COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NIAGARA UNIVERSITY

AND

NIAGARA UNIVERSITY LAY TEACHERS ASSOCIATION

2007-2011
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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. 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 including department chairpersons employed by the employer at its Niagara University, New York location, excluding office clerical employees, part-time faculty, ROTC faculty, administrators, all other professional employees, guards and supervisors as defined in the Act.

ARTICLE II. STATUTES OF NIAGARA UNIVERSITY

This Agreement shall not be construed to repeal, rescind or otherwise modify any of the statutes of the university, as amended, or any future amendments thereto which are not in conflict with this Agreement. In the event of a conflict between the provisions of the statutes and the provisions of this Agreement, the former shall be controlling.

ARTICLE III. UNION SECURITY

1. Both parties understand that NULTA membership shall not be a condition of employment for full-time teaching 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 teaching 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.

**ARTICLE IV. 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 will remain in effect until the faculty member withdraws the permission.

**ARTICLE V. NON-DISCRIMINATION**

Consistent with the University’s Catholic 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 and non-discrimination and recognize their mutual responsibility to provide for all employees and
members an environment that is free of discrimination and harassment based on sex, sexual orientation, race, color, creed, national origin, age, marital status, Vietnam Era or disabled veteran status, disability, predisposing genetic characteristic, or other category protected by law.

ARTICLE VI. CRITERIA FOR FACULTY RANK

1. The faculty rank designations outlined in Table 1 Criteria for Rank 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.

A. Instructor. For appointment to the junior rank of Instructor, the candidate:

(1) Must possess the 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 enroll in a program leading to the Doctorate or the equivalent normally required for teaching in his or her field unless he or she has already earned a Doctorate or the equivalent normally required for teaching in the field.

(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 in a program leading to the
Doctorate or the equivalent normally required for teaching in his or her field.

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

(1) Must possess the earned Doctorate or equivalent normally required for teaching in his or her field;

(2) Must demonstrate a high degree of proficiency as a teacher and a concern for the welfare of students. An opinion of the candidate’s proficiency as a teacher must be submitted by the candidate’s department and Dean. Multiple measures of evaluating teaching shall be employed. (Such evaluation shall be consistent with Article XII, Faculty Evaluation);

(3) Must demonstrate a capacity for professional growth and accomplishment in scholarship.

(4) Must give evidence of service on the departmental and college or university level as defined in Article VII, Criteria for Tenure, paragraph 3.D.

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

(1) Must possess the earned Doctorate or equivalent normally required for teaching in his or her field;

(2) Must offer 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;

(3) Must demonstrate a high degree of proficiency as a teacher and a concern for the welfare of students. An opinion of the candidate’s proficiency as a teacher must be submitted by the candidate’s department and Dean.
Multiple measures of evaluating teaching shall be employed. (Such evaluation shall be consistent with Article XII, Faculty Evaluation);

(4) Must give evidence of service on the departmental level, and college or university level as defined in Article VII, Criteria for Tenure, paragraph 3.D.

D. Professor. The rank of Professor represents the highest recognition that can be achieved by a faculty member. Those holding the rank of Professor are expected to be creative and productive scholars, clearly recognized for their achievements within academic circles, professional associations, or other external agencies or enterprises for which they have provided service or assistance directly related to their field or discipline. For promotion to or appointment as Professor, the candidate:

(1) Must possess the earned doctorate or the equivalent normally required for teaching in his or her field;

(2) Must offer 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, demonstrated by the publication of books and/or articles in refereed journals;

(3) Must demonstrate a high degree of proficiency as a teacher and a concern for the welfare of students. An opinion of the candidate’s proficiency as a teacher must be submitted by the candidate’s department and Dean. Multiple measures of evaluating teaching shall be employed. (Such evaluation shall be consistent with Article XII, Faculty Evaluation);
(4) Must give evidence of service on the departmental or college level, and on the university level, as well as to the external community as defined in Article VII, Criteria for Tenure, paragraph 3.D.

E. Visiting Professor. This category of faculty member focuses on bringing successful professionals or academics into the University environment for set periods of time ranging from one semester to a maximum of two years. These faculty members are outstanding practitioners or 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.

(1) Roles and Responsibilities:

1. Campus responsibilities will vary by College and Department but in general, will be responsible for
   (i) teaching, (ii) providing seminars to faculty on the particular area of expertise brought to campus, (iii) community outreach, (iv) experiential learning, (v) career development, and/or (vi) 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.
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 will be exempt from the tenure and promotion sections of the Collective Bargaining Agreement. The Visiting Professor will be evaluated annually on teaching effectiveness.

5. If at the end of the two year visiting period, the faculty member is retained for a third year, the appointment will become tenure-track

(2) Minimum Qualifications:

1. Master’s degree or equivalent;

2. An understanding of, sensitivity to, and respect for the diverse academic, socio-economic, ethnic, religious, and cultural backgrounds, disability, and sexual orientation of university students, faculty and staff;

3. Prior experience with teaching and undergraduate teaching experience at the college/university level is highly desirable;

4. A clearly articulated specialized skill set that benefits students and faculty alike in the department where the appointment takes place;

5. Creativity and ability to work independently;

6. Effective communication with staff, faculty, administrators, students and collaborative partners.
F. Doctoral Faculty in the College of Education. For appointment to the Doctoral faculty the candidate must:

(1) Have an earned doctorate or the equivalent normally required for teaching in his or her field;

(2) Be appointed to the academic rank of Assistant professor or above;

(3) Give evidence of productive scholarship which includes original scholarship, articles published in refereed national or international journals; and evidence of national leadership in the profession through the securement of grants, appointments to national editorial boards of major journals, and/or elected/appointed positions on a national board in the profession.

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 Vice President for Academic Affairs 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. As an exception to the requirement for an earned Doctorate or the equivalent normally required for teaching in the field, those full time faculty members who were tenured as of January 28, 1979 may be considered for promotion when they have met the following longevity criteria:

A. For promotion to Associate Professor: twelve (12) years’ service as a full time faculty member at a four-year college or university;

B. For promotion to Professor: nineteen (19) years’ service as a full time faculty member at a four-year college or university, or six (6) years in the rank of Associate Professor at Niagara University, whichever comes first.

6. 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. 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. A faculty member may apply for promotion to the rank of Associate or Professor in the fourth year in the rank. However, this time in rank guideline shall not be interpreted to mean automatic promotion upon completing four (4) years in rank, nor is it to be interpreted to mean automatic tenure.
**Table 1 Criteria for Rank**

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<td><strong>Instructor</strong></td>
<td>For appointment to the junior rank of instructor, the candidate 1) Must possess the 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 enroll in a program leading to the doctorate or the equivalent normally required for teaching in his or her field unless he or she has already earned a doctorate or the equivalent normally required for teaching in the field. 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 in a program leading to the Doctorate or the equivalent normally required for teaching in his or her field.</td>
</tr>
<tr>
<td><strong>Assistant Professor</strong></td>
<td>For the promotion to or appointment to the junior rank of assistant professor, the candidate 1) Must possess the earned doctorate or equivalent normally required for teaching in his or her field; 2) Must demonstrate a high degree of proficiency as a teacher and a concern for the welfare of students. An opinion of the candidate’s proficiency as a teacher must be submitted by the candidate’s department and dean. Multiple measures of evaluating teaching shall be employed. (Such evaluation shall be consistent with Article XII, Faculty Evaluation); 3) Must demonstrate a capacity for professional growth and accomplishment; 4) Must give evidence of service on the departmental level as defined in Article VII, Criteria for Tenure, paragraph 3.D.</td>
</tr>
<tr>
<td><strong>Associate Professor</strong></td>
<td>For promotion to or appointment as associate professor, the candidate 1) Must possess the earned doctorate or equivalent normally required for teaching in his or her field; 2) Must offer 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; 3) Must demonstrate a high degree of proficiency as a teacher and a concern for the welfare of students. An opinion of the candidate’s proficiency as a teacher must be submitted by the candidate’s department and dean. Multiple measures of evaluating teaching shall be employed. (Such evaluation shall be consistent with Article XII, Faculty Evaluation); 4) Must give evidence of service on the departmental level, and college or university level as defined in Article VII, Criteria for Tenure, paragraph 3.D.</td>
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</table>

The associate professor is a faculty rank at the senior level.
**Professor**

The rank of professor represents the highest recognition that can be achieved by a faculty member. Those holding the rank of Professor are expected to be creative and productive scholars, clearly recognized for their achievements within academic circles, professional associations, or other external agencies or enterprises for which they have provided service or assistance directly related to their field or discipline.

For promotion to or appointment as professor, the candidate

1) Must possess the earned doctorate or the equivalent normally required for teaching in his or her field;

2) Must offer 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, demonstrated by the publication of books and/or articles in refereed journals;

3) Must demonstrate a high degree of proficiency as a teacher and a concern for the welfare of students. An opinion of the candidate’s proficiency as a teacher must be submitted by the candidate’s department and dean. Multiple measures of evaluating teaching shall be employed. (Such evaluation shall be consistent with Article XII, Faculty Evaluation);

4) Must give evidence of service on the departmental or college level, and on the university level, as well as to the external community as defined in Article VII, Criteria for Tenure, paragraph 3.D.

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**Visiting Professor**

This category of faculty member focuses on bringing successful professionals or academics into the University environment for set periods of time ranging from one semester to a maximum of two years. These faculty members are outstanding practitioners or 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

Roles and Responsibilities:

1) Campus responsibilities will vary by College and Department but in general, will be responsible for (i) teaching, (ii) providing seminars to faculty on the particular area of expertise brought to campus, (iii) community outreach, (iv) experiential learning, (v) career development, and/or (vi) 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.

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 will be exempt from the tenure and promotion sections of the Collective Bargaining Agreement. The Visiting Professor will be evaluated annually on teaching effectiveness.

5) If at the end of the two year visiting period, the faculty member is retained for a third year, the appointment will become tenure-track

Minimum Qualifications:

1) Master’s degree or equivalent;

2) An understanding of, sensitivity to, and respect for the diverse academic, socio-economic, ethnic, religious, and cultural backgrounds, disability, and sexual orientation of university
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) Prior experience with teaching and undergraduate teaching experience at the college/university level is highly desirable;

4) A clearly articulated specialized skill set that benefits students and faculty alike in the department where the appointment takes place;

5) Creativity and ability to work independently;

6) Effective communication with staff, faculty, administrators, students and collaborative partners.

### Doctoral Faculty in the College of Education

For appointment to the Doctoral faculty the candidate must:

1) Have an earned doctorate or the equivalent normally required for teaching in his or her field;

2) Must be appointed to the academic rank of Assistant professor or above;

3) Give evidence of productive scholarship which includes original scholarship, articles published in refereed national or international journals; and evidence of national leadership in the profession through the securement of grants, appointments to national editorial boards of major journals, and/or elected/appointed positions on a national board in the profession.

### ARTICLE VII. CRITERIA FOR TENURE

1. 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.

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

A. In those cases in which a faculty member at the time of initial appointment, has been granted in writing credit toward tenure for service at other institutions of higher education. In cases where credit for prior service has been granted, the tenure decision will 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’ service at
Niagara University. 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. However, if at the end of seven years, the University offers a faculty member a full time teaching assignment, under other than a terminal contract, this act will constitute the award of tenure. Tenure shall be automatically awarded if the University offers a contract for a full-time, tenured or non-tenured, teaching position beyond eight (8) consecutive years from the first full academic year of full-time teaching.

B. In cases where the faculty member has had a paid leave of absence (see XV Leaves).

C. 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 XV Leaves). Stopping the clock requires the written recommendation of the faculty member’s chairperson and Dean and the approval of the Vice-President for Academic Affairs. 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.

3. The granting of tenure shall signify an increasing competence and achievement. The criteria for the award of tenure are as follows:
A. The candidate must possess an earned doctorate or the equivalent normally required for teaching in his or her field;

B. 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.” The following criteria aim to clarify what constitutes scholarship for the purposes of promotion and tenure.

(1) Criteria. 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.

(2) Sources of Evidence. The promotion and tenure committee will, among other things, consider the degree to which the candidate has disseminated his or her research to the broad scholarly community through the following means:

(a) Peer reviewed and published by university or commercial presses: Journal articles (whether in print or online), books, and monographs;

(b) Peer reviewed and published by university or commercial presses: Text books, anthologies, synthetic essays and literature reviews, book chapters, case books, and case studies;

(c) Invited and published by university, commercial and professional presses: synthetic essays and literature reviews, book chapters, case books, significant encyclopedia articles, and case studies;
(d) Conference papers, conference proceedings, presentations at scholarly conferences, invited presentations on other campuses,

(e) 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;

(f) Grants, fellowships, and/or scholarships that are directly related to scholarly research; or reports prepared for external funding agencies.

(g) Non-refereed research presentations, papers, and posters conducted in conjunction with students at off-campus venues;

(h) Self Published research is 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).

(3) In the creative and performing arts, scholarly research may be identified as intensive activity in a particular area or field which must be disseminated in the form of publication, performance or exhibition.

(4) When presenting evidence of scholarship it is the responsibility of the candidate to communicate to the Chair, Dean, Promotion and Tenure Committee, VPAA, President, and Board of Trustees the nature of his/her publications and how they fit into the above sources of evidence in their self-evaluation essay. Candidates should also present evidence of the impact of their research (for example, number of libraries that have
purchased a book for their collection, number of libraries that subscribe to a journal in which they have published, number of citations of an article, book, or other scholarly work, and/or testimony from scholars outside of Niagara University). The faculty member may consult with Library personnel for assistance.

C. Must demonstrate a high degree of proficiency as a teacher and a high regard for the welfare of students. An opinion of the candidate’s proficiency as a teacher must be submitted by the candidate’s department and Dean. Multiple measures of evaluating teaching shall be employed. (Such evaluation shall be consistent with Article XII, Faculty Evaluation);

D. The following guidelines shall be used in evaluating performance as a teacher:

(1) Demonstrate that one has remained current in one’s field including the applicability of technology and techniques to one’s field with detailed and specific discussion of strategies for staying current and detailed examples of the introduction of new technology and techniques into one’s teaching

(2) Demonstrate an ability to understand and evaluate the importance of the scholarship of others in his or her field and, where appropriate, introduce such scholarship into instruction; a high order of ability in presenting material to students, while important, is not enough to satisfy this criterion when it rests primarily on outlines, textbooks, or teaching materials prepared by others.

(3) Applicants must demonstrate their own ability to plan and prepare innovative materials and class projects that rely on the most current scholarship in one’s field.
(4) Demonstrate leadership and innovation in the use of the best pedagogical practices, for example via attendance at conferences on pedagogy, presentations to colleagues on pedagogy, and/or specific books or articles about pedagogy that evidence continuous re-examination and efforts to stay at the forefront of such practices as appropriate to the discipline.

(5) Demonstrate adherence to high standards of student performance

(6) Demonstrate an ability to challenge and motivate students with student and peer testimonials.

E. The candidate should give evidence of the willingness to engage in substantial 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. Service may include the following:

(1) The assumption of departmental duties and responsibilities including, but not limited to service on committees, curriculum development, administrative tasks, student recruitment, representing the department to external constituencies, service to student organizations, participation in college activities, and the assumption of other duties and responsibilities which may become necessary from time to time. It is recognized that the willingness of a faculty member to assume the duties of the Chair may interfere with that faculty member’s ability to engage in substantive scholarship and this will be given weight when evaluating such a faculty member’s portfolio.
(2) 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 become necessary from time to time.

(3) 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, representing the University to external agencies, participation in University-wide activities, and the assumption of other tasks and responsibilities which may become necessary from time to time.

(4) The assumption of duties and responsibilities of organizations related to the faculty member’s discipline include, but are not limited to, serving on editorial review boards, editorships, 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 conferences.

(5) The assumption of duties and responsibilities related to the profession include, but are not limited to, serving on committees, editorial boards, editorships, participation in conferences, moderating conference presentations, serving as an officer or as a member of the executive board and representing the University at professional meetings.
(6) 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, research of direct relevance to the external community, or direct services that benefit external community residents.

F. Outstanding performance in service may be judged to compensate for scholarship, which is deemed to be less than substantial (See B above). Generally, 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. When someone other than the applicant initiates the request (see Article VIII, Process for Faculty Promotion or the Award of Tenure, paragraph 2), that person should document the request. The department will undertake an assessment of the applicant’s effectiveness in service. The applicant may name additional persons to sit with the department in making this evaluation. (The process for evaluation shall be consistent with Article XII, Faculty Evaluation.)

G. Outstanding performance as a teacher may be judged to compensate for scholarly research, which is deemed to be less than substantial. Generally, 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. When someone other than the applicant initiates the request (see Article VIII, Process for Faculty Promotion or the Award of Tenure, paragraph 2), that person should document the request. The department will undertake an assessment of the applicant’s teaching effectiveness. The applicant may name additional persons to sit with the
department in making this evaluation. (The process for evaluation shall be consistent with Article XII, Faculty Evaluation.)

H. In rare circumstances, distinguished creative achievements or exceptional accomplishments may be evaluated for equivalence to a doctorate.

I. If at the time of appointment, a faculty member is specifically advised in writing by the Vice President for Academic Affairs 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.

J. 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.

4. 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.

5. Committee on Promotion and Tenure: The Chairperson of the Committee on Promotion and Tenure is the Vice President for Academic Affairs.

   A. There will be nine (9) members elected by all tenured faculty. The composition will be as follows:
(1) One (1) tenured faculty member from the Departments of Chemistry, Biology, Mathematics and Computer and Information Sciences

(2) One (1) tenured faculty member from the Departments of Communication Studies, Criminal Justice, Political Science, Sociology and Social Work.

(3) One (1) tenured faculty member from the Departments of English, Theatre and Modern Languages and Psychology.

(4) One (1) tenured faculty member from the Departments of Philosophy, Religious Studies and History.

(5) One (1) tenured faculty member from the College of Hospitality & Tourism Management.

(6) Two (2) tenured faculty members from the College of Education, one from the Department of Teacher Education and one from the Educational Leadership & Counseling Department.

(7) Two (2) tenured faculty members from the College of Business, one from the Department of Accounting and one from the Department of Commerce.

B. No faculty member may serve more than two (2) consecutive two-year terms.

C. No faculty member may be promoted while serving as a member of the Committee
### Table 2 Evaluative Criteria for Research

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>SOURCES OF EVIDENCE</th>
</tr>
</thead>
</table>
| 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. | • 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;  
• 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;  
• Grants, fellowships, and/or scholarships that are directly related to scholarly research; or reports prepared for external funding agencies.  
• Non-refereed research presentations, papers, and posters conducted in conjunction with students at off-campus venues;  
• Self Published research is 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).  
• In the creative and performing arts, scholarly research may be identified as intensive activity in a particular area or field which must be disseminated in the form of publication, performance or exhibition. |
<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>SOURCES OF EVIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A high degree of proficiency as a teacher and a concern for the welfare of students</td>
<td>• Demonstrate that one has remained current in one’s field including the applicability of technology and techniques to one’s field with detailed and specific discussion of strategies for staying current and detailed examples of the introduction of new technology and techniques into one’s teaching</td>
</tr>
<tr>
<td></td>
<td>• Demonstrate an ability to understand and evaluate the importance of the scholarship of others in his or her field and, where appropriate, introduce such scholarship into instruction; a high order of ability in presenting material to students, while important, is not enough to satisfy this criterion when it rests primarily on outlines, textbooks, or teaching materials prepared by others.</td>
</tr>
<tr>
<td></td>
<td>• Applicants must demonstrate their own ability to plan and prepare innovative materials and class projects that rely on the most current scholarship in one’s field.</td>
</tr>
<tr>
<td></td>
<td>• Demonstrate leadership and innovation in the use of the best pedagogical practices, for example via attendance at conferences on pedagogy, presentations to colleagues on pedagogy, and/or specific books or articles about pedagogy that evidence continuous re-examination and efforts to stay at the forefront of such practices as appropriate to the discipline.</td>
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<tr>
<td></td>
<td>• Demonstrate adherence to high standards of student performance</td>
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<td></td>
<td>• Demonstrate an ability to challenge and motivate students with student and peer testimonials.</td>
</tr>
</tbody>
</table>
### Table 4 Evaluative Criteria for Service

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>SOURCES OF EVIDENCE</th>
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<tbody>
<tr>
<td>A willingness to engage in substantial service. A faculty member’s service may include service to the department, college, university, discipline, profession, and external community. The faculty member’s role and breadth of involvement are expected to become more substantial as length of employment increases and as one advances in rank.</td>
<td>• The assumption of departmental duties and responsibilities including, but not limited to service on committees, curriculum development, administrative tasks, student recruitment, representing the department to external constituencies, service to student organizations, participation in college activities, and the assumption of other duties and responsibilities which may become necessary from time to time. It is recognized that the willingness of a faculty member to assume the duties of the Chair may interfere with that faculty member’s ability to engage in substantive scholarship and this will be given weight when evaluating such a faculty member’s portfolio.</td>
</tr>
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<td></td>
<td>• 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 become necessary from time to time.</td>
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<td></td>
<td>• 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, representing the University to external agencies, participation in University-wide activities, and the assumption of other tasks and responsibilities which may become necessary from time to time.</td>
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<td></td>
<td>• The assumption of duties and responsibilities of organizations related to the faculty member’s discipline include, but are not limited to, serving on editorial review boards, editorships, 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 conferences.</td>
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<tr>
<td></td>
<td>• The assumption of duties and responsibilities related to the profession include, but are not limited to, serving on committees, editorial boards, editorships, participation in conferences, moderating conference presentations, serving as an officer or as a member of the executive board and representing the University at professional meetings.</td>
</tr>
<tr>
<td></td>
<td>• 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, research of direct relevance to the external community, or direct services that benefit external community residents.</td>
</tr>
</tbody>
</table>
ARTICLE VIII. PROCESS FOR FACULTY PROMOTION OR THE AWARD OF TENURE

1. Process
   A. A faculty member who believes that he or she has satisfied the requirements for promotion or the award of tenure may submit a letter of application outlining his or her qualifications, accompanied by supporting documentation. The application will be forwarded directly to the chairperson of the committee on promotion and tenure (the vice president for academic affairs). Concurrently the applicant will send a copy of the application and supporting documentation to the department chairperson and the appropriate dean. 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.
   B. The chairperson\(^1\) 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. The chairperson will report the departmental recommendation and the rationale supporting it to the chairperson of the committee on promotion and tenure. The

\(^1\)When 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.
chairperson, at the same time, will also submit his or her personal recommendation on each application. Copies of the departmental and chairperson’s recommendations will be furnished to the dean and the applicant.

C. The dean will submit a letter recommending approval or denial together with the reasons therefore to the chairperson of the committee on promotion and tenure. 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.

D. The applicant may submit a letter in response to the evaluations by the department, chairperson, and the dean to the committee on promotion and tenure.

E. The committee on promotion and tenure will review all applications and render a judgment on each. If the Committee judges that the application should be denied, the chairperson (vice president for academic affairs) will notify the applicant, citing the reasons for the denial. In addition, the chairperson’s letter will offer the applicant the following options: (1) the applicant may submit an appeal to the vice president for academic affairs; (2) the applicant may withdraw the application; or (3) the applicant may take no action.

F. If the applicant submits an appeal that includes evidence or material that had not been considered by the Committee, the vice president for academic affairs 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.

G. After the final Committee action has been taken, the vice president for academic affairs will add his or her personal recommendation, in writing, to each application and forward all applications to the president. If the vice president for academic affairs 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. The applicant may then submit an appeal to the president.

H. The president, after considering any appeals, will add his/her recommendations and forward all applications to the board of trustees. If the president recommends denial of an application, the applicant may submit a written rebuttal of the president’s recommendation, which will be added to the application for consideration by the faculty personnel committee of the board of trustees. 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.

I. 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.

J. 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, by 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.
K. The vice president for academic affairs 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.

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.

3. The following deadlines are established for the several stages of the promotion and tenure procedures only.

   A. Applications to committee on promotion and tenure—November 15. Applications reaching the chairperson (vice president for academic affairs) after November 15 will not be accepted.
   B. Copies of the application to the chairperson and the dean on November 15.
   C. Departmental recommendation and chair’s recommendation currently to the committee on promotion and tenure and to the applicant—December 12.
   D. Dean’s recommendation concurrently to the committee on promotion and tenure and to the applicant—December 12.
   E. Initial meeting of committee on promotion and tenure—prior to the last day of the fall semester.
   F. Recommendations of committee on promotion and tenure reported to applicant by February 15.
   G. Appeals of Committee recommendations—submitted by February 25
   H. Recommendations of vice president for academic affairs – March 15
   I. Appeals to the president by March 25
   J. Recommendations of the president—April 15.
K. Appeals to the faculty personnel committee of the board of trustees—submitted by April 25. Appeals received after April 25th will not be considered.

L. Announcement of decisions by the board of trustees—June 15.

4. 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.
Table 5 Tenure Application and Decision Process

<table>
<thead>
<tr>
<th>Step In the Process</th>
<th>Contractually Stipulated Deadlines</th>
<th>Contractually Designated Agents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candidate forwards tenure application simultaneously to the vice president for</td>
<td>No later than November 15</td>
<td>Tenure applicant must act</td>
</tr>
<tr>
<td>academic affairs, who serves as the chairperson of the committee on tenure and</td>
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<tr>
<td>promotion (CPT), and to the department chairperson, and to the dean. Once this</td>
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<tr>
<td>step is initiated, the application must be forwarded through the channels prescribed</td>
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<tr>
<td>herein to the board of trustees for a decision unless the applicant requests in</td>
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<td>writing that his or her application be withdrawn.</td>
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<tr>
<td>The chairperson of the applicant’s department convenes a departmental meeting for</td>
<td>Department chairperson and full-</td>
<td></td>
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<tr>
<td>the purpose of peer review.</td>
<td>time tenured faculty in the</td>
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<tr>
<td>The applicant may make a presentation to the department but may not be present for</td>
<td>department must act</td>
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<tr>
<td>discussion or voting that ensues.</td>
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<tr>
<td>Full-time faculty members discuss the application; only tenured full-time faculty</td>
<td>full-time department faculty may</td>
<td></td>
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<tr>
<td>vote on the application via secret ballot.</td>
<td>act; tenure applicant may act</td>
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<tr>
<td>The department chairperson reports the department’s recommendation, along with</td>
<td>No later than December 12</td>
<td>Department chairperson must act</td>
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<tr>
<td>the supporting rationale to the vice president for academic affairs with copies to</td>
<td></td>
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<tr>
<td>the dean and the applicant.</td>
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<tr>
<td>The department chairperson submits his or her personal recommendation regarding</td>
<td>No later than December 12</td>
<td>Department chairperson must act</td>
</tr>
<tr>
<td>the candidate’s application to the vice president for academic affairs with copies</td>
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<tr>
<td>to the dean and the applicant.</td>
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<tr>
<td>The dean forwards his or her independent recommendation to the vice president for</td>
<td>No later than December 12</td>
<td>The dean must act</td>
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<td>academic affairs and to the applicant.</td>
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<tr>
<td>The applicant may submit a letter to the committee on promotion and tenure</td>
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<tr>
<td>responding to the department’s, chairperson’s, and dean’s evaluations.</td>
<td></td>
<td>The tenure applicant may act</td>
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<tr>
<td>The committee on promotion and tenure holds an initial meeting.</td>
<td>Prior to last day of the fall</td>
<td>The CPT must act</td>
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<tr>
<td>semester.</td>
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</tr>
<tr>
<td>Step</td>
<td>Description</td>
<td>Date</td>
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</tr>
<tr>
<td>1</td>
<td>The committee on promotion and tenure will review all applications and render a judgment on each. The recommendation of the committee will be reported to the applicant.</td>
<td>February 15</td>
</tr>
<tr>
<td>2</td>
<td>If the committee judges that the application should be denied, the CPT will notify the applicant, citing the reasons for the denial. In addition, the CPT’s letter will offer the applicant the following options: (1) the applicant may submit an appeal to the vice president for academic affairs; (2) the applicant may withdraw the application; or (3) the applicant may take no action.</td>
<td>February 15</td>
</tr>
<tr>
<td>3</td>
<td>The candidate may appeal the committee on promotion and tenure recommendation.</td>
<td>February 25</td>
</tr>
<tr>
<td>4</td>
<td>If the candidate appeals, submitting evidence that the CTP has not already considered, the CPT will reconvene the committee and render a judgment. If the candidate’s appeal simply takes issue with the CPT’s recommendation, the appeal is added to the candidate’s application file.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The vice president for academic affairs writes a personal recommendation and forwards all applications to the president.</td>
<td>March 15</td>
</tr>
<tr>
<td>6</td>
<td>If the vice president for academic affairs recommends denial of an application on which the CPT has rendered a favorable judgment, or recommends denial of an appeal, he or she will inform the applicant of the reasons therefore.</td>
<td>March 15</td>
</tr>
<tr>
<td>7</td>
<td>The applicant may then submit an appeal to the president.</td>
<td>March 25</td>
</tr>
<tr>
<td>8</td>
<td>The president, after considering any appeals, will add his/her recommendations and forward all applications to the board of trustees.</td>
<td>April 15</td>
</tr>
<tr>
<td>9</td>
<td>If the president recommends denial of an application, the applicant may submit a written rebuttal of the president’s recommendation, which will be added to the application for consideration by the faculty personnel committee of the board of trustees. The applicant will also be offered the opportunity to make a personal appearance before the faculty personnel committee.</td>
<td>April 25</td>
</tr>
<tr>
<td>10</td>
<td>The faculty personnel committee will make its recommendations to the board of trustees. The president will not participate in the voting on the recommendation of the committee.</td>
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<tr>
<td>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.</td>
<td>June 15</td>
<td>The board of trustees must act</td>
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<tr>
<td>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 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.</td>
<td>by July 15th</td>
<td>The tenure applicant may act</td>
</tr>
<tr>
<td>The faculty personnel committee will 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.</td>
<td></td>
<td>The board of trustees FPC must act</td>
</tr>
<tr>
<td>The vice president for academic affairs will report in writing the final disposition of all applications for promotion and tenure to the members of the P and T committee and to NULTA’s president.</td>
<td></td>
<td>The VPAA must act</td>
</tr>
</tbody>
</table>
ARTICLE IX.   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 or 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 and will invite those parties to explore alternatives with the university. In addition, both the faculty of the affected department and NULTA will be given the opportunity and a reasonable period of time to formulate and present recommendations 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 vice president for academic affairs, 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 vice president for academic affairs. The vice president for academic affairs will forward his or her recommendation to the president for a decision, which will be subject to the grievance procedure. The vice president for academic affairs 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 making a decision. The president will make a decision 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 vice president for academic affairs, 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 X. GRIEVANCE

1. 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 Article IX, 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.

2. Grievance Procedures

A. Grievances by or on behalf of a full-time teaching faculty member: A faculty member may present a grievance in his or her own behalf, or, at his or her request, NULTA may present a grievance. NULTA may initiate a grievance without a request by the faculty member. In the event that a faculty member presents the grievance on his or her own, NULTA shall be entitled to representation at any hearing and any adjustment of the grievance shall be consistent with the terms of this Agreement.

B. 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.C.(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.C.(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.C.(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.

C. Formal Procedures

(1) NULTA’s grievance committee will use a dated cover letter, requesting acknowledgment of receipt, to forward in writing to the vice president for academic affairs and the individual being grieved those grievances initiated by individuals, groups of individuals, or NULTA. The vice president for academic affairs 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, or a grievant, 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.C.(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.

3. 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.

4. 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 XI. REMOVAL FOR CAUSE

The removal of any full-time faculty member for cause shall be processed in accordance with Part VI, Paragraph G, Statutes of Niagara University. Please see appendix of Collective Bargaining Agreement.

ARTICLE XII. FACULTY EVALUATION

All faculty must participate in the evaluation process outlined in this article.

1. Purpose: 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.

2. Areas of Evaluation: Teaching, service and scholarship are to be valued equally in the evaluation process.
A. Record of Scholarship: The criteria will be those stated in Article VII, Criteria for Tenure, paragraph 3.B.

B. Record of Service: The criteria will be those stated in Article VII, Criteria for Tenure, paragraph 3.D.

C. Record of Teaching: The criteria will be those stated in Article VII, Criteria for Tenure, paragraph 3.G.

3. Evaluation Process:

A. Non-Tenured Faculty

(1) First year, first semester: By the last day of exam week of the first semester of the first year, the chairperson will meet with the faculty member to discuss the student evaluations and the classroom evaluations conducted by the dean and chair. The dean will provide the chair with a copy of the faculty member’s classroom visitation report. The first semester review will focus on teaching effectiveness.

(2) First year, second semester: The faculty member will submit a portfolio of materials in the annual peer review. See section Evaluation Elements, item 3.A.(6) in this article below; and section Process, item 3.A.(7) in this article below. The portfolio is due to the department chair by February 1.

(3) Second year: 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.

(4) Third year: See Pre-tenure Review section 3.B of this article below

(5) 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 self-evaluation including those evaluation elements contained in section 6 (a) and (b) below 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 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 may be 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 vice president for academic affairs.

(6) Evaluation Elements

(a) Self-evaluation: The faculty member will complete a self-evaluation which will be sent to the chair of his/her department. 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.

(b) Student evaluation: It is the responsibility of the department chair to insure that student evaluations are administered every semester in all courses. A person, not the evaluatee, will attend the class after mid-semester and distribute the evaluation forms. Each faculty member will use the student evaluation form agreed upon by the faculty member’s academic department or college. 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. Alternately, the department may elect to use on-line student evaluation forms. The dean will have the right to review the forms. The chair will summarize the evaluations and will share the summary with the evaluee. The evaluee 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 evaluee. Among these visits, the dean and the chair must each personally conduct two classroom visits during the pre-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. Any evaluation instrument used either by the chair or the dean must be made available to the evaluee before the classroom visit. At the completion of these visits, the evaluators will write an evaluation and will meet personally with the evaluee 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.

(7) **Portfolio:** The faculty member being evaluated will complete a portfolio of materials to support evidence of scholarship, best practices in teaching, and service. The portfolio should include the following items: Self-evaluation (see 3.A.(6)(a); up-to-date curriculum vitae, current syllabi for all courses taught, examples of assessments (assignments, student projects, classroom activities, etc.), summary of student evaluations from all courses taught, chair’s and dean’s classroom visitation report(s), department peer reviews, dean reviews, evidence of scholarship to include copies of presentations, papers, publications and any other evaluative data on research including evidence of the impact and quality of scholarly work (see section on scholarship, VII, 3.B.), proficiency as a teacher (see 3.C.), evidence of service (i.e., letters of appointment, expressions of appreciation)(see 3.G.), any other evidence of scholarship, best practices in teaching, and service, including but not limited to, testimonials from former students, commentaries from colleagues and professionals in the field. Doctoral faculty in the College of Education will have their portfolios reviewed by an external evaluator.

(8) **Process:** The faculty member will submit the portfolio to the department chair by February 1.

(a) The faculty member being evaluated will complete a portfolio of materials which includes the self-evaluation, summary of student evaluation, all classroom visitation reports and other pertinent material, e.g., course syllabi, grade distributions,
etc., and submit it to the department chair by February 1. Within one week the chair will make the portfolio available for review by other full-time members of the department.

(b) A peer review will be done by the department at a departmental meeting. The chair and a faculty member (chosen by the evaluatee) will submit the written report. The evaluatee may submit a response to the report. The report and the response, if any, will be included in the evaluation portfolio which is to be submitted to the dean by March 1.

(c) The faculty member will meet with the dean (within 20 university working days) to discuss the evaluation. The evaluatee may elect to have another faculty member present at this meeting. The dean shall add his/her written comments and enclose them in the portfolio. The faculty member may add a response to the dean’s comments. The response will become part of the portfolio.

B. Third-year Pre-Tenure Review

(1) 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, with a focus on the previous five-semester period. Faculty members who, at the time of initial appointment, have been granted one-year credit toward tenure for service at other institutions of higher education 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 during the spring of the faculty member’s second year or the spring of the third year. 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 receive pre-tenure review no more than once before applying for promotion and/or tenure.

(2) By April 1 of the pre-tenure review year, each eligible non-tenured faculty member will submit to the committee on promotion and tenure an abbreviated version (no more than five pages) of the self-evaluation report, which should highlight the faculty member’s activities in teaching, scholarship, and service as described in this article, paragraph 3.A.(6)(a), Self-evaluation. Faculty members will be provided with copies of all classroom visitation reports, a summary of student evaluations, peer reviews from department chairs and faculty, and the dean’s written comments, and these documents should be submitted to the committee with the applicant’s self-evaluation report.

(3) 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 chairperson (VPAA) 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 VPAA as chairperson 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.

At the end of the pre-tenure review process, the promotion and tenure committee may recommend that candidates who have been judged not to be making satisfactory progress toward tenure be required to submit evidence of progress to their chairperson, dean and the VPAA that addresses specifically the area(s) of concern raised by the promotion and tenure committee. 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 scholarly activities and best practices in teaching and scholarship.

C. Promotion and Tenure Evaluations
(1) Evaluation Elements
(a) Self-evaluation: The faculty member will complete a self-evaluation which will be included in the application sent to the promotion and tenure committee. The self-evaluation should include descriptions of his or her activities in teaching, scholarship, service; professional goals and expectations; and up-to-date curriculum vitae.
Additional material the faculty member deems pertinent may be submitted as appendices, such as, but not limited to, evidence of scholarship, evidence of service, testimonials from former and/or current students, evaluation forms received from classes, and commentaries by qualified colleagues.

(b) Student evaluation: Student evaluations must be administered in every semester in all courses. A person, not the evaluee, will attend the class after mid-semester and distribute the evaluation forms. 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. Alternately, the department may elect to use on-line student evaluation forms. The dean will have the right to review the forms. The chair will summarize the evaluations and will share the summary with the evaluee within twenty (20) university working days. The evaluee may submit a response to the department. A copy of the summary and the response, if any, will be included in the evaluation portfolio and will be included in the application and sent to the committee on promotion and tenure. The original data entry forms will be returned to the faculty member after the semester’s final grades are submitted.

(c) Classroom Visitation: As part of the application process the chair (or a faculty member designated by the chair) and the dean (or a designee) will visit the classroom of the evaluee. 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. Any evaluation instrument used either by the chair or the dean must be made available to the evalee before the classroom visit. At the visits’ completion, the evaluators will write an evaluation and will meet personally with the evalee within twenty (20) university working days to discuss the evaluation. If the evalee wishes, he/she may write a response to the evaluation which will be included in the application.

(3) Process: See Article VIII Process for Faculty Promotion or the Award of Tenure 3.D.(2)(a). 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 previous ten-semester period.

D. Post-Tenure Review

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.

(1) Evaluation Elements

(d) Self-evaluation: The faculty member will complete a self-evaluation which will be sent to the chair of his/her department. The self-evaluation should include descriptions of his or her activities in teaching, scholarship, and service; professional goals and expectations; an up-to-date curriculum vitae and any additional material the faculty member deems pertinent, such as, but not limited to, evidence of scholarship, evidence of service, testimonials from former and/or current students, evaluation forms received from classes, and commentaries by qualified colleagues.

(e) Student evaluation: Student evaluations must be administered in the semester preceding post-tenure review submission. A person, not the evaluee, will attend the class after mid-semester and distribute the evaluation forms. After students complete the forms, the person administering the forms will collect the forms and return them to the chair of the department in a signed and sealed package. Alternately, the department may elect to use online student evaluation forms. The dean will have the right to review the forms. The chair will summarize the evaluations and will share the summary with the evaluee. The evaluee may submit a response to the department. A copy of the summary and the response, if any, will be included in the evaluation portfolio and will be forwarded to
the dean and the vice president for academic affairs. The original data forms will be returned to the faculty member after the semester’s final grades are submitted.

(f) Classroom Visitation: As part of the application 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 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. Any evaluation instrument used either by the chair or the dean must be made available to the evaluatee before the classroom visit. At the completion of these visits, the chair and the dean will each write an evaluation and will meet personally with the evaluatee within twenty (20) university working days to discuss the evaluation. If the evaluatee wishes, he/she may write a response, which will be included in the evaluatee’s portfolio.

(2) Process

(a) The faculty member being evaluated will compile a portfolio of activity in the areas of teaching, scholarship and service for the period being reviewed. Materials in this portfolio should include the self-evaluation, summary of the student evaluations done since the last evaluation, all classroom visitation reports and other pertinent
material, e.g., course syllabi, grade distributions, etc. The portfolio must be submitted to the department chair by the first day of the spring semester.

(b) A peer review will be done by the department at a departmental meeting. The chair and a faculty member (chosen by the evaluatee) will submit the written report. The evaluatee may submit a response to the report. The report and the response, if any will be included in the evaluation portfolio, which is to be submitted to the dean by February 1.

(c) The faculty member will meet with the dean within twenty (20) university working days to discuss the evaluation. The faculty member may elect to have another member of the faculty present at this meeting. The dean shall add his/her written comments and enclose them in the portfolio. The faculty member may add a response to the dean’s comments. The response will become part of the portfolio.

(d) The complete portfolio will be forwarded to the Vice-president for Academic Affairs. The VPAA 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.

(e) 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 vice president for academic affairs 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.

(f) It is expected that all faculty will present a portfolio showing activity in the areas of teaching, scholarship, and service. When the vice president for academic affairs 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 $1,000. (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 teaching, scholarship, or service the vice president for academic affairs may award an additional increment to base of up to $1,000. The University will balance awards among teaching, scholarship and service. The merit of the decision to award a bonus or increment to base is not subject to the grievance procedure.

(g) In the event that the chair is being evaluated, the chair pro tempore will perform the duties assigned to the chair as they relate to this article.
E. In the years between tenure and post-tenure reviews, student evaluations must be taken in all courses at least one semester in every two (2) year period.
Table 6 Elements of Evaluation

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<th>SELF-EVALUATION</th>
<th>STUDENT EVALUATION</th>
<th>CLASSROOM VISITATION</th>
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<td>The faculty member will complete a self-evaluation which will be sent to the chair of his/her department. The self-evaluation should include descriptions of his or her activities in teaching; scholarship; service; professional goals and expectations for the period up to the next evaluation; an up-to-date curriculum vitae, current syllabi for all courses taught, examples of assessments, summary of student evaluations from all courses taught, chair’s and dean’s classroom visitation reports, department peer reviews, dean reviews, evidence of scholarship to include copies of presentations, papers, publications and any other evaluative data on research including evidence of the impact and quality of scholarly work, evidence of service, any other evidence of scholarship, best practices in teaching, and service, including but not limited to, testimonials from former students, commentaries from colleagues and professionals in the field.</td>
<td>Departmental student evaluations must be administered in every semester in all courses. A person, not the evaluatee, will attend the class after mid-semester and distribute the evaluation forms. Each faculty member will use the student evaluation form agreed upon by the faculty member’s academic department or college. 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. Alternately, the department may elect to use online student evaluation forms. The dean will have the right to review the forms. The chair will summarize the evaluations and will share the summary with 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 student evaluations will be returned to the faculty member after he/she submits final grades for that semester.</td>
<td>As part of the application 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 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. Any evaluation instrument used either by the chair or the dean must be made available to the evaluatee before the classroom visit. At the completion of these visits, the chair and the dean will each write an evaluation and will meet personally with the evaluatee within twenty (20) university working days to discuss the evaluation. If the evaluatee wishes, he/she may write a response, which will be included in the evaluatee’s portfolio.</td>
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<td>The faculty member should complete a self-evaluation report highlighting his/her activities in teaching, scholarship, and service as described in Tables 2, 3, and 4.</td>
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The faculty member will complete a self-evaluation which will be included in the application sent to the committee on promotion and tenure. The self-evaluation should include descriptions of his or her activities in teaching; scholarship; service; professional goals and expectations; and an up-to-date curriculum vitae. Additional material the faculty member deems pertinent may be submitted as appendices, such as, but not limited to, evidence of scholarship, evidence of service, testimonials from former and/or current students, evaluation forms received from classes, and commentaries by qualified colleagues.

### Student Evaluation

Student evaluations must be administered in every semester in all courses. A person, not the evaluee, will attend the class after mid-semester and distribute the evaluation forms. 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. Alternately, the department may elect to use on-line student evaluation forms. The dean will have the right to review the forms. The chair will summarize the evaluations and will share the summary with the evaluee within twenty (20) university working days. The evaluee may submit a response to the department. A copy of the summary and the response, if any, will be included in the evaluation portfolio and will be included in the application and sent to the committee on promotion and tenure. Original data entry forms will be returned to the faculty member the semester’s final grades are submitted.

### Classroom Visitation

As part of the application process the chair (or a faculty member designated by the chair) and the dean (or a designee) will visit the evaluee's classroom. 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 visits’ duration should be mutually agreed upon but need not exceed two (2) clock hours. Before the classroom visit, the chair or dean must provide the faculty member with any evaluation instrument the evaluators will use. Within twenty (20) university working days of the visits’ completion, the evaluators will write an evaluation and will meet personally with the evaluee to discuss it. If the evaluee wishes, he/she may write a response to the evaluation; any response will be included in the application.

---

The faculty member will complete a self-evaluation which will be sent to his/her department chairperson. The self-evaluation should include descriptions of the faculty member’s activities in teaching; scholarship; service; professional goals.
and expectations; an up-to-date curriculum vitae and any additional material the faculty member deems pertinent, such as, but not limited to, evidence of scholarship, evidence of service, testimonials from former and/or current students, evaluation forms received from classes, and commentaries by qualified colleagues.

| and expectations; an up-to-date curriculum vitae and any additional material the faculty member deems pertinent, such as, but not limited to, evidence of scholarship, evidence of service, testimonials from former and/or current students, evaluation forms received from classes, and commentaries by qualified colleagues. | the person administering the forms will collect the forms and return them to the department chairperson in a signed and sealed package. Alternately, the department may elect to use online student evaluation forms. The dean will have the right to review the forms. The chair will summarize the evaluations and will share the summary with 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 and will be forwarded to the dean and the vice president for academic affairs. The original data forms will be returned to the faculty member after he/she submits final grades for that semester. |
Figure 1 Faculty Evaluation Processes Flowchart*

Classroom evaluations will be conducted by the chair and the dean.
Chairperson submits a report of peer review to the appropriate dean.
Classroom visitation and student evaluations from every course will inform the report.

Eligible full-time faculty apply for promotion or tenure

Faculty evaluatee submits a portfolio annually; Review by peers and dean occurs.

Eligible faculty member submits a self-evaluation report of five pages or less to P&T Committee, along with supporting documents as stipulated in XII 3 B (6);
Committee on Promotion and Tenure assesses eligible faculty evaluatee and recommends a bonus;
VPAA, as chair of P&T Committee, notifies evaluatee of Committee’s assessment and provides a written summary of evaluatee’s perceived strengths and weaknesses and determines awarding of bonus.

Appropriate bodies evaluate application for tenure or promotion.

Board of trustees announces tenure decisions.

Eligible full-time faculty participate in post-tenure review process as stipulated in XII 3 D (2).

FIRST SEMESTER OF FIRST YEAR OF SERVICE
NOVEMBER 15 OF YEAR OF ELIGIBILITY (SEE VII 2 A)
SECOND SEMESTER OF FIRST YEAR AND EACH YEAR OF THE PROBATIONARY PERIOD AFTER THE FIRST YEAR FEBRUARY 1
APRIL 1 OF PRE-TENURE YEAR
FROM POINT OF APPLICATION- PERIOD PRIOR TO DECISION DATE
JUNE 15 OF YEAR OF ELIGIBILITY
FIFTH YEAR AFTER CONFERREAL OF TENURE AND QUINQUENIALLY THEREAFTER

* This flowchart is intended to provide only a general overview of evaluation processes and timeframes and shall not be construed to repeal, rescind, or otherwise modify any parts of this Agreement.
### Table 7 Evaluation Process for Non-Tenured Faculty

<table>
<thead>
<tr>
<th>AGENT/INITIATOR</th>
<th>STEPS IN THE PROCESS</th>
<th>TIME LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department chairperson</td>
<td>Ensure student evaluations are completed and collected in every course the evaluatee teaches each semester using a process consistent with XII 3A(6)(b) of this Agreement</td>
<td>Each semester</td>
</tr>
<tr>
<td>Department chairperson</td>
<td>Summarize student evaluations and share the summary with the evaluatee; return student evaluation to evaluatee after final grades have been submitted for the semester</td>
<td>Each semester</td>
</tr>
<tr>
<td>Faculty evaluatee</td>
<td>May respond in writing to the summary of student evaluations; the response must be included in his or her portfolio</td>
<td>Each semester</td>
</tr>
<tr>
<td>Department chairperson and dean</td>
<td>Provide faculty evaluatee with copy of classroom evaluation instrument that will be used for classroom visitations; Conduct classroom visitation personally at least twice during the pre-tenure period</td>
<td>Two semesters during pre-tenure period</td>
</tr>
<tr>
<td>Department chairperson and dean</td>
<td>Chairperson and dean each write an evaluation of faculty evaluatee based upon classroom visitations and meet personally with evaluatee</td>
<td>Within 20 working days of the visits’ completion</td>
</tr>
<tr>
<td>Faculty evaluatee</td>
<td>May respond in writing to the chair’s and/or dean’s evaluation; the written response(s) must be included in his or her portfolio</td>
<td></td>
</tr>
<tr>
<td>Department chairperson</td>
<td>Chairperson to meet with faculty evaluatee to discuss student evaluations and classroom visitation report with teaching effectiveness as the focus of the review.</td>
<td>By last day of exam week of the first semester of faculty evaluatee’s first year of service</td>
</tr>
<tr>
<td>Eligible faculty evaluatee</td>
<td>Submit a portfolio to department chairperson comprised of elements described in Table 5 of this Agreement.</td>
<td>By February 1 of first and each year of the probationary period after the first year</td>
</tr>
<tr>
<td>Department chairperson</td>
<td>Make faculty portfolio available to full-time department faculty</td>
<td>Within one week of portfolio’s receipt</td>
</tr>
<tr>
<td>Full-time department faculty</td>
<td>Conduct a peer review of evaluatee</td>
<td></td>
</tr>
<tr>
<td>Department</td>
<td>Submit a written report based upon peer</td>
<td>By March 1</td>
</tr>
<tr>
<td>Role</td>
<td>Action</td>
<td>Timeframe</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Chairperson and full-time faculty member designated by evaluee</td>
<td>Review to the appropriate dean</td>
<td></td>
</tr>
<tr>
<td>Faculty evaluee</td>
<td>May submit a response to the peer review report as part of the portfolio; Submit portfolio to the dean</td>
<td>By March 1</td>
</tr>
<tr>
<td>Evaluee’s dean</td>
<td>Meet with faculty evaluee and with his or her faculty designee, should evaluee so desire, to discuss the evaluation.</td>
<td>Within 20 working days of receipt of portfolio</td>
</tr>
<tr>
<td>Evaluee’s dean</td>
<td>Add dean’s written comments to the evaluee’s portfolio</td>
<td></td>
</tr>
<tr>
<td>Faculty evaluee</td>
<td>May add a written response to the dean’s comments which will become part of the portfolio</td>
<td></td>
</tr>
</tbody>
</table>
### Table 8 Evaluation Process for Third Year Pre-Tenure Review

<table>
<thead>
<tr>
<th>AGENT/INITIATOR</th>
<th>STEPS IN THE PROCESS</th>
<th>TIME LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible* non-tenured faculty member</td>
<td>Submit an self-evaluation report of no more than five pages highlighting teaching, scholarship, and service; Append classroom visitation reports, student evaluation summaries, peer reviews, and dean’s comments to self-evaluation.</td>
<td>April 1 of pre-tenure review year</td>
</tr>
<tr>
<td>[*See VII 3 B]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P&amp;T committee</td>
<td>Review applications and provide an appraisal of each evaluatee; Recommend any one-time bonuses up to $1,000 which is not added to the faculty member’s base salary.</td>
<td></td>
</tr>
<tr>
<td>Chairperson of P&amp;T (VPAA)</td>
<td>Notify evaluatee of P&amp;T committee’s assessment; provide a written summary of evaluatee’s perceived strengths and weaknesses; determine the awarding of the bonus.</td>
<td></td>
</tr>
</tbody>
</table>
### Table 9 Post-Tenure Process

<table>
<thead>
<tr>
<th>Step In the Process</th>
<th>Contractually Stipulated Deadlines</th>
<th>Contractually Designated Agents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty member compiles a portfolio consistent with provisions set forth in XII 3 A (7) of this Agreement and submits it to the department chairperson.</td>
<td>First day of spring semester</td>
<td>Eligible faculty member</td>
</tr>
<tr>
<td>The eligible faculty member’s chairperson convenes a departmental meeting for the purpose of peer review. The chairperson and another faculty member chosen by the evaluee submit a written report. The evaluee may respond to the report; his or her written response will be included in the portfolio.</td>
<td>Department chairperson and full-time tenured faculty in department Evaluee</td>
<td></td>
</tr>
<tr>
<td>The portfolio is submitted to the appropriate dean.</td>
<td>By February 1</td>
<td></td>
</tr>
<tr>
<td>The eligible faculty member meets with his or her dean to discuss the evaluation. The dean adds his or her written comments to the evaluee’s portfolio. The evaluee may respond to the dean’s comments; any written response will be included in the portfolio.</td>
<td>Within 20 working days of February 1</td>
<td>Dean; Evaluee; Evaluee may elect to have another faculty member present</td>
</tr>
<tr>
<td>The portfolio will be forwarded to the vice president for academic affairs. The VPAA will review the portfolio and provide a written summary of the portfolio’s perceived strengths and weaknesses. The VPAA’s summary may include developmental recommendations. Should the VPAA’s summary identify a need for improvement in teaching, the faculty evaluee and his or her dean will attempt to develop a mutually agreed upon and specific program of development, in a manner consistent with XII D (2) (e) of this Agreement.</td>
<td>VPAA</td>
<td>Dean; Evaluee; promotion and tenure committee</td>
</tr>
<tr>
<td>Should the VPAA judge that the evaluee’s portfolio demonstrates a record of above average activity in any two the three areas of teaching, scholarship, and service, the faculty member is eligible for a one-time bonus of up to $1000. The VPAA may award an additional increment of up to $1000 to the evaluee’s base pay in cases where the evaluee demonstrates true excellence in either teaching, scholarship or service.</td>
<td>VPAA</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE XIII.  NON-TENURED FACULTY

1. Initial appointments in all faculty ranks are probationary, with the exception of persons first appointed with tenure.

2. 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.

3. During the probationary period, an individual may be notified of non-reappointment without specification of the reason for such non-reappointment.

4. 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.

5. 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.
6. If the faculty member feels that the reasons stated in the non-renewal letter are not consistent with the facts as he/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.

7. If a difference of opinion regarding the factual basis for the decision remains, then the faculty member may present his/her appeal to the faculty personnel committee of the board of trustees.

ARTICLE XIV. DEPARTMENTAL CHAIRPERSONS

1. Qualifications

A nominee for the office of chairperson at Niagara University:

A. Must be a full-time tenure track faculty member;
B. Must hold professorial rank;
C. Must have served two years as a full-time tenure-track faculty member; exceptions may be made in extraordinary circumstances.
D. Must have demonstrated leadership and administrative abilities.

2. 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 and arrange teaching schedules in consultation with department members, 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 policy and procedures established by the university and by this agreement;

(5) Encourage opportunities for faculty development;

(6) Communicate with department members on all important departmental matters;

(7) Keep the dean informed as to all departmental matters;

(8) Call and preside at no fewer than two department meetings 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 all CARE advisement sessions.

(3) Coordinate the evaluation and updating of course syllabi, textbooks, and other instructional materials with department members periodically;

(4) Schedule semester and summer departmental course offerings, subject to the dean’s review and approval. Before the chair submits the completed schedule to the dean, the chairperson will inform the current full-time department faculty of any courses/sections that are not assigned to full-time faculty. A full-time faculty member may volunteer to teach such a course/section that he/she
is qualified to teach. This process shall be administered in accordance with university policies and procedures.

(5) Initiate the development of course offerings in light of current trends in the discipline;

(6) Initiate periodic departmental program evaluation;

(7) Develop and implement with the director of admissions and the college’s dean programs to recruit new students;

(8) Develop and implement with the college’s dean programs to retain new students;

(9) Coordinate with the director of libraries those departmental activities which require library resources and services to support the program. Accordingly, the chairperson will:

(a) Review and authorize department member’s recommendations for the purchase of library materials;

(b) Assist in evaluating the library holdings’ adequacy in appropriate subject areas;

(c) Apprise the director of libraries of curricular changes that may affect the nature or level of library support required for the program;

(d) Advise the director of libraries on the allocation and expenditure of library materials funds required for the program.

C. Additional Duties

(1) Prepare and administer the departmental supply and expense budget after consulting with the faculty;

(2) Collaborate with the Alumni and Development Offices in preparing and implementing graduate surveys;
(3) Maintain all appropriate departmental records;

(4) Coordinate the use of the physical facilities, special equipment, and other appropriate departmental resources;

D. Summer Service: 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.

3. Selection: Full-time department faculty members shall elect a chairperson during the spring semester 2009 and every three years thereafter. No faculty holding part-time, adjunct or half-time positions will be eligible to vote. In the event that department members are unable to resolve a tie vote, the vice president for academic affairs will determine which of the tied candidates will serve as chairperson. The chairperson will assume responsibilities on commencement day.

4. Removal

A. 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 vice president for academic affairs for their recommendations to the president for a decision. The president’s decision is not subject to the grievance procedure.
5. Workload and Wages

A. Department chairs will be granted a one-course unit or three-semester-hour teaching load reduction per semester.

B. Chairpersons will be paid in the summer in the following manner:

(1) For departments with fewer than five (5) full-time equivalent faculty—$425.

(2) For departments with five (5) or more full-time equivalent faculty—$850.

ARTICLE XV. LEAVES

1. 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. Persons who have been granted leaves under this program shall be ineligible for a second leave until they have accumulated an additional six (6) years of service as a faculty member.

C. 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.

(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 vice president for academic affairs 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.

(4) Sabbatical leave recipients who do not return to the university shall be obligated to reimburse the university in full for all monies received from the university in support of the leave.

D. Return obligation: All sabbatical leaves shall be granted with the understanding that recipients are obligated to return to the university for at least one (1) academic year immediately following the leave period.

E. Approval of Sabbatical Leave Application

(1) All applications for sabbatical leave must be sent to the Vice president for Academic Affairs, 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 Vice President for Academic Affairs, with copies to the applicant, by September 30. The applicant may respond in writing to the Vice president for Academic Affairs by October 8.

(2) 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:

(1) the publication of books, monographs, articles;

(2) the preparation of papers that may be presented to scholarly or professional conferences;

(3) the preparation of grant requests which involve scholarly research;

(4) 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.

An application which identifies research as the primary activity should include any necessary requests for the support of such activity. See Table 10 Sabbatical Leave Process on page 80 of this Agreement for an overview of the application process.

(3) The Vice President for Academic Affairs 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 Vice President for Academic Affairs 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 Vice President for Academic Affairs 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 Vice President for Academic Affairs 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 Vice President for Academic Affairs may consider an application filed after December 8. Complaints concerning the merits of the decision of the Vice President for Academic Affairs 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.

F. The program approved for sabbatical leave may be altered by
the mutual consent of the applicant and the vice president for
academic affairs.

G. 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 vice president for academic affairs for
placement in the faculty member’s personnel file.

H. 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.
Table 10 Sabbatical Leave Process

<table>
<thead>
<tr>
<th>DEADLINE</th>
<th>STEP IN THE PROCESS</th>
<th>AGENT/INITIATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>By September 20 of the year preceding the academic year during which leave is requested</td>
<td>Send an application, including a prospectus, in accordance with XV 1 E (1) to vice president for academic affairs with copies to chairperson and dean.</td>
<td>Eligible faculty member</td>
</tr>
<tr>
<td>By September 30 of the year preceding the academic year during which leave is requested</td>
<td>Dean and department chairperson send their individual recommendations to the academic vice president</td>
<td>Dean and department chairperson</td>
</tr>
<tr>
<td>October 8 of the year preceding the academic year during which leave is requested</td>
<td>Faculty applicant may respond in writing to dean’s and/or chairperson’s recommendations. Responses, if any, should be sent to vice president for academic affairs</td>
<td>Faculty applicant</td>
</tr>
<tr>
<td></td>
<td>The vice president for academic affairs refers applications to the sabbatical review committee for advice.</td>
<td>Vice president for academic affairs sabbatical review committee</td>
</tr>
<tr>
<td>By November 1 of the year preceding the academic year during which leave is requested</td>
<td>The vice president for academic affairs approves or disapproves each application in writing</td>
<td>Vice president for academic affairs</td>
</tr>
<tr>
<td>By November 8 of the year preceding the academic year during which leave is requested</td>
<td>Applicant may appeal the vice president for academic affairs’ decision to the president</td>
<td>Faculty applicant</td>
</tr>
<tr>
<td>By December 8</td>
<td>The president will render a decision on the appeal.</td>
<td>President</td>
</tr>
</tbody>
</table>

* This table is intended to provide only a general overview of the sabbatical leave application approval process and timeframes and shall not be construed to repeal, rescind, or otherwise modify any parts of this Agreement.
2. Other Leaves: See Figure 2 Leaves on page 84 of this Agreement for an overview of types of leaves.

A. 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 vice president for academic affairs 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.

B. The vice president for academic affairs may grant leaves with pay for purposes which directly further the university’s interests.

C. Disability Leave: If a faculty member qualifies for disability benefits under the terms and conditions of the Group Total Disability Plan between the university and the UNUM, such member will be considered to be on disability leave. If, after twenty-four months from the date upon which the faculty member became eligible for disability benefits, he or she remains unable to perform the regular duties of a full-time faculty member, he or she will be subject to replacement. When fully able to resume duties, he or she will be given preference in filling the next available faculty opening for which he or she is qualified.

D. Work-related Injury Leave: A faculty member who sustains injuries during the course of employment should notify the Human Resources Office as soon as possible. If the injury results in lost time from work, the faculty member should also notify his or her department chairperson and dean. Faculty members who sustain work-related injuries may request a leave of absence for up to twenty-four months from the date of injury. If after twenty-four months from the date of injury the faculty
member remains unable to perform the regular duties of a full-time faculty member, he or she will be subject to replacement. When fully able to resume duties, he or she will be given preference in filling the next available faculty opening for which he or she is qualified.

E. Family Leaves: 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 law. In establishing an FMLA policy, the university may take advantage of all rights and privileges granted to employers under the FMLA. Consistent with the FMLA, the university shall grant eligible faculty members unpaid family and medical leave for up to twelve weeks during any twelve-month period. Other leaves under this Article, including leaves without pay, leaves for disability or work-related injury, leaves for child care and special 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.

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

(1) 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.

(2) 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.
(3) 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.

G. Special Leaves: The vice president for academic affairs may grant a faculty member a leave of absence with or without pay for a period of up to one year to care for a spouse, parent or other member of the faculty member’s household whether related or not.

H. Leaves Without Pay: During this time out, the faculty member granted this leave 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. Human Resources should be contacted with specific benefit questions as it relates to coverage during this status.

3. Periods of sabbatical leave will be included in the computation of years of service at the university. All other periods of leave, except those specifically authorized by the vice president for academic affairs to further the needs and interests of the university, shall not be included in the computation of years of service. Prior to granting a leave the vice president for academic affairs will inform the faculty member in writing whether the leave will be included in the computation of years of service to the university or not.
Figure 2 Leaves

This table is intended to provide only a general overview of the types of leaves addressed in the Agreement and shall not be construed to repeal, rescind, or otherwise modify any parts of this Agreement.
ARTICLE XVI. RETIREMENT

1. Any benefits in this article will be available to those faculty members 60 and older and with at least five (5) years of service.

2. 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.

3. The university will contribute $500 annually for individual 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. For faculty members retiring at the end of the spring semester, a year is designated from September 1 to August 31; for faculty members retiring at the end of the calendar year, a year is designated from January 1 to December 31. If a married retiree dies during this period of coverage, the spouse will continue to receive the benefit as long as family coverage is desired. If family coverage is no longer desired, the university contribution will be adjusted to reflect individual coverage. Those persons presently receiving payment under the 1996-1999 contract will continue to receive the payment. Those who are not eligible for comparable benefits elsewhere will be eligible to continue participation in the following fringe programs for five years:

   A. The above described health insurance benefits will be provided for a period of five years. If during the five (5) year period the retiree turns 65, Medicare will become the primary insurance
and the university group health plan or a medigap plan will become secondary and continue at the same coverage. After the five-year period, the faculty member or surviving spouse has the option, at his or her expense, of continuing participation and the health insurance programs. Any health insurance programs 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.

B. Group 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.

4. 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.

5. The retired faculty must notify the university when he or she accepts other employment and of the benefits for which he or she is eligible.
ARTICLE XVII. EARLY RETIREMENT

1. A faculty member is eligible for the early retirement benefits described in the Article once he or she has completed fifteen (15) years of full-time accumulated faculty service without a break in service of more than five years at Niagara University and is at least sixty (62) years of age. Any faculty member eligible to participate in this plan under the 2002-2004 Collective Bargaining Agreement remains eligible to participate in the plan immediately.

2. An eligible faculty member may set the date for early 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 early 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.

3. Application Process for Early Retirement: A faculty member who wishes to apply for early retirement must apply by giving written notice to the vice president for academic affairs. The notice must include the effective retirement date, which must fall within the above stated framework for effective dates.

4. Early Retirement Benefits

   A. A faculty member who takes early retirement will receive an annual stipend payable for three years following retirement. The annual stipend will be determined as follows:

      (1) 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 Human
Resources Office will calculate the stipend once the vice president for academic affairs department authorizes this office to do so. The vice president for academic affairs reviews the calculation for accuracy and approves it prior to payroll processing. The benefits that continue for retirement are health insurance and life insurance, provided the faculty member is enrolled upon retirement. All other benefits end and COBRA will be offered as covered by this law. The cost for health insurance and life insurance will be the same as for full-time faculty members for the duration of this status.

B. The following fringe benefits will be retained for three years following retirement:

(1) Health insurance benefits will be provided for a period of three years. If during the three-year period the retiree turns 65, Medicare will become the primary insurance and the university group health plan or a medigap plan will become secondary and continue at the same level of coverage. Any health insurance programs 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. After the three-year period, the faculty member or surviving spouse has the option, at his or her expense, of continuing in the health insurance programs.

(2) 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.

(3) Tuition remission (Article XXV, Fringe Benefits, paragraph 6); 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 (Article XXV, Fringe Benefits, paragraphs 7 and 8); any miscellaneous benefits for retired faculty members will be the same as for active faculty members, thereby allowing the university to modify these benefits for both retirees and full-time faculty members.

5. A faculty member who draws early retirement benefits may teach on an adjunct basis. Remuneration will be $4,000 per course. The early retiree 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 faculty parking privileges for the relevant teaching semesters in addition to any other courtesies extended to Niagara University retirees by the university.

6. A faculty member who has drawn benefits under the provisions of the university’s group total disability benefits policy (Article XXV, Fringe Benefits, paragraph 5) is not eligible for early retirement benefits until he or she has completed two (2) years service after the disability.

7. A faculty member who takes early retirement may choose to receive the annual stipend (1) in 24 semi-monthly installments or (2) 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 early retirement provisions of the Collective Bargaining Agreement, payment of the remaining installments will be made to a designated beneficiary or to the estate.

**ARTICLE XVIII. PERSONNEL FILES**

1. The vice president for academic affairs 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:

      (1) 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;

      (2) Official correspondence between the university and the faculty member or pertaining to the faculty member;

      (3) Written evaluations prepared by the department chairperson, dean, vice president for academic affairs, or president in connection with appointment, evaluation, reappointment, tenure, or promotion;

      (4) 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 vice president for academic affairs 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 vice president for academic affairs. 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, fringe benefits, financial, historical and statistical records. Such records are to be filed in appropriate offices.

ARTICLE XIX. 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 to Commencement.

2. The Christmas recess for the full-time faculty shall extend from the day following the last day of the fall semester to three (3) working days prior to the first day of classes of the spring semester.
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. However, it is not the intent of this provision to bar or discourage voluntary service by faculty members during those periods.

**ARTICLE XX. FACULTY WORKLOAD**

1. During 2007-2008, the maximum teaching load for full-time tenure track faculty members is eight (8) course units or twenty-four (24) semester hours per academic year. During any given semester, the maximum workload shall not exceed four (4) course units or twelve (12) semester hours. During 2008-2009 and 2009-2010, the maximum teaching load for full-time tenure track faculty members is seven (7) course units or twenty-one (21) semester hours per academic year. During any given semester, the maximum workload shall not exceed four (4) course units or twelve (12) semester hours. Starting in 2010-2011, the maximum teaching load is six (6) course units or eighteen (18) semester hours per academic year. During any given semester, the maximum workload shall not exceed three (3) course units or nine (9) semester hours. Classes subject to cancellation for under-enrollment must be canceled within the first five university working days after the beginning of the semester.

2. During 2007-2008, all faculty members in the first year of a full-time, tenure track teaching position will receive a one-semester download to support their orientation and acculturation to Niagara University.

3. Department chairpersons will be granted a one-course unit or three semester-hour reduction in teaching load per semester. (See also Article XIV, Departmental Chairpersons, paragraph 5.A.)

4. The vice president for academic affairs may authorize in writing the awarding of stipends and/or reductions in teaching loads for temporary
administrative duties or university-initiated projects. All requests for reduction in teaching load must be made in writing to the vice president for academic affairs and the dean of the appropriate college. NULTA must be notified of these decisions concurrently with notification of the faculty member.

5. The vice president for academic affairs may authorize in writing the awarding of one-semester research reductions 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 must be submitted in writing to the chair, the dean and the vice president for academic affairs, 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 download, in accordance with the annual for applications and review. The decision of the vice president for academic affairs on requests for research downloads 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.

6. The university will make available a number of research downloads in accordance with the following formula:
   A. 2007/08  49 downloads
   B. 2008/09  6 downloads
   C. 2009/10  6 downloads
   D. 2010-2011 6 downloads

   It is recognized that all awards may not be made available within a given year if sufficient qualified applications are not received.

7. Except as indicated below, the course units or semester hours for each course are those listed in university catalogs for 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) semester hour. Each contact hour per week in the laboratory will be counted as 2/3 of a semester hour. The maximum number of contact hours per semester will be fifteen (15) for a semester where the maximum workload is twelve (12) semester hours, and twelve (12) contact hours for a semester where the maximum workload is nine (9) semester hours. (Computation of overload payments will be based on the number of semester-hour equivalents in excess of twelve (12) or the number of laboratory contact hours that are in excess of a total of fifteen (15) contact hours for a semester where the maximum workload is twelve (12) semester hours. For a semester where the maximum workload is nine (9) semester hours, overload payments will be based on the number of semester-hour equivalents in excess of nine (9) or the number of laboratory 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.

8. During 2007-2008, a full-time tenure track faculty member who teaches two or more courses at the graduate level in any academic area in a single semester shall be granted a one-course or three-semester-hour reduction in teaching load for that semester. A faculty member who teaches one (1) course at the graduate level in any academic area in a single semester shall be granted a one (1) course (three [3] semester hour) reduction in teaching load in any semester during which or after the faculty member teaches one additional
course at the graduate level. At most, one course download of this type may be taken in any semester.

During 2008-2009 and 2009-2010, a full-time tenure track faculty member who teaches two or more courses at the graduate level in any academic area in a single semester shall be granted a one-course or three-semester-hour reduction in teaching load for that semester. This one-course or three (3) semester hour reduction may be utilized only in a semester when the faculty member’s maximum workload is four (4) courses or twelve (12) semester hours.

9. The number of separate course preparations in any semester will not ordinarily exceed three (3) except in cases where multiple sections are not available in the department, when the faculty member accepts voluntarily more than three (3) preparations, or when the faculty member accepts an overload assignment. All course preparations for different sections of the same course during a semester will be considered a single course preparation.

10. No faculty member shall be permitted an overload 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 (director) and recommended by the dean. Final approval rests with the vice president for academic affairs. A faculty member shall be limited to one course or three semester hours of overload except under unusual circumstances.

11. Class size for the subjects listed below shall not ordinarily exceed:
   A. Seventeen (17) students per section in Writing 100; 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.
12. The student load per faculty member shall not ordinarily exceed 225 students per semester.

13. Each faculty member shall schedule and maintain a minimum of six (6) on-campus 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. For faculty members whose schedules include time off campus in educational or field settings (a) for two (2) days per week, the faculty member may schedule office hours at the off-campus location on one (1) of those days; (b) for three (3) days per week, the faculty member may schedule office hours at the off-campus location on three (3) of those days. For faculty members teaching graduate courses at off-campus site(s), one-third (1/3) of the office hours may be held at the off-campus site(s).

14. Additional duties are those tasks which are not directly related to the development, preparation, and presentation of academic course material or to advising and counseling students on academic or curricular matters. Included among additional duties are membership on committees and boards and moderatorship for student organizations and activities. Insofar as possible, additional duties will be shared equally by the faculty.

15. 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.

C. A university committee composed of administration and faculty will be established to study the student registration process. A report recommending improvements will be presented to the administration and NULTA by the completion of the spring 2009 semester.

ARTICLE XXI. 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. The assignment of faculty to the off-campus sites will be in accordance with Article XXIV Wages, paragraph 8.E. of this contract. Full-time faculty members who teach at off-campus sites will be paid a stipend of $1000 per regular semester regardless of the number of courses taught. During the summer, a $1000 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 Niagara University 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 practica.

3. The establishment of off-campus sites for instruction is the right solely of the vice president for academic affairs.

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.

5. Faculty regularly teaching in Ontario as set forth in Article XX are not considered to be teaching at off-campus sites; however, teaching or travel away from their usual site is to be remunerated as set forth above.

ARTICLE XXII. ONTARIO FACULTY

Faculty hired or directed to teach at certain sites in Ontario, Canada per consent of the Ontario Minister of Training, Colleges and Universities, expressly agree that their employment and any claims arising therefrom be governed by the federal law of the United States of America and the laws of the State of New York; and agree to jurisdiction and venue in the State of New York, County of Erie for all matters arising out of this Agreement and their employment by the university.

ARTICLE XXIII. TRANSFERS

No full-time faculty member may be transferred from one department to another within a college without consultation among the faculty member, the chairpersons of the affected departments and the dean. The dean will make decisions on transfers; decisions may be appealed to the vice president for academic affairs.
ARTICLE XXIV. WAGES

1. The salary for 2007-2008 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 2006-2007 salary to be distributed as an increase of 2% salary to each individual base salary plus 1.5% of total faculty base salaries distributed equally among all returning faculty.

2. The salary for 2008-2009 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 2007-2008 salary to be distributed as an increase of 2% salary to each individual base salary plus 1.5% of total faculty base salaries distributed equally among all returning faculty.

3. The salary for the 2009-2010 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 2008-2009 salary to be distributed as an increase of 2% salary to each individual base salary plus 1.5% of total faculty base salaries distributed equally among all returning faculty.

4. The salary for the 2010-2011 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% salary of the 2009-2010 salary.

5. Salary Adjustment:
   A. 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 vice president for academic affairs 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 be charged with evaluating possible contributing factors to inequity, reviewing faculty salaries identified as inequities, and recommending salary adjustments.

B. An individual faculty member will have the opportunity to request a review of his/her compensation. The request must be made in writing and be submitted to the faculty member’s chairperson, the appropriate dean, the salary adjustment committee and the vice president for academic affairs.

C. 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.

D. No faculty member will receive a salary lower than the mean salary of the immediately next lower rank.

5. Promotion Increments
   A. Promotion to the rank of assistant professor—$1,000
   B. Promotion to the rank of associate professor—$2,000
   C. Promotion to the rank of professor—$3,500

6. Summer School and Overload
   A. A full-time faculty member who teaches during the summer session will be paid at the following rates:

      2008  $833.33 per semester hour
      2009  $916.67 per semester hour
      2010 forward $1,000.00 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 $500.00

   B. A full-time faculty member who teaches an overload will be paid
at the following rates:

2007-2008  $833.33 per semester hour
2008-2009  $916.67 per semester hour
2009-2010 and forward $1,000.00 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 such that the tuition for the students enrolled in the course is less than the amount to be paid to the faculty member under the provisions of Paragraph 3a and b above, the faculty member will be paid an amount equal to the current tuition value of the enrolled students.

D. Chairpersons will be paid in the summer in the following manner:

(1) For departments with fewer than five (5) full-time equivalent faculty—$425;
(2) For departments with five (5) or more full-time equivalent faculty—$850.

7. C.A.R.E.

A. Full-time faculty members who participate in summer advisement under the C.A.R.E. Program will receive compensation as follows:

(1) For training sessions – twenty dollars ($20.00) per hour.
(2) For academic advisement and testing under the C.A.R.E. Program – thirty dollars ($30.00). Faculty members will receive a minimum of two (2) hours pay for each day on which they perform academic advisement.

B. Faculty participation in other C.A.R.E. Program events, while encouraged, is optional.
8. Miscellaneous Fees and Compensation

A. An independent study is a course in which a student explores a specialized subject not covered by a regularly offered course. Normally the student who undertakes an independent study will meet with the faculty member for no more than ten (10) contact hours. A faculty member will be paid for directing an independent study as follows:

- 2007-2008 $300.00
- 2008-2009 $350.00
- 2009-2010 and forward $400.00

B. 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. Normally the student will meet with the faculty member for no more than ten (10) contact hours. A faculty member will be paid for directing an individual study as follows:

- 2007-2008 $300.00
- 2008-2009 $350.00
- 2009-2010 and forward $400.00

C. A tutorial course is a course taught by a faculty member to a single student in no fewer than twenty-five (25) nor more than thirty (30) contact hours. The faculty member will be paid $300.00 for teaching a tutorial course.

D. Other fees for faculty services are as follows:

(1) Directing a graduate thesis:

- 2007-2008 $350.00
- 2008-2009 $400.00
- 2009-2010 and forward $450.00;
(2) Directing an honors thesis:
   2007-2008  $350.00 each semester
   2008-2009  $400.00 each semester
   2009-2010 and forward $450.00 each semester;

(3) Proctoring graduate comprehensive examinations - $20.00 per hour;

(4) Administering a challenge examination - $50.00 for one student and $20.00 for each additional student examined at the same time;

(5) Teaching an honors-enhanced course: $250.00 per student.

E. 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.

9. Payment Schedule

A. Full-time faculty members will be paid semi-monthly. Faculty are paid over nine months (18 pays) with the option to select a twelve-month payment schedule (24 pays) with payment selection option renewable at the beginning of the academic year but no later than September 1st.

10. 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.
ARTICLE XXV.  FRINGE BENEFITS

1. Health Insurance
   A. 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, to a greater extent than in the past, assures that their benefit dollars and the employees’ contributions are spent on the 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.

   (1) Medical Coverage

   One medical coverage carrier, Independent Health, is offered with multiple plans. Each plan has multiple options. The faculty member will be allowed to opt out of the university group medical plan and receive a payment of $2500.00 which can be taken in cash or used to purchase other benefits. Participation in the dental plan is for two consecutive years at a time.

   a) Faculty Contributions to Medical Coverage

      Single Plan - The university will assume 100% of the cost of the Flex-Fit Select plan.

      Family Plan - The university will assume 95% of the cost of the Flex-Fit Select plan.

   b) University Contributions to Medical Coverage
**Single Plan**

The university will contribute an amount to an HRA (health reimbursement account) for most plans. Faculty may use these monies for co-pays, appointments, or other medical services not covered under their chosen medical plan option.

**Family Plan**

The university will contribute an amount to an HRA (health reimbursement account) for most plans. Faculty may use these monies for co-pays, appointments, or other medical services not covered under their chosen medical plan option.

**Note: See HR for details of plans**

(2) **Health Coverage for Surviving Spouses**

Surviving spouses of deceased faculty members may remain in the health plan of the deceased faculty member for three years subsequent to the date of death, continuing to pay the amount previously paid by the deceased. If family coverage is no longer necessary, the university contribution will be adjusted to reflect individual coverage. To the extent that the widow/widower is eligible for Medicare benefits, the university contribution will be adjusted accordingly. In the event the premiums increase, the amount paid by the widow/widower will increase proportionately. This benefit is available provided that the spouse is not able to receive basic health coverage through his/her employment. Eligibility ceases on remarriage, provided the spouse can enroll in a family health plan, or, if the spouse enters employment where basic health coverage is offered.
After this period, the surviving spouse has the option, at his or her expense, of continuing in the health insurance programs.

2. **NUFLEX**

   All full-time faculty members can establish a pretax spending account (NUFLEX) for non reimbursable medical expenses. Deductions for health insurance premiums will automatically be deducted from that account unless the Office of Human Resources receives written notice to the contrary. Accounts can be established to the maximum of $5,000 and are subject to the rules governing use. The Office of Human Resources will provide each participating faculty member with a written document outlining the relevant provisions.

3. After one (1) year of service at Niagara University, a full-time faculty member may participate in the university retirement program through either TIAA CREF or AXA. The faculty member will contribute 2.5% or more of his/her contract salary and the university will contribute an amount equal to 7.5% of the faculty member's salary. Faculty members have the right to borrow against retirement monies. Further, at retirement, funds are cashable under the rules established by the plans offered by the university.

4. **Life Insurance**

   The university will provide the option to purchase a level term policy which will give the faculty member $40,000 of life insurance.

5. **Disability**

   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. This insurance is commonly called “disability insurance.”
A. Faculty do not need to purchase short-term disability insurance (commonly referred to as a salary continuation plan). Coverage is automatic for all faculty from the date of hire. In the event of disability, this insurance will pay 100% of the faculty member’s salary for up to three months.

B. Faculty may purchase long-term disability (LTD) insurance as part of the benefits package. Faculty may use cafeteria dollars to purchase LTD insurance at the time they decide on a choice of plan.

(1) 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.

(2) Faculty who have previously been enrolled in another group disability plan (for example, through a previous employer) may purchase LTD immediately. The waiting period will be waived if the following conditions are met:
   (a) The individual submits details of the plan to the university’s Human Resources Office for review.
   (b) The Human Resources Office and the commercial disability insurance carrier review the previous plan and assure that it meets the carrier’s criteria for previous coverage.

(3) Faculty must adhere to the following procedures to obtain benefits under disability insurance:
   (a) If a faculty member is disabled, he or she must notify the chair or dean, and must contact the university’s Human Resources Office within five consecutive working days to begin short-term disability leave.
   (b) If a faculty member is disabled longer than three months 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 Human Resources Office.

(c) For additional detail concerning specific benefits, faculty should review the LTD policy.

(4) These benefits run concurrently with the Family and Medical Leave Policy (FMLA) indicated in Article XV

6. Tuition Remission
   A. A full-time faculty member is entitled to receive full tuition remission for up to six (6) semester hours of graduate or undergraduate course work per semester.
   B. 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.
   C. Dependent children 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 five years and who have retired or died while in the service of the university are entitled to a 10% remission of undergraduate tuition for each year of the faculty member’s service.
E. Faculty members who have no children, and are at least forty (40) years of age, and have served at least seven (7) years at Niagara university may, during their term of service, designate one (1) person, related by blood or marriage, for tuition remission on the same basis as dependent children (see Subparagraph 5c above).

F. 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.

G. Dependent children of full-time faculty members who are terminated under the provisions of Article IX or X and who are matriculated students in an undergraduate program prior to the effective date of the termination will retain their entitlement to tuition remission.

H. Full-time faculty members may nominate their dependent children for participation in the Tuition Exchange Program. 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 in subparagraph 6.E. above, 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 tuition remission.

7. 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.

8. The university will continue to provide free notary service, Credit Union facilities, direct deposit of pay checks to the individual's bank account, free use of the library, a faculty dining room, and free use of athletic facilities, other than the Dwyer Ice Arena. The faculty member will have free use of the Kiernan Center during the hours of 11 a.m. to 3 p.m., Mondays through Fridays. 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.

**ARTICLE XXVI. INTELLECTUAL PROPERTY**

1. 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.
2. 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—everything from poetry, to sculpture, to computer programs. 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. Inventors should 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.
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.
3. 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.

(2) First exception: The copyright to works 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.

(3) Second exception: The faculty member assigns the copyright to the university; such assignment shall only be effective upon a signed, written agreement.

(4) In no event shall the above be construed to derogate the university's rights under a non-exclusive license.

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 the general counsel or NULTA IP Committee to 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.

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.

4. 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.

B. Faculty who would like additional resources shall obtain a copy of a request form from the general counsel or 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.

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.

5. 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 XXVII. COURSE REDUCTIONS FOR NULTA

For the duration of the Agreement, NULTA will receive four course reductions per semester to be distributed by NULTA to the members of the negotiating team. NULTA’s president will notify the vice president for academic affairs notified of these course reductions’ recipients as early as possible.

ARTICLE XXVIII. 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 XXIX. 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 XXX. TOTAL AGREEMENT CLAUSE

Except as provided herein, neither the Association 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 the Association.
ARTICLE XXXI. DURATION AND SIGNATURE CLAUSE

The provisions of this Agreement shall become effective as of August 22, 2007 and shall continue in full force and effect until August 21, 2011. 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.

___________________________
Rev. Joseph L. Levesque, C.M.
President, Niagara University

______________________________
Suzanne C. Wagner, President
Niagara University Lay Teachers Association
APPENDIX

STATUTES OF NIAGARA UNIVERSITY
March 2007
PART VI, PARAGRAPH G

Due Process Procedures for Hearing Charges

If it becomes evident that a faculty member is moving in the direction where charges might be brought, reasonable efforts should be made successively by the respective chair and dean, as well as the vice president for academic affairs, to remedy the situation and thus obviate the need for bringing charges against the faculty member to the president.

1. **Grounds for Charges**
   Members of the faculty may be suspended or removed for one or more of the following reasons:
   a. Incompetent or inefficient service;
   b. Demonstrated neglect or unwillingness to perform the duties of an appointment in accordance with the established policies and procedures of the university;
   c. Conduct inconsistent with accepted professional and moral standards (this shall not be so interpreted as to constitute interference with academic freedom);
   d. Physical or mental incapacity.

2. **Investigation of Charges (Informal)**
   a. Charges against a member of the faculty who has tenure or whose term of appointment has not expired may be made by the president, vice president, a dean, a departmental chair, a member of committee of the board of trustees, or by the board of trustees itself. Such charges shall be confidentially presented to the president in the first instance. When the charges relate to one of the policies in the Policies and Procedures Manual, all preliminary steps and safeguards of the rights of all parties specified in those policies shall be observed.
   b. The president shall discuss the matter with the faculty member concerned in 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.

c. 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.

d. The committee shall consult with the president 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, shall formulate in writing the charge made against the faculty member and the principal points of such evidence as would support the charge.

e. The president may suspend a member of the faculty pending the investigation of the charges. Such a suspension will normally be with pay.

3. **Service of Charges (Formal)**

Immediately after the formulation of charges against a faculty member under the terms of 2(d) above, the president shall have served upon the person involved a copy of such charges. 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 hearings 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 less than ten (10) nor more than twenty (20) days from the date charges are served to file his or her answer to them.
4. **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 the person against whom the charge is made may request that five (5) members hear the case. In this situation, the president and the person charged may each pick one member from the alternates.

5. **Hearing Procedures**

a. 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.

b. 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.

c. 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 stenographic 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.

d. 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. 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 release to the public shall be made through the President’s Office.

6. **Action by the Board of Trustees**

The president shall transmit to the board of trustees 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.

7. **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 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.