to the University, such a postponement has to be structured in a manner that does not result in violation of the above paragraph.
 - b) determining compliance with Article XXVII.G.7 resides in the Office of Academic Affairs, and it is the responsibility

of the Provost or his/her designee to ascertain compliance with Article XXVII.G.7, Issuance of the postponement letter is indicative of compliance with Article XXVII.G.7.

Leave Without Pay

A faculty member may request a leave of absence without pay for a period of up to two (2) years for compelling reasons. The Provost will approve or disapprove such a leave request based on the applicant's needs, the University's requirements, the applicant's length of service, and other factors that pertain to an individual case.

Faculty taking a leave for one year or more are not guaranteed a pay increase during the leave of absence, unless an agreement has been reached prior to the leave of absence

Leaves With Pay

The Provost may grant leaves with pay for purposes which directly further the University's interests.

Short-Term Disability Leave

If a faculty member is disabled, he or she must notify the Chair or Dean, and must contact the Office of Human Resources within three (3) consecutive days to begin short-term disability leave. This leave runs concurrently with the Family and Medical Leave Policy (FMLA) indicated in this Article. If the faculty member qualifies for short term disability and FMLA, the faculty member may receive 100% salary continuation through Niagara University for up to 90 days. Please see the FMLA leave policy regarding the necessary paperwork required to apply for this leave. A faculty member will receive a maximum of 90 days salary continuation within a 52 week period. If the faculty member continues to be deemed disabled by his or her

physician at the conclusion of his or her 90-day short-term disability and is not enrolled in long-term disability insurance, then the faculty member would go on a leave without pay.

Long-Term Disability Leave

If a faculty member is unable to return to work after 90 days, he or she will be required to apply for long-term disability leave, if enrolled in the insurance at the time of disability.

If a faculty member qualifies for disability benefits under the terms and conditions of the Group Disability Plan between the University and the vendor, and is granted a leave by the insurance company, such member will be considered to be on long-term disability leave. If, after twelve months from the date upon which the faculty member became eligible for disability benefits (onset of disability or the beginning of the 90-day short-term disability leave), he or she remains unable to perform the regular duties of a full-time faculty member, he or she will be subject to replacement. Depending on the circumstances, including the duration of leave from Niagara University, a faculty member in good standing before he or she became eligible for disability benefits may resume his or her rank and prior years of service upon resumption of his or her duties.

Worker Compensation Leave

A faculty member who sustains injuries during the course of employment must notify the Office of Human Resources within 24 hours. If the injury results in lost time from work, the faculty member must also notify his or her department Chairperson and Dean, and the Office of Human Resources. This leave runs concurrently with the Family and Medical Leave Policy (FMLA) indicated in this Article. If the faculty member qualifies for workers' compensation leave and FMLA, the faculty member may receive 100% salary continuation through Niagara University for up to 90 days from the onset of the disability, which is a combination of workers' compensation and Niagara University's salary continuation. After 90

days, the faculty member is required to apply for long-term disability if enrolled in the benefit at the onset of the disability. A faculty member will receive a maximum of 90 days salary continuation within a 52-week period. Please see the FMLA leave policy regarding the necessary paperwork required to apply for this leave.

Family Medical Leave

The University shall comply with the Family Medical Leave Act of 1993 (the FMLA) by adopting a policy providing for FMLA leave as required under the law. In establishing an FMLA policy, the University may take advantage of all rights and privileges granted to employers under the FMLA. Consistent with FMLA, the University shall grant eligible faculty members unpaid FMLA for up to twelve weeks in a 12-month period for the birth of a child and to care for the newborn child within one year of birth; 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; to care for the employee's spouse, child, or parent who has a serious health condition; a serious health condition that makes the employee unable to perform the essential functions of his or her job; or 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;" or twenty-six weeks of leave during a single 12-month period to care for a covered service member's spouse, son, daughter, parent, or next of kin (military caregiver leave). The FMLA is administered by the Employment Standards Administration's Wage and Hour Division within the U.S. Department of Labor, and will supersede this contract language should amendments occur in the law.

Other Leaves under this Article, including leaves without pay, leaves for disability or work-related injury, leaves for child care and parental and family leave, which

would qualify for FMLA leave, shall also be considered FMLA leave and both leaves shall run concurrently. A faculty member granted FMLA leave which would also qualify as a leave under another provision of this Article shall be considered in use of such contractual leave, and the contractual leave and FMLA leave shall run concurrently. A faculty member who desires leave at a time not concurrent with disability may apply for parental and family leave.

Parental and Family Leave

- A. Eligibility: Faculty member is eligible for this leave after one full year of full-time employment as Faculty.
- B. Purpose of Leave: A Faculty member will receive paid time off from work under this leave: (i) to care for a family member of the Faculty member made necessary by a serious health condition of the family member; (ii) to bond with the Faculty member's child after birth or placement with the Faculty member for adoption or foster care, or in some circumstances before the placement or adoption; or (iii) because of any qualifying exigency under the Family and Medical Leave Act (FMLA) arising out of active duty or an impending call or order to active duty in the Armed Forces of the United States for the spouse, domestic partner, child or parent of the Faculty member.

For purposes of this leave, a family member is defined as a legal spouse, domestic partner, child/step-child and anyone for whom the Faculty member has legal custody, parent/step-parent, parent-in-law, grandparent, and grandchild.

- C. Request process: A Faculty member is required to submit request to the Office of Human Resources as soon as possible, but at least 30 days prior to the start of the academic semester for which the leave request falls within when foreseeable. In cases where 30 days' notice is not possible, the request must be received as soon as possible when

the need for leave arises.

In cases of maternity, we request that the Faculty member notify the Office of Human Resources at least 30 days prior to the start of the semester for which the anticipated start of the short-term disability leave falls within.

- D. Duration of Leave: A Faculty member may request up to one academic semester of paid leave in a 52 week period which is determined by a lookback method from the start of the current or prior leave. Under the circumstance where a Faculty member is requesting this leave following short-term disability leave for birth of a child (commonly referred to collectively as maternity leave), then the duration of leave allowed will typically be a combination of the short-term disability leave and parental and family leave for bonding determined by the Faculty members' short term disability start date

Parental and family leave is not eligible to be used concurrently with short-term disability leave, however, FMLA leave shall run concurrently with parental and family leave.

The Provost may grant a Faculty member an extended or additional parental or family leave of absence with or without pay for a period of up to one year (for a total of two academic semesters) within a 52-week period if a Faculty member has exhausted their time under their eligibility under this leave.

- E. Time on Leave and Tenure: Please refer to [Article XIX](#) Section 1F.

Returning to Work from Leave of Absence

Faculty who plan to return to work from a Disability leave (short or long term), Worker Compensation leave, FMLA or Parental and Family leave are expected to provide medical certification supporting their return to work.

At the discretion of the Provost, faculty who return to work at or near the start of a semester will be expected to resume their normal teaching load. Faculty who return to work from a leave of absence during a semester will be assigned duties by the Dean and subject to approval of the Provost when reassignment to the classroom is not appropriate. These duties include but are not limited to, student advisement, assisting admissions and enrollment, recruitment, special projects and participation on committees (i.e. search committees, assessment, etc.). In addition to these assignments, faculty must be present on campus for the required office hours.

Faculty who are scheduled to return to work from a Short Term Disability, Long Term Disability, Worker Compensation, FMLA or Parental and Family Leave of absence during a semester will have the option of requesting a Leave without Pay for the balance of the semester. They will continue to be responsible for the employee contribution for all enrolled benefits. They must return to work at the start of the next semester.

All leaves of absence under this Article are subject to the following conditions:

- A. A faculty member may be enrolled in the University health and dental plans provided the employee was enrolled at the onset of the disability; however, no cafeteria credits will accrue. For a period of two (2) years from the onset of the disability, as long as the faculty member continues to receive long term disability benefits, the faculty member may remain in the health and dental plans paying the active faculty premium rate. After two (2) years, the faculty member will be eligible for COBRA coverage and will be responsible for the full monthly premium(s).

If there is a transition from total to partial disability under the long-term disability leave during the first two (2) years of disability, the faculty member will no longer be eligible to participate in the health and dental plans, and COBRA coverage will apply.

- B. A faculty member who fails to return to work upon the expiration of the leave of absence shall be deemed to have abandoned the job.
- C. A faculty member who engages in gainful employment during a leave of absence, except when the leave is granted for such purposes, shall be deemed to have abandoned the job.
- D. Faculty members on a leave of absence agree to maintain regular contact with the University, keep the University updated with respect to mailing addresses and, where applicable, medical status, and agree to cooperate with reasonable requests for such information from the University.
- E. The faculty member will be considered a full-time active faculty member for purposes of benefit costs and entitlement in accordance with the restrictions, if any, provided by the specific benefit contract written for Niagara University by the insurance carrier. The Office of Human Resources should be contacted with specific benefit questions as it relates to coverage during this status. Faculty members on unpaid leave have the option to revoke or change pre-leave plan elections within 30 days of their leave start date.

Prior to granting a leave, the faculty member and the Provost, in consultation with the Chair and Dean, will agree on whether or not the leave will be included in the computation of years of service to the University or not.

Article XXVIII. INTELLECTUAL PROPERTY

Purpose

To benefit teaching, research, and the public interest, the University and NULTA work together to generate, maintain, and promote intellectual property. This article sets out provisions to enhance faculty awareness of and access to the mechanisms that protect intellectual property; provide guidelines for the establishment of ownership of faculty-generated intellectual property; establish the process for initiating and drafting contracts that set the terms of faculty-university cooperation and joint ownership; and establish a continuing committee to monitor intellectual property law while ensuring that the University and NULTA are best positioned to obtain the benefits thereof. This article addresses intellectual property issues and procedures under U.S. law. To the extent that the law of another nation (for example Canada or Austria) controls a specific factual situation, different rules and procedures may apply. Please note that nothing in this article should be construed as legal advice.

Awareness of Intellectual Property Concepts and Glossary of Terms

A. Intellectual Property

Patents, trademarks, copyrights and trade secrets are different types of intellectual property. They are governed by different laws and serve different purposes.

B. Copyright

Copyright protects original works of authorship fixed in a tangible medium of expression—including, but not limited to, poetry, sculpture, computer programs, teaching materials for either online or in-person teaching (e.g., class notes, lectures, assignments, and activities), and research materials (e.g., proposals, articles, books, book chapters). Copyright protection is controlled by Title 17, U. S. Code; it is available to both published and unpublished works, and certain benefits are

afforded even without registration.

C. Trademark

Trademarks are logos, slogans, and names that identify the source of a product; generally, the more "fanciful" the name, the easier it is to protect. Domain names, when used in conjunction with the sale of goods and/or services, can also derive protection from trademark law. Trademark protection is created by both the laws of the United States (Title 19, U. S. Code) and the State of New York (General Business Law), and protects words, names, symbols, sounds, or colors that distinguish goods and services from those manufactured or sold by others and indicate the source of the goods.

D. Patents

Patents protect inventions. A patent for an invention is the grant of a property right to the inventor, issued by the United States Patent and Trademark Office. The right conferred by the patent grant is, in the language of the statute and of the grant itself, "the right to exclude others from making, using, offering for sale, or selling" the invention in the United States or "importing" the invention into the United States.

There is a very short window for filing patent applications. For that reason, faculty who are seeking patent applications should consult with the Intellectual Property Policy and Rights Management Committee (IPPRMC) who will expedite university review of patent related issues. Inventors should also consult with an attorney prior to publishing or otherwise disclosing an invention.

There are three types of patents:

1. Utility patents, which may be granted to anyone who invents or discovers any new and useful process, machine, article of manufacture, or composition of matter, or any new and useful improvement thereof;
2. Design patents, which may be granted to anyone who invents a new, original, and ornamental design for an article of manufacture; and
3. Plant patents, which may be granted to anyone who invents or discovers and asexually reproduces any distinct and new variety of plant.

E. Trade Secrets

A trade secret exists where there is a formula, pattern, device, or compilation of information, which gives one an opportunity to obtain an advantage over competitors who do not know or use it. To be able to enforce a trade secret, there must have been reasonable efforts to preserve the information in secret. Pursuant to the Defend Trade Secrets Act 18 U.S.C. § 1836 *et seq.*, “no employee (as defined in said Act) shall be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly, or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.”

F. Glossary of Terms in this Article

Additional Resources: Resources not routinely made available to faculty and staff in association with their normal responsibilities, access to which may be conditioned upon entering into a contract with

the University. Examples of additional resources include, but are not limited to, additional funding or tangible resources from university sources, facilities, IT services or server space; assistance from university employees with experience relevant to a proposed venture.

Intellectual Property Policy and Rights Management Committee

(IPPRMC): A body composed of faculty and university staff/administration convened to ensure consistent and current means of effecting the goals of this article.

Joint Research Agreement: An agreement between a faculty member and the University setting the terms of patent ownership, costs, and licensing.

Request Form: Form utilized when requesting additional resources.

Signed, Written Agreement: An agreement memorializing the terms of a faculty member's obtaining additional resources; such agreement can be a simple assignment or rights, or a complex document setting the terms of a joint venture.

Ownership of Intellectual Property and Exceptions

A. Copyrights

1. Except as otherwise set forth below, the copyrights of materials authored by a faculty member are wholly owned by that faculty member. This provision applies to, but is not limited to, the works described in Section 2B. For those materials, no disclosure of copyright to the University is needed, and the University automatically waives ownership.

2. First exception: The copyright to works generated with significant additional University resources shall be deemed the property of both the faculty member and the University; however, such joint ownership shall only be effective upon a signed, written agreement stating that the copyright shall be jointly owned. University resources that are not considered significant or additional include library and basic office equipment usage.
 3. To enable the duplication, display and distribution of syllabi and course materials, (for internal purposes and for accreditation) faculty grant the University a license to duplicate, display, and distribute (within the University and to external accrediting bodies) through print or electronic media, course materials they own for the semester the course is taught, and the grading period following it.
 4. Second exception: If a faculty member assigns the copyright to the University, such assignment shall only be effective upon a signed, written agreement.
 5. In no event shall the above be construed to derogate the University's rights under a non-exclusive license.
 6. Questions and concerns related to copyright ownership are to be submitted to the Chair of the Intellectual Property Policy and Rights Management Committee (IPPRMC), and feedback will be given in a timely manner.
- B. Trademarks
1. Except as otherwise set forth below, trademarks generated and maintained by a faculty member are wholly owned by that faculty member.

2. First exception: Trademarks generated and maintained to offer services by or in affiliation with Niagara University are the property of the University.
3. Second exception: Domain names with site content hosted on the servers of the University, or utilizing the name of the University, must be registered in name of University, and any related trademark is the property of the University.
4. Third exception: A trademark generated with additional resources shall be deemed the property of both the faculty member and the University; however, such joint ownership shall only be effective upon a signed, written agreement stating that the copyright shall be jointly owned.
5. Fourth exception: The faculty member assigns their trademark to University; assignment shall only be effective upon a signed, written agreement.

C. Patents

1. Except as otherwise set forth below, patentable inventions by a faculty member are wholly owned by that faculty member.
2. First exception: Inventions generated with additional resources shall be deemed the property of both the faculty member and the University; however, such joint ownership shall only be effective upon a signed, written agreement stating that the patent shall be jointly owned. Such an agreement shall be considered a joint research agreement. To initiate this process, the faculty member should request that the Intellectual Property

Policy and Rights Management Committee (IPPRMC) provide them with an "Invention Disclosure" form.

3. Second exception: The faculty member assigns the patent to the University; assignment shall only be effective upon a signed, written agreement.
4. Because celerity is important in handling patent applications, the IPPRMC will review and process patent paperwork within 30 days.

D. Trade Secrets

1. Except as otherwise set forth below, trade secrets developed by a faculty member, even if housed on University property (including computers) are wholly owned by that faculty member.
2. Any trade secret incorporating material generated by the University is the joint property of the faculty member and the University.

- E. Online Courses: Online courses, those converted from face-to-face, and other courses designed for delivery online will be hosted on the University-sponsored technology platform. The faculty member will hold copyright until separation of employment at which time it is agreed the copyright may become jointly owned with the University, if the University offers and the faculty member agrees to sell the copyright; resulting in a dual copyright. Upon separation of employment from Niagara University, the faculty member retains copyright, as stated above, and the ability to use the content for instruction at another institution; conversely upon purchase of the copyright Niagara University retains the ability to use these course materials, without the ability to sell the content.

- F. In the event a faculty member is unavailable to teach their copyrighted course, the faculty member, in consultation with department Chair and Dean, will develop a mutually agreeable plan for offering the course.
- G. These copyright agreements are accepted unless a work-for-hire, specially commissioned, or specially contracted work agreement is negotiated separately. Novel, uncovered, and emerging issues will be addressed by the Provost, working with the IPPRMC, as deemed necessary by the parties.

Establishing Joint Ownership: From Idea to Contract

- A. Faculty working on developing intellectual property of any sort should be mindful of the nature of the intellectual property and the manner in which it should be protected; faculty with questions should consult their attorney and the IPPRMC for clarification.
- B. Faculty who would like additional resources shall obtain a copy of a request form from the IPPRMC.
- C. The Dean of the faculty member's college must sign the request form for it to be considered by the University.
- D. The University shall evaluate the request form and inform the faculty member of the decision in a timely manner.
- E. If the University determines that it may provide additional resources, the parties shall negotiate to set the terms of joint ownership, along with other considerations, such as, but not limited to, grants and other pre-existing terms affecting the status of intellectual property; proportion of the ownership; continuing strategies to protect and

promote the intellectual property; ways the IP could be used for the public interest; the nature of the parties' relationship; insurance considerations; liability concerns; the consent required for sale and licensing; the long-term costs of maintaining the IP; and the conditions for reversion and termination.

- F. If the parties cannot come to an agreement, the faculty member is free to seek resources from other sources; however, the terms of negotiations shall remain confidential.

Intellectual Property Policy and Rights Management Committee (IPPRMC)

- A. The voting members of the IPPRMC will be composed of six members equally apportioned between faculty elected by the senate and administration appointed by the President. The committee members shall elect a Chair from among themselves each year. After the first appointment, subsequent members shall serve a three-year term. Committee members may serve one additional term or part thereof.
- B. Permanent Advisory Members: Due to the complex nature of intellectual property law, there shall be three permanent advisory members, selected based on their professional obligation to remain current in the field: the director of libraries, the director of the Office of Information Technology, and the general counsel, who shall be available to educate and advise the committee as needed.
- C. The committee shall maintain a Web page hosted at www.niagara.edu/intellectualproperty, and shall ensure that updated information regarding the University and NULTA's position on IP is set forth and routinely updated. The request form for obtaining additional resources shall also be located on this site.
- D. The committee shall monitor and ensure compliance and advantageous positioning with regard to changes in intellectual property laws and

best practices and shall report to the senate, the President, and NULTA when changes affect existing policies.

Article XXIX. GRIEVANCE

Definitions

- A. A grievance is an allegation by a full-time faculty member, a group of such faculty members, or NULTA that there has been (1) a breach, misinterpretation, or improper application of the terms of this Agreement; or (2) an arbitrary or discriminatory application of, or failure to act pursuant to the terms of this Agreement or of those provisions of the Statutes incorporated by reference into the Agreement. The term "grievance" shall not include:
- (1) Complaints concerning the merits of an appointment, reappointment, promotion, tenure or sabbatical leave decision;
 - (2) Complaints relating to retrenchment except as specified in REDUCTION OR ELIMINATION OF PROGRAMS OR DEPARTMENTS RESULTING IN THE INVOLUNTARY TERMINATION OF TENURED FACULTY;
 - (3) Complaints pertaining to provisions of this Agreement specifically excluded from the grievance procedure.
- B. A grievant is a full-time faculty member, a group of such faculty members, or NULTA, who has initiated a grievance.
- C. A University working day is any weekday when the offices of the University are open for business.

Grievance Procedures

- A. In considering to initiate a grievance procedure, the faculty member should inform NULTA with a written letter to the NULTA secretary that:
1. Identifies which criterion listed in the definition GRIEVANCE 1.A. pertain to the alleged infraction of the contract.

2. Identifies who the faculty member is grieving. In the event that there is a conflict of interest for one or more members of the Executive committee, the executive committee member(s) will recuse themselves.
 3. States the exact article, section, and subsection that was allegedly breached, misinterpreted, improperly applied, arbitrarily applied or applied in a discriminatory fashion.
 4. Includes any communication with or from Administration that will support the grievance.
- B. Once this information has been received, the grievance officer will electronically forward all information and included documents to NULTA's labor attorney to request a legal opinion as to whether (a) what has transpired is covered under the CBA; (b) whether or not what transpired, if covered under the CBA, can be grieved; (c) if it can be grieved, whether it is, in the attorney's legal opinion, a winnable case (d) and possible remedies if NULTA does grieve and win the case. In most instances, NULTA will follow the legal advice of the attorney.
- C. All actions must occur within the time limits specified in GRIEVANCE section 3. Time Limits.
- D. Grievances on behalf of a full-time teaching faculty member: NULTA may present a grievance on behalf of a faculty member or may initiate a grievance without a request by the faculty member.
- E. Informal Procedure

1. A grievant may informally present and discuss a grievance face-to-face with his or her immediate supervisor or the Chairperson of the grievant's department. This meeting shall be held not more than five (5) university working days after the grievance has been presented. Should the informal discussion fail to produce a satisfactory resolution of the problem, the grievant may refer the grievance informally to the next higher level of supervision or he or she may initiate action at the first formal step (paragraph 2.F.(1) of this article below) not more than ten (10) university working days after the meeting.
2. A duly appointed member of NULTA's executive council may informally discuss grievances on behalf of NULTA with a representative of the administrative/academic unit involved in the grievance. Should this action fail to produce a satisfactory settlement of the grievance, and should NULTA deem the matter sufficiently important to warrant further action, the grievance will be moved to the first formal step (paragraph 2.F.(1) of this article below) not more than ten (10) university working days after the meeting.
3. Grievances on behalf of a group of full-time teaching faculty may be discussed informally face-to-face with a representative of the administrative or academic unit involved in the grievance. Should this action fail to produce a satisfactory settlement of the grievance, this group may refer the grievance informally to the next higher level of supervision or the group may initiate action at the first formal step (paragraph 2.F.(1) of this article below) not more than ten (10) university working days after the meeting.

4. Decisions arrived at through informal procedures are not to be regarded as establishing precedents that may be applied in deciding subsequent grievances.
5. Grievances should not be moved from the informal to the formal procedures within fewer than five (5) university working days after informal procedures fail to satisfactorily resolve the grievance.

F. Formal Procedures

1. NULTA's grievance committee will use a dated cover letter, requesting acknowledgment of receipt, to forward in writing to the Provost and the individual being grieved those grievances initiated by NULTA. The Provost or a representative shall meet with the grievant and a NULTA representative within ten (10) university working days from the time the grievance is received as determined by date of acknowledgement of receipt. The university will forward in writing the decision arising from this meeting to the grievant, and to NULTA's representative within ten (10) university working days subsequent to the meeting.
2. If the grievant is not satisfied with the decision rendered, or if the decision is not satisfactory to NULTA, NULTA's grievance committee will refer the grievance to the President of Niagara University within twenty (20) university working days of the decision's receipt. Within ten (10) university working days of receipt of the grievance, the President or his representative will convene a meeting for the purpose of resolving the grievance;

present at the meeting will be the President of Niagara University or his representative, the grievant(s), and NULTA representatives. The President shall make a decision and render it in writing, within ten (10) university working days, to the grievant and to NULTA's representatives.

3. In the event that arbitration is to be sought, NULTA as the grievant's representative, will notify the President of Niagara University of the intent to appeal the President's decision to binding arbitration; such notification is to be given, in writing, within fifteen (15) university working days from the date of the President's decision. The arbitrator shall conduct a hearing and render a decision which shall be binding upon all parties. The arbitrator's fees and other expenses of arbitration shall be shared equally by the parties.
4. Arbitrators shall be selected on an *ad hoc* basis as circumstances warrant. When the President of Niagara University is notified of intent to arbitrate (paragraph 2.F.(3) of this article above), NULTA will designate a representative to meet with the President, or his representative, for the purpose of selecting an arbitrator from lists provided by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). Such selection will be made by mutual agreement of the parties making the selection. AAA or FMCS shall provide a panel of seven (7) arbitrators from which an arbitrator will be selected. Each party may reject only one such panel. Once the list has been furnished, parties will select the arbitrator within ten (10) university working days. The method of selection shall be that the party requesting arbitration shall strike one (1) name. The other party shall then strike one (1) name. This procedure shall be repeated until one

(1) arbitrator remains. The arbitrator shall be requested to issue his or her decision within thirty (30) university working days after the hearing is concluded. If either party desires a verbatim record of the proceeding, it may cause such a record to be made and a copy of that record furnished to the other party and to the arbitrator. Costs of this work will be borne by the party requesting the verbatim record. The arbitrator shall rule only on grievances concerning the interpretation or application of this Agreement and such provisions of the statutes that are incorporated by reference in this Agreement. The arbitrator shall hear the issues and make decisions binding on all parties on all issues. The arbitrator shall have no power or authority to alter, modify, add to or subtract from the provisions of this Agreement.

Time Limits

- A. If the date of the occurrence which gives rise to a grievance or the date on which the grievant became aware of or should have become aware of such occurrence falls in the period from September 1 to May 31, the grievance must be initiated within thirty (30) working days of such date. If the date of the occurrence or the date on which the grievant became or should have become aware of such occurrence falls between June 1 and August 31, the grievance must be initiated within thirty (30) working days of August 31. In determining when an individual should have become aware of an occurrence, it is incumbent upon the University to show that a reasonable effort was made to notify the affected persons.

- B. Time limits will be measured from the date a written action is received by registered or certified mail or by hand delivery (receipts required).
- C. Failure of the grievant or NULTA to take appropriate action within the time limits prescribed will constitute a bar to further action under this Article.
- D. In the event that the University does not meet the time limits for processing grievances specified in paragraph 3.A. (this article, above) and elsewhere of the grievance procedure or in the event that the University does not act upon the grievance, the grievance may be advanced to the next step in the grievance procedure at NULTA's discretion.
- E. The parties involved may mutually agree to extend time limits specified in this Article. They will defer action on grievances that are initiated during those months when parties involved in the grievance process are not likely to be available, or on grievances which extend into such periods, until the earliest time that all parties to the grievance are available.

Miscellaneous

- A. Nothing in this Agreement shall be construed as compelling NULTA to pursue a grievance beyond that point that it has determined a satisfactory resolution has been achieved. However, this shall not be construed as depriving the grievant of the right to pursue the matter further through other means that do not conflict with the terms of the Agreement.
- B. No reprisals shall be taken against any participant in this grievance procedure.

- C. Grievance records shall not become part of an individual's personnel files, official or unofficial, unless specifically requested in writing by the individual.
- D. All grievances shall be filed through NULTA's secretary.
- E. All adjustments of grievances arising from the provisions of the Agreement shall be retroactive to the effective date of the action giving rise to the grievance. This standard applies to back wages, salaries and benefits.
- F. The University agrees to provide NULTA with available information necessary to process a grievance.

Article XXX. DISCIPLINE AND REMOVAL FOR CAUSE

Disciplinary Procedures

Grounds for Discipline. The purpose of this policy is to establish the methods and procedures to be effected by an academic supervisor (e.g., Dean, Provost), working with appropriate administration, (e.g., Human Resources, Public Relations, Title IX Coordinator, Discrimination Complaint Officer, Lobbying Officer, Whistleblowing Officer) when a faculty member is identified as engaging in unacceptable behavior as defined by the Collective Bargaining Agreement and/or any conduct that is not consistent with mission (not be so interpreted as to constitute interference with academic freedom) or not in accordance with the established policies and procedures of the University. To the extent reasonably possible, changes to unacceptable behavior are to be corrective in nature.

- A. **Disciplinary Steps:** A disciplinary action may be initiated at any step. The progressive disciplinary steps are as follows (1) Conference (2) Written Warning, potentially with mediation (3) Intermediate Sanctions (4) Removal for Cause.

1. **Step 1: Conference**

At the discretion of the academic supervisor a conference may be conducted with a faculty member. The academic supervisor will review the concern with the faculty member, and will inform the faculty member as to what is acceptable conduct. The academic supervisor will inform the faculty member of the required action to address the behavior. The academic supervisor will document the date and specific content of the conference and provide a copy to the faculty member.

2. **Step 2: Written Warning, potentially with mediation**

Based upon the nature of the behavior, or if the behavior persists or escalates then a written warning may be given. If the

written warning is initiated by an academic supervisor other than the Dean, this step will be initiated in consultation with the Dean. An academic supervisor will review the behavior in question with the faculty member and apprise the faculty member of the action that has given rise to initiating a written warning. The written warning will indicate the corrective action needed to address the behavior and the consequences of a failure to address the behavior. A copy of the written warning will be forwarded to the Dean and to the Provost office for inclusion in the faculty member's personnel file.

In the event that the behavior and action of the supervisor is contested by the faculty member, by mutual agreement of the parties, a process of mediation can be undertaken to attempt to facilitate communication, expectations, and resolution of the issue.

Failure to satisfactorily improve, a repeat of the behavior, or other violations of University policy or the Standards of Conduct may result in further University action.

3. Step 3: Intermediate Sanctions

In some circumstances, the violation of conduct does not rise to the level of removal for cause but requires some assessment of sanction beyond a written warning. Permissible intermediate sanctions include (a) suspension without pay (b) suspension with pay (c) loss of compensation related to post-tenure review

(d) removal from positions of leadership (coordinator or director positions) (e) mandatory training.

4. Step 4: Removal for Cause

The removal of any full-time faculty member for cause shall be processed in accordance with the Sections (B) and (C) in this Article.

The Parties acknowledge that certain conduct inconsistent with accepted professional and moral standards may warrant immediate action (written warning, suspension, other mitigation efforts, or proceedings to initiate removal) without first engaging in the progressive discipline steps set forth in this section. It is understood that suspension or termination must be effected by bringing the charges to the attention of the President and NULTA simultaneously.

- B. Procedure: Should the University pursue intermediate sanctions or removal of a faculty member, the following procedure shall be utilized.
1. Investigation of Charges: The President, or his designee, may suspend a member of the faculty pending the investigation of the charges only if immediate harm to the member or others is threatened by continuance in the faculty member's current role. Such a suspension will normally be with pay.
 2. Filing of Charges: Charges against a member of the faculty who has tenure or whose term of appointment has not expired may be made by the President, the Provost/Vice President, a Dean, or by a majority vote of the Board of Trustees itself. Such charges shall be confidentially presented to the President and NULTA simultaneously. The President or his designee shall formulate in writing the charge or charges made against the faculty member and the principal points of such evidence as would support the charge. When the charges relate to one of

the policies in the Policies and Procedures database, all preliminary steps and safeguards of the rights of all parties specified in those policies shall be observed.

3. Informal Resolution of the Charges

- i. The President, or his designee, shall discuss the matter with the faculty member concerned in a private personal conference. If a mutually satisfactory adjustment does not result from this conference, the matter shall be referred to a standing committee charged with rendering confidential advice in such situations. The initial charges may be modified after the private personal conference, if a mutually satisfactory adjustment does not result.
- ii. This Committee on Investigation and Advice shall consist of three (3) faculty members and two (2) alternates elected annually by the tenured faculty from the professorial ranks.
- iii. The Committee shall consult with the President, or his designee, and with the faculty member involved and shall seek to effect a mutually satisfactory adjustment. If no adjustment is reached, the Committee and the President, or the President alone, should there be disagreement between the Committee and the President, will forward the charges to the Hearing Committee.

4. Service of the Charges

Immediately (within five academic days including summer) after informal processes are completed and if the matter remains

unresolved, the President shall have served upon the person involved a copy of such charges simultaneously directed to the NULTA President. At the time of service of charges, the individual shall be notified of his or her right to a hearing by a standing committee to determine whether he or she should be removed from his or her faculty position on the grounds stated. The time and place of such a hearing shall be indicated and the faculty member shall be informed of the procedural rights that will be accorded to him or her. The faculty member shall state in reply whether he or she wishes a hearing, and, if so, shall answer in writing, not less than one (1) week before the date set for the hearing, the charges made against him or her. The person charged shall be accorded not fewer than ten (10) nor more than twenty (20) days from the date of service of charges in which to file his or her answer to them.

C. Hearing on the Charges

1. Hearing Committee: The Hearing Committee shall consist of three (3) tenured faculty members and four (4) alternates, all from the professorial ranks, elected by the tenured faculty. Members and alternates of the Hearing Committee shall not at the same time be members or alternates of the Committee on Investigation and Advice. Either the President, or his designee, or the person against whom the charge is made may request that five members hear the case. In this situation, the President and the person charged may each pick one member from the alternates.
2. The Hearing Committee shall consider the formal charges, written supporting evidence, and the faculty member's written reply to the charges. If the faculty member has not requested a hearing, the Committee shall consider the case on the basis of

obtaining information and shall confirm or dismiss the charges; otherwise, the hearing shall proceed.

3. The President shall have the option of attendance during the hearing. The President may designate an appropriate representative and/or legal counsel to assist in developing the case, but the Committee shall determine the order of proof, shall normally conduct the questioning of witnesses, and, if necessary, shall secure the presentation of evidence important to the case.
4. The faculty member shall have the option of engaging legal counsel, whose functions shall be similar to those of the representative chosen by the President. There shall be a full audio record of the hearing available to the parties concerned. In the hearing of charges of incompetence, the testimony shall include that of teachers and other scholars either from the University or from other institutions. The faculty member shall have the aid of the Committee when needed in securing the attendance of witnesses. The faculty member or his or her counsel and the representative designated by the President shall have the right, within reasonable limits, to question all witnesses who testify orally. The faculty member shall have the opportunity to be confronted by all witnesses adverse to him or her. Where unusual and urgent reasons move the Hearing Committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as the witness's statements, shall nevertheless be disclosed to the faculty

member. Subject to these safeguards, statements may, when necessary, be taken outside the hearing and reported to it. All of the evidence shall be duly recorded. Unless specific circumstances warrant, formal rules of court procedure need not be followed.

5. Burden of Proof. The burden of proof that adequate cause exists rests with the charging party. The burden of proof will be satisfied by the preponderance of the evidence in the record considered as a whole.
 6. The Committee shall reach its decision in conference, on the basis of the hearing. Before doing so, it shall give opportunity to the faculty member or his or her counsel and the representative designated by the President to argue orally before it. If written briefs are helpful, the Committee may request them. The Committee may proceed to decision promptly, where it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision is aided thereby. It shall make explicit findings with respect to each of the charges presented, and a reasoned opinion may be desirable.
 7. Publicity concerning the Committee's decision shall be withheld until consideration has been given to the case by the Board of Trustees. The President and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing. Any official University release to the public shall be made through the President's office.
- D. Action by the Board of Trustees: The transmittal of the full report of the hearing committee by the President to the Board of Trustees and any actions taken by the Board of Trustees shall be in accordance with and pursuant to Board of Trustees' Policy: Termination of Faculty &

Emeritus Status. Please see [Appendix B](#) of Collective Bargaining Agreement.

Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by the faculty member, the Hearing Committee, or administrative officers shall be avoided until the proceedings have been completed. Official University announcement of a final decision shall be limited to a statement of the charges and of the action taken with respect to them by the Hearing Committee and the Board of Trustees.

**Article XXXI. REDUCTION OR ELIMINATION OF PROGRAMS OR
DEPARTMENTS RESULTING IN THE INVOLUNTARY TERMINATION OF
TENURED FACULTY**

1. The University or the faculty may initiate action to abolish academic programs, eliminate an academic department, or reduce the size of the faculty in an academic department, resulting in the involuntary termination of tenured faculty. Such actions are recognized as drastic, and the University will consider other alternatives prior to any decision to carry them out.
2. Eliminating a program or department or reducing the size of the faculty of a program or department resulting in the involuntary termination of tenured faculty may be considered if:
 - A. There is the loss of, or reasonable expectation of the loss of, New York State registration or the loss or denial of accreditation by an agency whose accreditation is necessary for the program's continuation. Any reduction because of an accreditation application denial will apply only to persons hired in anticipation of accreditation.
 - B. There is insufficient enrollment in a department or program. Insufficient enrollment may exist when the sum of tuition, lecture and laboratory fees paid by students enrolled in a department or program is equal to or less than one and one-third times the department's or program's direct operating costs.
 - C. A curriculum revision requires a substantial reallocation of academic resources. Consultation with the University curriculum committee is required prior to such curriculum changes.
3. When it appears that there is a reasonable possibility that a program or department will be eliminated or that its full-time faculty's size will be reduced, which will result in the involuntary termination of full-time tenured faculty, the University will inform members of the affected department and

NULTA in writing and will invite those parties to explore alternatives with the affected Dean and the Provost. A plan and timeline will be established to improve the viability of the program or department. This plan may include, among other alternatives, the possibility of dual faculty appointments. Only after all alternatives have been explored will the faculty of the affected department and NULTA be given the opportunity and a reasonable period of time to formulate and present recommendations to the President. Should the President recommend the elimination of departments or programs, the affected department and NULTA will have the opportunity to present their recommendation to the Board of Trustees. Any data the University uses to formulate its position will be made available to the affected department and NULTA.

4. If the University decides to recommend the elimination or reduction of a program or department which will result in the involuntary termination of tenured faculty, the faculty of the affected department and NULTA will be given the same opportunity as the University to present written recommendations to the Board of Trustees, and they both may, if they desire, augment their written recommendations with an oral presentation to the executive committee of the Board of Trustees. The decision of the Board of Trustees is final and is not subject to the grievance procedure.
5. It is understood that this Article shall have no application to or in any way restrict the University with respect to situations involving the termination of faculty members due to denial of tenure, retirement, removal for cause, resignation, or non-renewal of probationary appointments, even if such take place in the context of an elimination or reduction in the size of a program or department. It is agreed that when staff levels are to be reduced by non-

renewal of faculty members hired after September 1984 who are non-tenured post-probationary faculty and who are not currently applicants for tenure, selection of such individuals will be done after consultation among the Provost, Dean and Chairperson(s) of the affected department(s) or programs(s).

6. In situations where eliminating an academic program or department, or reducing the size of the faculty of an academic program or department results in the involuntary termination of tenured faculty, the following procedures apply:
 - A. Faculty members whose retention is judged critical shall be exempt from termination under the provisions of this Article. An individual faculty member, a group of faculty members, the department, or the appropriate Dean may request that a faculty member be exempted. Requests for exemption should be forwarded through normal administrative channels to the Provost. The Provost will forward his or her recommendation to the President for a decision, which will be subject to the grievance procedure. The Provost or the President may initiate the request for exemption. In such instances, the views of the department and the Dean will be sought prior to the President's deciding. The President will decide within thirty (30) university working days of the receipt of the recommendation.
 - B. Among the factors that may be considered in granting exemption are:
 1. The University's responsibility to offer an appropriate range of courses;
 2. Future plans and considerations;
 3. Services rendered to other departments and sectors of the University;
 4. Mission requirements of the department, college, or university;

5. Truly exceptional professional or academic achievement.
- C. Among those not exempted, terminations from within the affected department, college, or program will be from the following groups in the order indicated:
1. Part-time faculty members;
 2. Full-time faculty members holding temporary appointments;
 3. Full-time non-tenured faculty members;
 4. Full-time tenured faculty members.
- D. Within each of the above groups, the order of termination will be instructors, assistant professors, associate professors, professors. Within each rank, time in rank will determine the order of termination, with the least senior being first. If persons have the same time in rank, length of service at Niagara University will be the determinant.
7. A tenured faculty member who is selected for termination under the provision of this section may appeal to the Provost, President, and faculty personnel committee of the Board of Trustees, in that order, if he or she so chooses. The decision of the faculty personnel committee is not subject to the grievance procedure.
 8. A tenured faculty member who is selected for termination under the provisions of this Article will be given notice twelve months prior to the effective date of termination. At the option of the University, one year's salary may be paid in lieu of twelve months' notice.
 9. The University will attempt to place a faculty member terminated under the provisions of this Article in another position for which he or she is qualified

provided that no incumbent is removed solely to create an opening for such a former faculty member.

10. In those cases in which a faculty member from a department or program which is eliminated or reduced is judged by both another department and the University to be qualified to teach in that other department, such faculty member shall be transferred if there is a vacant full-time position available. The person so transferred will retain his or her tenure (if tenured), rank, and, for the purposes of retention only, will assume the lowest seniority for his/her rank.
 - A. If a full-time faculty opening occurs within two years in an area of competence of a tenured person terminated or employed in another position in the University under the provisions of this Article, the senior person so terminated or reassigned must be given the right of first refusal for that position. A tenured person so recalled will retain his or her tenured status.
 - B. Offers of recall will be tendered by registered mail, return receipt requested. The offer of reemployment must be accepted within thirty (30) days of the receipt of the offer, or all recall rights will be forfeited. It will be the affected individual's responsibility to keep the University apprised of his or her current address. If an offer of recall is returned as undeliverable, recall rights will be forfeited.
11. In no event will a full-time faculty member be terminated in order to create a position for a part-time employee.

Article XXXII. NO STRIKE – NO LOCKOUT

1. NULTA, its officers, agents and members, agree that during the term of this agreement and regarding specific provisions of this Agreement, they will not call, authorize, sanction, cause, support, condone, or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general or any kind of walkout, work stoppage, or slowdown. In the event of a violation of this provision, nothing contained in this Article shall in any way restrict the University from taking any action permitted by this Agreement, the statutes of Niagara University or the law.
2. The University and its officers and agents will not, during the term of this Agreement, lock out any employee or group of employees covered by this Agreement. In the event of a violation of this provision, nothing contained in this Article shall in any way restrict NULTA from taking any action permitted by this Agreement, the University statutes, or the law.

Article XXXIII. SAVINGS CLAUSE

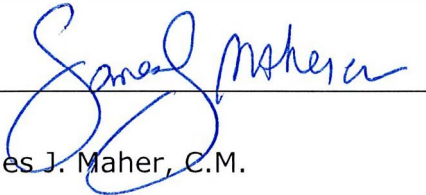
If any provision of this Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

Article XXXIV. TOTAL AGREEMENT CLAUSE

Except as provided herein, neither NULTA nor the University shall be required by the other to renegotiate any provision of this Agreement during the term hereof. Any part of the contract may be renegotiated by mutual agreement of the University and NULTA.

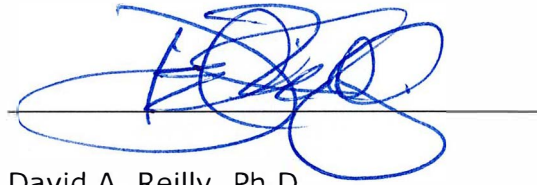
Article XXXV. DURATION AND SIGNATURE CLAUSE

The provisions of this Agreement shall become effective as of August 25, 2022 and shall continue in full force and effect until August 25, 2025. Thereafter, this agreement shall continue in effect from year to year unless either party notifies the other in writing at least sixty (60) days prior to the Agreement's expiration date. Such notice shall specify the proposed modifications or amendments.



James J. Maher, C.M.

President, Niagara University



David A. Reilly, Ph.D.

President, Niagara University Lay
Teachers Association

Article XXXVI.

APPENDIX A: POLICY & PROCEDURES REVIEW COMMITTEE

A. General Statement of Policy

The purpose of this statement is to clarify the procedure and implementation of policies that affect faculty at Niagara University, and to guide actions of faculty working on University policies.

B. Scope

This Policy and Procedure applies to the entire workforce.

C. Administration

As needed, with regard to policies involving academics and policies that affect faculty, a standing *Policy & Procedure Review Committee* will meet to review existing policies that apply to faculty, review draft policies, discuss future policy needs, assign committees to draft policies, and to determine if committees assigned to the creation of new draft policies have proper and qualified representation of faculty and administration. These meetings will occur at least twice per semester.

The standing *Policy & Procedure Review Committee* will consist of the following members:

- a. Three (3) Vice-Presidents/Administration and/or their designees;
- b. Three (3) NULTA Executive Committee members and/or their designees;
- c. One (1) elected Academic Senate member, selected from within the Senate.

If a non-elected committee is assigned to draft policy/procedures, faculty will be selected in consultation with the Committee on Committees.

The responsible person(s) for coordinating and issuing policy and procedure

statements will be as follows:

- d. University Administrative Policy and Procedure statements: the President or his administrative designees.
- e. Departmental Policy and Procedure statements: department heads with approval by their respective sector Dean s/Vice-Presidents/Administrators.

The structure and process of the Policy and Procedure Review Committee can be modified by joint agreement of NULTA and Administration

D. Policy/Procedure

a. Policy initiation

- i. A suggested policy and procedure statement may be initiated by any member of administration reporting to either the President or Vice-Presidents/Administrators, Deans, or by any department head, or their designee or a committee when such a statement seems appropriate and will serve a useful purpose.
 - 1. Draft statements should be submitted by the initiator to his/her department head or supervisor. The person initiating the draft is responsible for properly reviewing the statement and finalizing the contents with other departments or committees, which may be involved with implementation or affected by it.
 - 2. Draft statements of a proposed University Policy and Procedure will be submitted for consideration to the appropriate member of the Administration having

responsibility in the operational sector affected by the proposed policy or procedure. The Administrator is responsible for forwarding draft statements of policy/procedure to the Ad Hoc Policy Committee.

3. Formulation of Department Policies and Procedures will be the responsibility of each department head in consultation with his/her respective Vice-President/Administrator.
4. Draft statements of Policy/Procedures involving multiple departments should have input and review by those departments.

E. Distribution

New policies and procedures will be distributed to all University members through the internal website: <http://policies.niagara.edu/>.

APPENDIX B Board of Trustees Policy***DRAFT- for BOT Review/Approval September 2022*****Board of Trustees' Policy: Termination of Faculty & Emeritus Status**

1. Discipline and removal for cause is established in the Collective Bargaining Agreement, [Article XXX](#) and includes grounds for discipline, disciplinary steps, procedures, hearings, and publicity and is hereby incorporated into this Policy by reference.
2. Responsibility and Action by the Board of Trustees

The Board of Trustees' role in the discipline or discharge of a faculty member occurs following a Hearing set forth in [Article XXX](#) and upon the President's receipt of the Hearing Committee's report. The President shall transmit to the Board of Trustees, through the Personnel Committee of the Board, the full report of the Hearing Committee stating its action, and the President's recommendation for a sanction.

If the Board of Trustees chooses to review the case, its review shall be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written, or both, by the principals at the hearing or their representatives. The decision of the Hearing Committee shall either be sustained or be returned to the Committee with objections specified. In such case, the Committee shall reconsider, taking account of the stated objections and receiving new evidence if necessary. It shall frame its decision and communicate it in the same manner as before. After study of the Committee's reconsideration, the Board of Trustees shall

make a final decision confirming, or modifying, or dismissing the charges and sanctions.

APPENDIX C: PORTFOLIO

The following portfolio elements are the responsibility of applicant, and should be presented in this standardized sequence with explicitly labeled sections and subsections, compiled into two complete copies (one for the Department and one for the Committee on Promotion and Tenure).

Once a portfolio is logged as formally submitted (either on or before the Collective Bargaining Agreement deadline), no additional materials may be added to the portfolio after that date other than resolutions of evidence already submitted (e.g., manuscripts under review at date of portfolio submission that are subsequently accepted during review). A portfolio deemed to be incomplete by the Committee on Promotion and Tenure will not be reviewed.

1. Copy of letter of intent
2. Vita with accomplishments during period of review highlighted or separated from entire vita
3. Self-evaluation: The faculty member will complete a self-evaluation. The self-evaluation should include descriptions of and reflection on his or her activities in teaching, scholarship, service, as well as professional goals and expectations for the period up to the next evaluation. The self-evaluation should not exceed ten pages.
4. Department peer reviews; Dean reviews; commentaries from professional colleagues may be also be included.
5. Copies of previous evaluation promotion or tenure decision letters since initial hire or since last promotion, whatever is most recent

6. Evidence of teaching effectiveness: Including for review time period, current syllabi for all courses taught; Chair and Dean teaching evaluations; student course evaluations; courses and sections taught, number of students per course section, and a grade distribution chart (generated by the Records Office) covering review timeframe. The candidate may also include letters of support from students and colleagues, including unofficial classroom observations, as well as examples of assessments (assignments, student projects, classroom activities, etc.) may also be included.

The candidate must demonstrate a high degree of proficiency as a teacher and a high regard for the welfare of students. Effective teaching is activity which promotes the intellectual vitality of the university and the wider community. While the primary focus of this activity is transmission of knowledge and the development of new skills, insights, and sensitivities within the classroom, teaching is not limited to that setting. It also includes the advising, supervising and mentoring of students, the sharing of personal and professional growth with others, and the presentation of intellectual and ethical concerns.

6.1 Transmission of knowledge

- Ability to communicate effectively with students
- Availability to students
- Command of the subject matter
- Participation in workshops which develop teaching skills
- Putting knowledge into practice through, for example, community engagement or service learning
- Use of appropriate and varied methods and strategies of teaching, assessing and grading

- Use of current and relevant materials
- Use of technology

6.2 Advising, Supervising and Mentoring

- Attention to academic advising
- Availability to students
- Concern for the wholeness and well-being of students
- Mentoring undergraduate research

6.3 Sharing of Professional Growth

- Participation in workshops which develop teaching skills
- Putting knowledge into practice through, for example, community engagement or service learning
- Sharing of personal and professional growth

6.4 Leadership of Intellectual Ethical Concerns

- Concern for the wholeness and well-being of students
- Mentoring undergraduate research
- Putting knowledge into practice through, for example, community engagement or service learning
- Use of appropriate and varied methods and strategies of teaching, assessing and grading
- Use of current and relevant materials
- Sharing of personal and professional growth

6.5 *Organization of Intellectual Events*

7. Evidence of scholarship: The candidate must offer a record of substantial scholarship; the definition of scholarship is necessarily imprecise, inasmuch as the term is used here alongside “teaching” and “service.”

At its core scholarship creates new knowledge based on original investigation that adds knowledge of significance to one’s field; synthesizes, criticizes, or theorizes in original ways; clarifies extant knowledge; communicates unique connections between existing knowledge and practical applications; and /or stimulates the intellectual development of one’s colleagues in the field.

Standards set by one’s professional organization for scholarship which systemically advance the definition of scholarship in terms of significance to the profession may be used as a guide for evaluation.

7.1 *Tier I:*

- Peer reviewed and published by university or commercial presses: Journal articles (whether in print or online), books, and monographs
- Peer reviewed and published by university or commercial presses: Text books, anthologies, synthetic essays and literature reviews, book chapters, case books, and case studies
- Invited and published by university, commercial and professional presses: synthetic essays and literature reviews, book chapters, case books, significant encyclopedia articles, and case studies
- Grants, fellowships, and/or scholarships that are directly related to scholarly research

7.2 *Tier II*

- Conference papers, conference proceedings, presentations at scholarly conferences, invited presentations on other campuses

- Book reviews published in scholarly journals, brief encyclopedia entries, fully documented assistance to external agencies or enterprises directly related to one's field, invited presentations away from the university
- Non-refereed research presentations, papers, and posters conducted in conjunction with students at off-campus venues
- Internal University grants

7.3 *Tier III*

- Peer review of manuscripts, grant applications or formal comments on other scholars' works at conferences or academic forum
- Self-published research (not considered research unless its scholarly impact is well documented [e.g., evidence of its citation in the peer-reviewed scholarly literature, inclusion in library collections, reviews in scholarly journals])

7.4 *Other.* It is recognized that there are other significant types of evidence that are not listed here that may be presented in the portfolio

8. Evidence of service: The candidate should demonstrate willingness to engage in service and evidence of engagement in service. A faculty member's university service may include service to the department, college, university, discipline, profession and external community. Additionally, the role of the faculty member as well as the level and breath of involvement is expected to become more substantial as the length of university employment increases and as one advances in rank.

- 8.1 Evidence of the assumption of departmental duties and responsibilities including, but not limited to teaching courses assigned by the Chair person, service on committees, curriculum development, administrative tasks, student recruitment, representing the department to external constituencies, departmental webmaster, service to student organizations, service learning, participation in college activities, and the assumption of other duties and responsibilities which may be assigned by the Chairperson or become necessary from time to time.
- 8.2 Evidence of the assumption of college-wide duties and responsibilities includes, but is not limited to service on committees, participation in other areas of college governance, the assumption of administrative tasks, student recruitment, service to student organizations, representing the college to external constituencies, participation in college activities, and the assumption of other duties which may be assigned by the Dean or become necessary from time to time.
- 8.3 Evidence of the assumption of University-wide duties and responsibilities include, but are not limited to, serving on the Academic Senate and/or its committees, participation in other areas of governance, the assumption of administrative tasks, service to student organizations, student recruitment, student retention, representing the University to external agencies, organizing or participating in University-wide activities, and the assumption of other tasks and responsibilities which may be assigned by the Provost or the President or become necessary from time to time.
- 8.4 Evidence of the assumption of duties and responsibilities of organizations related to the faculty member's discipline and profession include, but are not limited to, serving on editorial review boards,

editorships, the review of grant applications, the review of manuscripts, serving on committees, moderating conference presentations, serving as an officer or as a member of the executive board of discipline specific organizations, and representing the University at professional meetings and conferences.

- 8.5 Evidence of the assumption of duties and responsibilities. The assumption of duties and responsibilities, which benefit the external community and its residents. These include, but are not limited to, serving on civic or community agency boards, involvement in community activities, service learning, research of direct relevance to the external community, community organizations or direct services that benefit external community residents.

APPENDIX D: EXAMPLE FOR CALCULATING STUDENT FTE

	<u>Enrollment</u>	<u>FTE Equivalent</u>
Graduate (cr.hr.)	6,608	734 (1)
BPS (incoming cohort) (students)	139	139
PTUG (cr.hr.)	682	56 (2)
FTUG	2,829	<u>2,829</u> (3)
		<u>3,758</u>

(1) Hours divided by 9, does not include institute.

(2) Hours divided by 12.

(3) Includes domestic and international students.