The Collective Bargaining Agreement

Between

The Board of Trustees of

Delaware State University

And The

Delaware State University

Chapter of the

American Association of University Professors

2010 ~ 2015
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF
DELAWARE STATE UNIVERSITY

AND

THE DELAWARE STATE UNIVERSITY CHAPTER OF
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

2010-2015
# Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Agreement</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>Purpose</td>
<td>1</td>
</tr>
<tr>
<td>III</td>
<td>Definitions</td>
<td>2</td>
</tr>
<tr>
<td>IV</td>
<td>Recognition of Unit</td>
<td>5</td>
</tr>
<tr>
<td>V</td>
<td>Non-Discrimination</td>
<td>6</td>
</tr>
<tr>
<td>VI</td>
<td>Rights and Privileges of the Parties</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>6.15 Professional Dues Deduction</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>6.16 Access to Information</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>6.17 Management Rights</td>
<td>11</td>
</tr>
<tr>
<td>VII</td>
<td>Appointment and Reappointment</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>7.1 General</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>7.2 Types of Contract</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>7.3 Qualifications for Appointment</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>7.4 Search Procedures</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>7.5 Reappointment</td>
<td>21</td>
</tr>
<tr>
<td>VIII</td>
<td>Promotion and Tenure</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>8.1 Basic Principles Underlying the Promotion and Tenure Process</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>8.2 Definitions</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>8.3 Policies Governing Promotion</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>8.4 Policies Governing Tenure</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>8.5 Judgmental Criteria for Promotion and Tenure</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>8.6 Procedures for Promotion or Tenure</td>
<td>31</td>
</tr>
<tr>
<td></td>
<td>8.7 Target Dates for Promotion or Tenure</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>8.8 General Provisions</td>
<td>36</td>
</tr>
<tr>
<td></td>
<td>8.9 Appeals</td>
<td>37</td>
</tr>
<tr>
<td></td>
<td>8.10 Promotion of Librarians, Counselors, and Clinical Practitioners in Nursing</td>
<td>40</td>
</tr>
<tr>
<td>IX</td>
<td>Professional Development</td>
<td>43</td>
</tr>
<tr>
<td></td>
<td>9.1 Sabbatical Leaves</td>
<td>43</td>
</tr>
<tr>
<td></td>
<td>9.2 Professional Development Leave for Non-teaching (N/T) Unit Members</td>
<td>46</td>
</tr>
<tr>
<td></td>
<td>9.3 Professional Development Fund</td>
<td>48</td>
</tr>
<tr>
<td></td>
<td>9.4 Short Term Professional Leave (Department Travel)</td>
<td>50</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
<td>------</td>
</tr>
<tr>
<td>9.5</td>
<td>Grievability</td>
<td>52</td>
</tr>
<tr>
<td>9.6</td>
<td>Academic Enrichment Fund</td>
<td>52</td>
</tr>
</tbody>
</table>

**ARTICLE X**  
**SEVERANCE PROCEDURES**  
10.1 General | 53 |
10.2 Resignation | 53 |
10.3 Non-Reappointment | 54 |
10.4 Discharge and Other Sanctions | 55 |
10.5 Termination | 58 |
10.6 Termination Under Reduction or Discontinuation of Program | 63 |
10.7 Termination for Disability | 63 |
10.8 Termination and Grievance Procedure | 64 |

**ARTICLE XI**  
**ANNUAL EVALUATIONS**  
11.11 General Procedures for Evaluations | 67 |
11.14 Evaluation of Chairpersons, Academic Directors, and Head Librarians | 69 |

**ARTICLE XII**  
**WORKLOAD**  
12.1 Work Year | 69 |
12.2 Academic Load | 70 |
12.3 Faculty Responsibilities and Obligations | 72 |
12.4 Workload Assignment | 74 |
12.5 Availability of Teaching Faculty | 75 |
12.6 Committee Service | 76 |
12.7 Winterim | 76 |
12.8 Overload | 77 |
12.9 Funded Research | 77 |
12.10 Outside Employment | 78 |
12.11 Job Descriptions and Assignments - Department or Library Assistant | 78 |

**ARTICLE XIII**  
**WORKING CONDITIONS**  
13.4 Commons Hours | 80 |
13.5 University Facilities | 81 |
13.6 University Services | 82 |

**ARTICLE XIV**  
**GRIEVANCE AND ARBITRATION**  
14.1 Intent | 83 |
14.2 Definition | 83 |
14.3 Informal Procedure for Grievances | 83 |
14.4 Basic Provisions | 84 |
14.5 Formal Grievance Procedures | 85 |

**ARTICLE XV**  
**PERSONNEL FILES** | 87 |
ARTICLE XVI     RELEASE TIME .............................................................................................90

ARTICLE XVII     SALARIES .....................................................................................................90
  17.1 Salary Minimum ........................................................................................................90
  17.2 Salary Adjustments ....................................................................................................91
  17.3 Salary Adjustment for Promotion .............................................................................91
  17.4 Overload Compensation ............................................................................................91
  17.5 Summer and Winterim Sessions Compensation ......................................................92
  17.6 Compensation of Department Chairpersons ..........................................................92
  17.7 Payment Schedule ....................................................................................................92
  17.8 Preservation of Base Salary .....................................................................................93
  17.9 Compensation for Unusual Services .........................................................................93
  17.10 Additional Compensation ......................................................................................93
  17.11 Excellence Awards ..................................................................................................94
  17.12 Merit Compensation Program ................................................................................94
  17.13 Additional Compensation for Off-Campus Activities ...........................................97
  17.14 Compensation for Instructors in the Child Development Laboratory ....................97

ARTICLE XVIII     FRINGE BENEFITS .....................................................................................97
  18.1 Insurance Plan ..........................................................................................................97
  18.2 Information to Individuals .......................................................................................98
  18.3 Leave ..........................................................................................................................98
  18.4 Bereavement Leave ....................................................................................................99
  18.5 Leave for Court-Required Services ........................................................................100
  18.6 Military Leave ........................................................................................................100
  18.7 Annual Leave for Twelve Month Unit Members .....................................................100
  18.8 Holidays ..................................................................................................................101
  18.9 University Closings ................................................................................................102
  18.10 Sick Leave ..............................................................................................................103
  18.11 Personal Leave ......................................................................................................104
  18.12 Notification ..........................................................................................................104
  18.13 Education Benefits ...............................................................................................105
  18.14 Tuition Remission Program ..................................................................................105

ARTICLE XIX     GOVERNANCE ............................................................................................106
  19.1 General Principles ..................................................................................................106
  19.2 Departmental Governance ......................................................................................107
  19.3 Designation of Chairperson ....................................................................................109
  19.4 University Governance ..........................................................................................111
  19.5 Participation on Search Committees ......................................................................111
  19.6 Administrative Equivalence ...................................................................................111

ARTICLE XX     PAST PRACTICE ...........................................................................................112

ARTICLE XXI     LEGISLATIVE CLAUSE .............................................................................112
ARTICLE XXII IMPLEMENTATION OF AGREEMENT

22.1 Scope of Agreement

22.2 No Strikes or Lockouts

22.3 Separability

22.4 Notice

22.5 Non-Assignment of Agreement

22.6 Agreement Management

22.7 Printing and Distribution of Agreement

ARTICLE XXIII EFFECT, DURATION, AND RENEGOTIATION

23.1 Totality

23.2 Effect

23.3 Renegotiation

23.4 Ratification

23.5 Execution

APPENDIX A 7.4 Search Procedures Chart

APPENDIX B 7.5 Reappointment

APPENDIX C 8.7 Flowchart and Timeline for Promotion and Tenure

APPENDIX D 10.3 Nonreappointment

APPENDIX E Salary Deduction Authorization

ARTICLE I AGREEMENT
ARTICLE II

PURPOSE

2.1 The intents and purposes of this Agreement are to improve the quality and effectiveness of education at Delaware State University by promoting the highest standards of academic excellence in all phases of instruction, research, and public service. To that end, this Agreement aims to insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and professional service. This Agreement aims at achieving and maintaining academic excellence, facilitating effective faculty participation in decisions affecting the welfare of the University, assuring fair, reasonable, and nondiscriminatory conditions of employment, and providing techniques and procedures for the peaceful adjustment of disputes, should these arise.

2.2 It is recognized by both the University and the Association that mutual benefits are to be derived from continual improvement of Delaware State University, and that participation with faculty and professional employees in the formulation of policies under which they provide their services is educationally sound.

2.3 While the Association, as the elected bargaining agent, retains the exclusive rights to negotiate and reach agreement on terms and conditions of employment for members of the bargaining unit, and the Board of Trustees, under law maintains the right to manage and direct the University, both parties recognize the desirability of a collegial system of governance for faculty and professional employees in areas of academic concern. It is, therefore, desirable that a collegial system of governance be maintained and strengthened at Delaware State University.

2.4 In such a collegial system, Departments and other units should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty members and professional employees, the development of quality programs and other matters of professional concern. The collegial relationship is most effective when faculty work together to carry out their duties in the most professional manner possible.

2.5 Collegiality in academic governance at Delaware State University can best be accomplished through a Faculty Senate elected by represented Departments and constituencies in accordance with the Faculty Senate Constitution as formally adopted by the faculty and approved by the Board. It is hoped that this Agreement will strengthen faculty involvement through the academic Departments, the Faculty Senate, and the full faculty in session which
has authority over the Faculty Senate in the collegial governance of Delaware State University.

2.6 The parties acknowledge that the faculty must remain free to practice their profession in the performance of their work at the University without interference or harassment because of their opinions or beliefs. Toward that objective, the parties pledge to use their respective offices, authority, and influence to maintain an atmosphere of collegiality and academic freedom which must prevail at the University.

2.7 The purpose, as expressed in this Article, being a philosophical agreement between both parties, is not subject to the Grievance Procedure (Article XIV).

ARTICLE III
DEFINITIONS

3.1 “AAA” refers to the American Arbitration Association.

3.2 “AAUP,” “Association,” or “Chapter” refers to the Delaware State University Chapter of the American Association of University Professors which is the duly elected bargaining agent for the members of the bargaining unit as defined specifically in Article IV of this Agreement.

3.3 “Academic Dean” - The School or College Deans hereafter referred to as Academic Deans, are administrators responsible to the President through the Provost and Vice President for Academic Affairs. The Academic Deans have overall responsibility for the administration and supervision of the academic programs and other activities of their respective schools or colleges.

3.4 “Academic Department” refers to a Board of Trustees approved Department where students can declare a major and/or minor.

3.5 “Academic Director” refers to a unit member who is the functional head of an Academic Support Center or Program, i.e., Black Studies Program, Honors Program, Counseling Center.

3.6 “Academic Work Year” refers to two (2) semesters of approximately equal length commencing with the Faculty Institute, which shall not be held earlier than August 25, and end nine months later unless the Academic Year includes a Winterim. In such case, the Academic Year shall extend to the first Sunday in June.

3.7 “Administration” or “Administrators” shall mean those persons employed by Delaware State University who have supervisory or managerial responsibilities and who are not unit
members.

3.8 “Bargaining Unit” refers to members of the unit represented by the Association as defined by Article IV of this Agreement.

3.9 “Base Salary” refers to the salary of the unit member by virtue of his/her appointment and shall not include compensation earned through overload teaching, summer or winterim sessions, or extra stipends for other duties.

3.10 “Board” refers to the Board of Trustees of Delaware State University.

3.11 “Calendar Day” or day refers to the normal days of the week, including weekends.

3.12 “Clinical Practitioner in Nursing” refers to a person holding an appointment in the Department of Nursing with an earned masters degree in nursing whose primary responsibility is teaching under the direction of the department chair. This position is non-tenure track and does not carry academic rank. This position may comprise no more than 30% of the total regular faculty positions in the Department of Nursing at any time.

3.13 “Contractual Year” refers to a pay period designated on a unit member’s individual contract or letter of appointment.

3.14 “Department Chairperson” refers to a faculty member who is the functional head of a Board approved academic Department.

3.15 “Equity Funds” refers to monies used to adjust unit members’ salaries as a result of any internal salary study done by Delaware State University, analyzing DSU unit members’ salaries without reference to any other institution.

3.16 “Initial Tenure” is tenure that is granted at the time of hiring based on conditions in Article VIII, Section 5.5.

3.17 “Operating Budget” refers to the total, detailed budget of the University.

3.18 “Parity Funds” refers to monies used to adjust unit members’ salaries as a result of any salary study comparing salaries at peer institutions with salaries at Delaware State University.

3.19 “Parties” shall mean the Board and the AAUP or Chapter.

3.20 “Peer” - for the purpose of all evaluations, a peer is a unit member who holds rank equal to or above that of the unit member being evaluated. In the case of faculty, the peer must be tenured. For other purposes, a peer is a unit member who holds rank equal to or above that of the unit member being evaluated.
3.21 “President,” except as otherwise indicated, shall mean the President of Delaware State University.

3.22 “Professional Counselors” refers to those counselors within the bargaining unit holding full-time appointments and appropriate graduate degrees with primary responsibilities for rendering professional counseling services under the direction of the Director of Counseling.

3.23 “Professional Librarian” refers to those librarians within the bargaining unit holding appointments and appropriate graduate degrees from an ALA accredited program with primary responsibilities for rendering professional service under the direction of the Head Librarian. Librarians are expected to participate in library and other professional associations, and on University committees.

3.24 “Provost and Vice President for Academic Affairs” refers to the chief academic officer.

3.25 “Ranked Faculty” refers to all persons employed by Delaware State University who hold appointments in any of the following categories: Professor, Associate Professor, Assistant Professor, and Instructor, or the respective equivalent ranks, as described in Article VII of this Agreement.

3.26 “Reasonable Time” or “Reasonable Notice” as used throughout this Agreement shall refer to (15) calendar days. When “reasonable notice” is applied to situations where the Association has made written requests to the University or the University has made written requests to the Association, the notice period shall begin upon receipt of such request.

3.27 “Unit Member” refers to a member of the bargaining unit as defined in Article IV of this Agreement. It is understood that certain provisions of this Agreement concerning unit members who hold academic rank, i.e., Instructor or its equivalent and above, shall not be construed to apply to members of the bargaining unit who do not hold academic rank.

3.28 “University” refers to Delaware State University, a public land grant institution of higher learning, chartered by the State of Delaware whose principal office is located in Dover, Delaware. It is also considered to be the employer as mentioned in the Public Employees Law of the State of Delaware. For purposes of this Agreement the term “University” shall also be construed, unless otherwise indicated, as designating the Board of Trustees or its authorized agents. It is understood that in normal usage exclusive of this Agreement, the term “University” may refer to the entire University family, including the Board, the Administration, the Staff, the Faculty, and the Student Body.

3.29 “Voting” Voting for Department chairpersons and other personnel issues must be done by secret ballot. Voting in absentia is permitted and the department must ensure anonymity of all ballots. Absentee ballots must be received prior to the actual voting.
3.30 “Voting Members” of academic departments refers to tenured or tenure track faculty members and those holding the rank of Instructor, Research Faculty as defined in 7.3.3, and Clinical Practitioners in Nursing.

3.31 “Working Days” are defined as days exclusive of Saturdays, Sundays, formal holidays, periods when Faculty Institute, Registration, classes and examinations are not scheduled, periods when the University is closed, and Summer or Winterim Sessions.

3.32 “Year,” unless otherwise noted, refers to the Academic Work Year.

3.33 Rules of Construction

3.33.1 The masculine, feminine, and neuter gender as used in this Agreement import one another, and the singular shall include the plural whenever applicable.

3.33.2 Titles and headings used herein are for identification purposes only and shall not be given any substantive effect in the interpretation or application of the provisions of this Agreement.

3.34 “Agreement” refers to the collective bargaining document as negotiated by and between the University and the Association and ratified by the Board of Trustees and the members of the Delaware State University Chapter of the American Association of University Professors.

ARTICLE IV

RECOGNITION OF UNIT

4.1 Delaware State University hereby recognizes the Delaware State University Chapter of the American Association of University Professors as the sole and exclusive bargaining representative as certified by the Department of Labor, State of Delaware, with respect to matters concerning wages, salaries, workloads, sick leave, vacations, grievance procedures, sabbatical leaves, and other terms and conditions of employment as specifically set forth in this Agreement, for all employees of the University in the collective bargaining unit designated by that certification dated May 10, 1977, as follows:

All full-time “voting” faculty as defined by Delaware State University, including Departmental Chairpersons and Academic Directors. The Association shall also represent the following employees: Professional Librarians, Counselors, Research Faculty, Extension Agents, Department and Library Assistants, and Half-time Faculty and Clinical Practitioner in Nursing.

4.2 Excluded from the unit are the following:
All other employees, including administrators, deans, and assistant deans.

a. The University may designate up to four (4) positions at any one time whose duties are primarily administrative in instructional related areas and who may teach no more than two (2) courses per person per semester. These individuals may be given the title of lecturer, a title not within the bargaining unit. Specific teaching responsibilities and evaluation shall be undertaken through the appropriate Academic Department.

4.3 The University shall not aid, promote, or finance any other group or organization, which purports to engage in collective bargaining on behalf of members in the bargaining unit covered by this Agreement.

4.4 The University shall notify the Association of any change of status, including promotion, termination or change from part-time employment or administrative status of any member of the bargaining unit within fifteen (15) days after such change is determined.

4.5 No person excluded from the bargaining unit as defined above shall represent the faculty or any member of the bargaining unit in the Faculty Senate or any of its committees, unless such service is constitutionally provided for in the Faculty Senate Constitution.

4.6 The University shall not deliberately attempt to reduce the bargaining unit by arbitrary changes in titles or by the creation of new classifications.

4.7 It is agreed that full-time employees of the University who perform part-time faculty responsibilities and part-time administrative responsibilities shall be considered as members of the unit if their administrative responsibilities do not exceed fifty (50) percent of their total responsibilities. In cases of any dispute, unit determination shall become the responsibility of the Joint Chapter-University Committee, as established in Article XXII.

ARTICLE V

NON-DISCRIMINATION

5.1 The University and the Association recognize not only a legal obligation to members of the bargaining unit, but also a moral and educational responsibility to achieve equal employment within the University both for the sake of fair employment practices and for the sake of meeting its educational objectives. Accordingly, it is agreed that no applicant for employment within the bargaining unit or member of the unit shall be discriminated against with regard to any aspect of employment on the basis of age, sex, race, creed, religion or lack thereof, ideology, color, national origin or citizenship, marital status,
number of dependents, physical disability, or membership or non-membership in any labor organization or political affiliation, provided that nothing herein shall be construed to allow non-members of the Association to engage in internal union activities.

5.2 The University and the Association shall adhere to federal and state laws and regulations as they apply to employment and affirmative action.

5.3 Neither the University nor the Association shall discriminate against any member of the bargaining unit because of membership or non-membership in the Association or for engaging in activities which may be supportive of or against the Association, providing such activities do not interfere with the performance of assigned duties.

5.4 The Association accepts its responsibilities as exclusive bargaining agent and agrees to represent equally and to admit to membership all persons within the recognized bargaining unit as defined by Article IV of this Agreement.

5.5 Except as modified by Article VII, Section 1.2, this Agreement shall be applied equally in all cases with respect to salaries and terms and conditions of employment.

5.6 Nothing contained in this Agreement shall prevent any member of the bargaining unit from bringing before any governmental agency any complaint regarding discrimination regarding age, sex, race, creed, religion or lack thereof, ideology, color, national origin or citizenship, marital status, number of dependents, physical disability, or membership or non-membership in any labor organization or political affiliation.

5.7 The University agrees not to establish any policy which shall prohibit in blanket fashion the appointment, retention, promotion, or the granting of tenure to any member of the bargaining unit solely because of family relationship to another member of the bargaining unit; however, both the University and the Association agree that bargaining unit members shall not initiate or participate in decisions involving a direct benefit to members of their immediate families, (c.f. 18.4 definition of immediate family), nor will they serve in positions where they will either directly supervise or fall under the direct supervision of a member of their immediate family.
ARTICLE VI

RIGHTS AND PRIVILEGES OF THE PARTIES

6.1 Except as limited by the specific and express terms of this Agreement, the Delaware State University Chapter of the AAUP retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law.

6.2 The University agrees not to enter into any agreement or understandings with members of the bargaining unit, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

6.3 The Association, its officers and members, shall be entitled to transact official AAUP business and hold meetings on University property or utilize University facilities at all reasonable times, provided that such activities do not interfere with assigned responsibilities or interrupt normal University operations and follow University procedure.

6.4 The Association shall be entitled to reasonable use of the campus mail, in accordance with University procedures.

6.5 The Association shall have the right to post at appropriate places on campus bulletins, notices relevant to official AAUP business.

6.6 The Association shall have the same right as is accorded other University groups and constituencies to make announcements at faculty meetings or through public address systems wherever these exist.

6.7 A designated representative of the Association shall be offered a reasonable time on the agenda of the orientation meeting for new faculty and of faculty institutes.

6.8 The Association shall have the right to make reasonable use of University space, facilities, and equipment in accordance with University procedures. Current services and any others that may be provided University groups and academic departments shall be provided to the Association at the same rates, if any, as the University charges academic departments for such services.

6.9 In the event a problem arises concerning the appropriate use of University services or facilities, either the AAUP or the University may call for a conference which shall be held between representatives of the Association and the University as soon as possible in an effort to resolve the matter.
6.10 The University shall supply the Association with an office equipped with a desk, three chairs, two (2) lockable file cabinets, and a wastepaper basket. The phone number of the AAUP office shall be listed in the campus directory under AAUP. The University shall provide fax and internet access through the Association’s office.

6.11 Association officers shall be entitled to use the services of their Departmental secretaries for AAUP business with the consent of the affected secretary and the Departmental Chairperson, whose consent shall not be unreasonably withheld. It is understood that the Association’s use of such secretarial service will not interfere with the normal business of the Department.

6.12 All members of the bargaining unit shall be permitted to attend scheduled meetings of the Association or its committees, provided that such attendance does not interfere with the discharge of their University responsibilities.

6.13 Since the AAUP has historically been a professional organization, participation in AAUP activities shall be recognized as University service in the same manner that other professional services are recognized.

6.14 The Association shall be allocated fifteen (15) credit hours of release time per semester to be divided as the Association determines among members who are serving as its officers and representatives provided, however, that only one unit member from any single department may be given six (6) credit hours per semester of release time. The names of Association representatives entitled to release time and their proposed duties shall be provided by the AAUP to the President of the University, the appropriate Vice President of the University, the appropriate Dean, and the respective Chairpersons of the Departments affected by at least six (6) weeks prior to the end of the semester preceding the semester for which release time is allocated. The affected Department(s) shall be responsible for absorbing the loss caused by the release time. In the event that the affected Department(s) is unable to absorb the loss, the appropriate Vice President, the appropriate Dean, the Chairpersons and the President of the Association shall meet to reach a mutually agreeable solution.

6.15 Professional Dues Deduction

6.15.1 During the term of this Agreement, the University agrees to deduct AAUP membership dues in an amount established by the AAUP and certified in writing by the AAUP Treasurer to the Vice President for Fiscal Affairs, proportionately each pay period, from the base salaries due all members who individually and voluntarily grant the University written authorization to do so on the “Salary Deduction Authorization” form attached hereto as Appendix E.

6.15.2 The AAUP assumes the responsibility to obtain and deliver to the Vice President for
Business and Finance said written authorization or notices of revocation, except that the University shall have no obligation to deduct or remit the dues payable for the account of any bargaining unit members whose dues deduction authorization form reaches the payroll office less than fifteen (15) calendar days before the semi-monthly pay day for which dues are to be deducted.

6.15.3 The Vice President for Business and Finance shall forward such dues as are collected from the previous pay period together with a statement containing the names of those from whom deductions have been made and the amount deducted from each to the Treasurer of DSU-AAUP on or before the tenth day following each pay period.

6.15.4 The AAUP agrees to make whatever adjustments are necessary directly with a bargaining unit member who may as a result of the deduction procedure pay more or less than the dues established by the DSU-AAUP or the national AAUP.

6.15.5 In the event the amount of dues is changed by the DSU-AAUP at any time during this Agreement, the University will be so notified sixty (60) calendar days in advance and deductions will be made accordingly.

6.15.6 The AAUP agrees to release and discharge the University, its officers, agents and employees from any and all liability whatsoever arising as a result of dues deductions. The University shall not be liable to AAUP by reason of this provision for the remittance or payment of any sum other than that constituting authorized deductions made from the pay earned by bargaining unit members.

6.15.7 The AAUP assumes full responsibility for the disposition of monies so deducted once they have been remitted to the Treasurer of DSU-AAUP as set forth above.

6.16 Access to Information

6.16.1 During the term of this Agreement, the University shall make available to AAUP, within a reasonable time after receiving a request therefor, pertinent information, records, statistics, and financial data which are reasonably required for the implementation of this Agreement, the processing of grievances, and/or the negotiation of subsequent Agreements. The University shall provide to the Association a copy of each individual contract offered to a bargaining unit member and all amendments thereto relating to base pay.

6.16.2 Within fifteen (15) working days after receipt of notice that a member of the bargaining unit has ended an appointment for any reason whatsoever, including retirement, disability, or death, the University shall provide AAUP with a copy of such notice.

6.16.3 The University shall forward to AAUP copies of all severance notices of members of the bargaining unit at the same time as such notices are sent to the said unit member.
6.16.4 The University shall notify AAUP in writing (copy of original document is acceptable), of any change in status of any member of the bargaining unit within twenty (20) working days after such change is approved. Such notice shall include salary changes.

6.16.5 The University shall notify AAUP in writing (copy of original document is acceptable), within twenty (20) working days of the granting of academic leave or other leave of more than two (2) weeks’ duration to any member of the bargaining unit.

6.16.6 The AAUP shall be provided with a copy of the minutes of each Board of Trustees meeting. The agenda of any public meeting of the Board of Trustees shall be sent to the AAUP at the time that such agendas are sent to members of the Board.

6.16.7 Upon request, the University shall provide the AAUP with two (2) copies each of the following: The University Catalog, the Semester Registration booklet, and the University Telephone Directory. The University further agrees that the same number of copies shall be provided the AAUP for subsequent editions of the Catalog, Registration Booklet, and Directory.

6.16.8 On or before the first day of classes for the fall semester, the University shall designate that individual administrator who shall be responsible for complying with each of the provisions of Article VI, Section 16, of this Agreement. All requests for information shall be in writing and submitted by the President or designee of the AAUP. The information requested and agreed upon in Article VI, Section 16, shall be forwarded by the University to the President or designee of AAUP.

6.16.9 The University shall furnish the Association no later than September 30 during the fall semester and no later than February 15 during the spring semester information on the number of credit/contact hours and the number of preparations assigned to all individuals who have teaching responsibilities including part-time and adjunct faculty.

6.17 Management Rights

The Board of Trustees or its designated agent shall retain all management rights and functions as vested in it by law and the Charter and By-laws of the University, except as modified or limited by the express terms of this Agreement.
ARTICLE VII
APPOINTMENT AND REAPPOINTMENT

7.1 General

7.1.1 The terms and conditions of the appointment of each member of the unit shall be stated or confirmed in writing and a copy of the appointment document shall be in the possession of both the University and the unit member and shall incorporate this Agreement by express reference. A copy of the appointment document shall be placed in the unit member’s personnel file.

7.1.2 Any subsequent extensions or modifications of such appointment (other than with respect to changes in this Agreement as negotiated by the University and the Association) and any special understanding or any notices shall be confirmed in writing. A copy will be given to the unit member and a copy placed in the member’s personnel file.

7.1.3 In the event of conflict between the terms of an individual contract and the terms of this Agreement, the terms of this Agreement shall be controlling.

7.1.4 This Agreement states the minimum terms and conditions for employment or continued employment of a unit member, and the University shall not employ a unit member on terms less favorable than those stated herein. In the event the University wishes to employ or to continue employment of a unit member on terms more favorable than those specified herein, it may do so only after consultation with the Association.

7.2 Types of Contract

7.2.1 Term

With the exception of special appointments clearly limited to a brief association with the University and reappointments of retired faculty members on special conditions, all appointments to the bargaining unit of Delaware State University shall be of three kinds: tenure track probationary appointments leading to tenure, non-tenure track appointments not leading to tenure, and appointments with continuous tenure.

Tenure track probationary appointments leading to tenure shall include full-time appointments at the ranks of Assistant Professor, Associate Professor, Professor, and full-time Faculty in the Department of Agriculture and Natural Resources at the ranks of Research Assistant Professor, Research Associate Professor and Research Professor. Individuals holding these appointments shall be eligible for promotion.
Non-tenure track positions include the auxiliary ranks, post-doctoral fellow, research associates, departmental assistants, graduate assistants, and lecturers, substitute appointments for a faculty member on sabbatical or other leave, non-teaching members of the bargaining unit, and positions predominantly funded by outside grants and contingent upon the continuing availability of such external funding except in the Department of Agriculture and Natural Resources. Periods of service in non-tenure track appointments or reappointments shall not be counted as eligible time for promotion and/or tenure consideration. An individual serving in a non-tenure track position shall not be transferred into a tenure track position without a thorough search as outlined in this article except as per 8.4.5C1. This provision does not apply to faculty members in tenure track positions.

Appointments with continuous tenure shall include: a) appointments to academic rank after the completion of a probationary period and the award of tenure; b) promotion to the rank of Professor; and c) appointment with initial tenure as per Article VIII, Section 5.5. Faculty members holding appointments with continuous tenure may only be dismissed for just cause or terminated as set forth in Article X of this Agreement.

7.2.2 Unit members not eligible for Tenure will be considered for a term contract on an annual basis.

7.2.3 Conditions

7.2.3.1 The particular kind of appointment shall be stipulated in the appointment document. All probationary appointments shall be for a definite term, usually one (1) academic year or less. The Board, however, reserves the right, solely at its discretion, to offer multi-year appointments of up to three (3) years length to highly qualified candidates for appointments or probationary reappointments.

7.2.3.2 Unit members holding probationary tenure track or non-tenure track appointments shall be informed each year in writing of reappointment, or non-reappointments.

7.2.3.3 The University shall normally notify all unit members of the terms and conditions of their appointment for the following academic or fiscal year on or before April 1. Tenured faculty members shall only receive a salary letter.

7.2.3.4 Most appointments shall be for the academic year and payable over a nine-month or twelve-month period, at the unit member’s option. Certain appointments, however, may carry responsibilities through summer months and such appointments shall be on a twelve-month basis at a commensurate salary. Such twelve-month appointments shall be limited and shall be consistent with the fiscal year from July 1 to June 30. Unit members on nine-month contracts, who are requested by the University to perform duties during the summer shall be issued special contracts at commensurate compensation.
7.2.3.5 Any appointments made and commencing during the fall semester of the academic year or the first six (6) months of the fiscal year shall be counted for the purpose of entitlement to sabbatical leave or leave of absence, salary increments, and as part of the probationary period of service as beginning with that academic or fiscal year, as the case may be. Any appointments made and commencing during the spring semester of the academic year or the second half of the fiscal year, shall be counted for the purpose of entitlement to sabbatical leave or leave of absence, salary increments, and as part of the probationary period of service as commencing with the next full academic or fiscal year, as the case may be.

7.2.3.6 Every new faculty member and departmental assistant, including those on dual departmental assignment, shall, at the time of appointment, have a designated home department. Promotion, tenure, merit compensation, service on committees and Faculty Senate, and voting rights shall accrue for only the home department. Workloads of faculty members shall be approved by the home Department Chairperson.

Faculty members who hold appointments in more than one department may attend meetings of both departments and may make motions and curriculum proposals in both departments.

7.3 Qualifications for Appointment

7.3.1 The following professional qualifications shall be considered minimal for initial appointments and promotions to rank:

Professor: To be eligible for the rank of Professor, a faculty member must have a record of outstanding performance normally involving both teaching and research or creativity or performance in the arts, or recognized professional contributions in his/her field. The faculty member must hold the earned doctorate or terminal degree from a regionally accredited institution in a discipline appropriate to the assigned academic department and have at least ten (10) years of effective and relevant experience directly related to his/her anticipated responsibilities. Promotion to the rank of Professor shall carry tenure.

Associate Professor: To be eligible for the rank of Associate Professor, a faculty member must have a record of effective performance usually involving both teaching and research or creativity or performance in the arts, or recognized professional contributions in his/her field. The faculty member must possess strong potential for further development as a teacher and/or as a scholar. The faculty member must hold the earned doctorate or terminal degree from a regionally accredited institution in a discipline appropriate to the assigned academic Department and have at least five (5) years of effective and relevant experience directly related to his/her anticipated responsibilities.

Assistant Professor: To be eligible for the rank of Assistant Professor, a faculty member must possess strong potential for development as a teacher and/or scholar. Normally a faculty member is expected to have earned the terminal degree appropriate to the discipline
from a regionally accredited institution. The faculty member shall normally be expected to have at least three (3) years of effective and relevant experience related to his/her anticipated responsibility.

Instructor: To be eligible for the rank of Instructor, a faculty member normally must possess strong potential for development as a teacher and/or scholar. The faculty member must hold an earned master’s degree from a regionally accredited institution and have earned a minimum of twenty-four (24) graduate credits beyond the master’s degree toward the doctorate from a regionally accredited institution in a discipline appropriate to the assigned academic department. It is normally expected that the person appointed to this rank shall be enrolled in a doctoral program appropriate to the discipline.

Half-time Appointment: A half-time appointment to one of the academic ranks requires the same professional qualifications as appointment to a corresponding full-time faculty rank. All half-time appointments shall be for a specific term and in accordance with the selection procedures set forth in Article 7.4. Half-time appointees shall be expected to carry a half work load, including two (2) courses or their equivalent, service on committees, advisement, and other such duties as performed by full-time faculty. Half-time faculty members shall be entitled to all the rights and privileges of full-time faculty including the right to a full vote in their respective Department. Half-time faculty are not eligible for consideration for promotion or tenure. Half-time faculty shall receive all fringe benefits to which they are entitled.

7.3.2 Auxiliary Ranks

7.3.2.1 Visiting Ranks: A visiting appointment of a highly qualified individual with the understanding that such appointment shall not exceed three years. Persons holding visiting rank shall not be considered voting members of the faculty and shall be subject to all other provisions of this Agreement except for promotion, tenure, non-reappointment, merit compensation, Professional Development funds, Academic Enrichment funding, and sabbatical leave. Visiting faculty members may make motions and write proposals.

7.3.2.2 Artist-in-Residence: This rank shall designate an appointment of an individual who has attained significant national recognition as an artist and who can provide both the University and the appropriate Department with specific expertise as both an artist and teacher. The accomplishments of an Artist-in-Residence shall usually be in the traditional fields of Art, Music, Letters, Theater, or Dance. Persons holding such an appointment shall be considered voting members of the faculty and are subject to all provisions of this Agreement except for promotion, tenure, and non-reappointment.

7.3.2.3 Extension Agent: This auxiliary rank is available only from the Department of Agriculture and Natural Resources. Eligibility and qualifications for such appointments are established by the Department based upon program considerations within the Department. Extension agents
do not hold academic rank.

7.3.2.4 **Adjunct or Part-Time Faculty**
This auxiliary rank shall designate an appointment of an individual who has qualifications equal to or greater than those for the rank of Instructor (7.3.1). The University shall run advertisements for adjunct/part-time faculty in the *News Journal* and *The State News* at least twice per year. The Departmental Personnel Committees shall evaluate the applicants in a manner prescribed by the department Bylaws. Adjunct/part-time faculty may be hired on an emergency basis; however, the Department Chairperson shall request that the Personnel Committee review the qualifications of the individuals under consideration. If appointed under the emergency exception, the individual may not teach a second semester without the affirmative vote of approval of the Departmental Personnel Committee.

7.3.3 **Research Faculty**: In certain disciplines, faculty members may be appointed whose primary responsibilities lie in research rather than teaching. Such faculty members shall be ranked as follows: Research Professor; Research Associate Professor; Research Assistant Professor; and Research Instructor.

Such ranks shall be the equivalent, respectively, of Professor, Associate Professor, Assistant Professor, and Instructor, and the same professional qualifications shall be considered minimal for initial appointments and promotions to rank; however, more emphasis shall be placed upon a faculty member’s research abilities and publications than teaching experience when considering such faculty member for initial appointment, promotion, tenure, or reappointment.

7.3.4 **Professional Librarians**

7.3.4.1 **Librarian II**: To be eligible for the rank of Librarian II, a professional Librarian must have a record of substantial professional contributions in the field of Library Science, as well as a high level of competency in bibliographic activities, research, or recognized professional contributions in his/her field.

It is normally expected that the Librarian appointed to this rank shall have earned a minimum of twenty-four (24) graduate credits beyond the master’s degree from an ALA accredited program or regionally accredited institution, and have at least ten (10) years of effective and relevant experience directly related to his/her anticipated responsibilities.

7.3.4.2 **Librarian I**: To be eligible for the rank of Librarian I, a professional librarian must hold the master’s degree from an ALA accredited institution in library science or information science and show definite promise of successful performance as a professional librarian. To be eligible for promotion to Librarian II the unit member must have at least five (5) years of effective and relevant experience directly related to his/her anticipated responsibilities at Delaware State University.

7.3.5 **Counselors**
7.3.5.1 **Counselor I**: To be eligible for the rank of Counselor I, a professional Counselor must hold the master’s degree in counseling from a regionally accredited institution and show definite promise of successful performance as a counselor. To be eligible for promotion to Counselor II the unit member must have at least five (5) years of effective and relevant experience directly related to his/her anticipated responsibilities at Delaware State University.

7.3.6 **Departmental and Library Assistants**

To be eligible for appointment as a Departmental or Library Assistant, a person must possess at least a Bachelor’s degree from a regionally accredited institution in a discipline appropriate to the assigned academic Department or library and have special skills related to his/her assignment. Department/Library Assistants are not voting faculty members.

7.3.7 **Clinical Practitioner in Nursing**

This rank is available only in the Department of Nursing. The clinical practitioner must hold an earned master’s degree in nursing with clinical specialty in the assigned area and must demonstrate both theoretical and clinical competence. Responsibilities may include but are not limited to teaching in both theory and clinical courses, advising nursing students, serving on University committees representing the Department of Nursing, and serving as a voting member of the nursing faculty committee of the whole. The unit member shall receive annual performance evaluations and may be re-appointed on an annual basis. To be eligible for promotion to Clinical Practitioner in Nursing II the unit member must have at least five (5) years of effective and relevant experience at Delaware State University.

7.3.7.1 Clinical Practitioner in nursing shall vote as part of the faculty of the whole on all matters including personnel appointment and reappointment. Clinical Practitioners in nursing shall not serve on the Departmental Personnel Committee.

7.3.7.2 Clinical Practitioners in Nursing shall be eligible to serve as members of all University-wide committees including the Faculty Senate (only one Clinical Practitioner in Nursing shall serve as a member of the Faculty Senate at any given time).

7.4 **Search Procedures**

A flow chart which sets forth the search procedures provided in this section of the Agreement is attached as Appendix A.

7.4.1 The personnel needs of each Department shall be reviewed by the Department at least once a year. The review shall take into consideration University and departmental long-range goals, projected enrollments in the Department, curriculum requirements and the number of sections
needed. Normally, such review and requests shall occur in conjunction with Departmental budget requests. Requests to fill a vacancy shall be submitted to the appropriate Academic Dean.

7.4.2 Within ten (10) working days after the appropriate Vice President certifies that a position is to be filled, the Vice President shall authorize a candidate search by the Department. The search shall conform with the Affirmative Action Plan of the University provided the Affirmative Action Plan does not conflict with Article VII of this Agreement. The appropriate Academic Dean and the Department shall mutually agree on a timetable for the receipt of the Department recommendation(s).

7.4.3 Once the Provost and Vice President for Academic Affairs “certifies” that a faculty position is to be filled, the Department Personnel Committee shall determine the basic qualifications for each position to be filled including academic credentials and experience in the appropriate discipline. The Department Personnel Committee shall then forward its recommendation to the Department Chair. The Department Chair shall forward the recommendation of the department personnel committee, along with his/her own, if different, to the appropriate Academic Dean. In addition, a Request for Personnel Form along with the appropriate EEO Forms must be submitted by the Chair. If the department’s recommendation as to the basic qualifications for the position is approved by the appropriate Academic Dean, he/she shall recommend approval to the Provost and Vice President for Academic Affairs. If the Academic Dean’s recommendation is approved by the Vice President, he/she shall recommend approval to the President. Upon approval of the President, the Departmental Personnel Committee in conjunction with the Chairperson shall (a) advertise the position in appropriate professional journals and local and regional newspapers; (b) screen the applicants; and (c) select candidates to be invited for a personal interview, subject to budget limitations. A copy of the final advertising copy and a list of the publications in which the advertisement was placed shall be sent to the Departmental Personnel Committee.

7.4.4 When candidates are invited to the campus, Department members shall be informed and arrangements shall be made for the candidate to meet as many Department members as possible. Candidates shall be interviewed by the Personnel Committee members, the Chairperson of the Department or his/her designee, the appropriate Academic Dean or his/her designee, and if possible, the appropriate Vice President, the President of the University or his/her designee. Only under rare and exceptional circumstances should personal interviews with prospective faculty members be omitted.

7.4.5 In the event that the search is for a Department Chairperson, the appropriate Academic Dean shall appoint a search committee. Normally, members of the affected Department shall constitute a majority of the search committee. Under no circumstances shall the personal interview process be omitted in the search for a Department Chairperson.
7.4.6 During the interviews and in arriving at a final recommendation, those responsible for recommending the appointment of new faculty members shall take into consideration the Judgmental Criteria used for promotion and tenure as set forth in Article VIII of this document. The question of teaching effectiveness shall be one of the principal factors in deciding faculty appointments, except for appointments to ranks or disciplines that do not involve teaching. In any case, reasonable efforts shall be made to determine a candidate’s teaching or professional effectiveness.

7.4.7 In the case of candidates for faculty positions, after interviews have been completed, the Departmental Personnel Committee shall poll members of the Department who participated in the interviews and others who have reviewed the candidates’ credentials. The Department Chairperson shall then forward the Department’s recommendations, along with his/her own with the candidates listed in rank order, to the appropriate Academic Dean. The Department’s recommendations shall include the credentials of the preferred candidate(s), other supporting documents, reasons supporting the choice of the candidate(s), and recommended rank and salary range.

7.4.7.1 In the case of candidates for the position of Department Chairperson, after interviews have been completed, the Academic Dean and the Departmental Personnel Committee shall poll members of the Department who participated in the interview and others who have reviewed the candidates’ credentials. The Academic Dean shall then forward the Department’s recommendation, with the candidates listed in rank order, to the appropriate Vice President. The Department’s recommendations shall include the credentials of the preferred candidate(s), other supporting documents, reasons supporting the choice of the candidate(s), and recommended rank and salary range.

7.4.8 The rank to be offered the candidate shall, in most cases, be consistent with the professional qualifications set forth under this Article. Under rare and exceptional circumstances, however, outstanding creative achievement, exceptional scholarly and professional attainments, and national recognition by academia, industry, and/or professional societies may, in the absence of the appropriate academic degree and/or years of experience, be evaluated for equivalence by the Department in its recommendation of rank to be offered. Such exceptions shall be fully documented.

7.4.9 The appropriate Academic Dean shall review the Department recommendation and shall support a well-documented recommendation except for substantial reasons that shall not be arbitrary. If the appropriate Academic Dean recommends a candidate other than one recommended by the Department and if the Department requests it, he/she shall meet with the Department to discuss his/her decision. If the Department and the appropriate Academic Dean cannot come to agreement on a suitable candidate, both parties may appeal to the Vice President of Academic Affairs.

7.4.10 If the Department’s recommendation is approved by the appropriate Dean, the recommendation shall be forwarded to the Vice President who shall, upon approval,
recommend the appointment to the President of the University. If the appropriate Dean does not concur with the recommendation of the Department, he/she shall meet with the Department to discuss his/her decision and forward his/her independent recommendation, along with the Department’s recommendation, to the Vice President. If the Vice President does not concur with the recommendation of the Department and/or the Dean, he/she shall forward his/her independent recommendation along with the recommendation of the Department and the Dean to the President. Normally, the President of the University shall approve a well-documented recommendation which has the support of the Department, the appropriate Dean and the appropriate Vice President. If approval is withheld, detailed reasons shall be given in writing to the Department Chairperson, the Department and the respective administrators within fifteen (15) calendar days of the decision.

7.4.11 Upon approval of the President of the University, a candidate shall be notified of an appointment by the President of the University. Such notice shall be consistent with the terms of this Agreement.

7.4.12 A candidate shall be given a specified amount of time, usually no more than two (2) weeks in which to accept or reject the offer of appointment.

7.4.13 Prior to assuming responsibilities, new unit members shall be given by the appropriate Vice President or designee a copy of this Agreement, a copy of the University catalog, and any other documents pertinent to their employment at the University.

7.4.14 If a new Department is being created, the appropriate Academic Dean shall appoint an ad hoc search committee consisting of five (5) members of the faculty from related or other disciplines to act in lieu of the Department Personnel Committee. The ad hoc committee shall follow the procedures set forth above.

7.4.15 The above procedures shall also be followed in the appointment of auxiliary faculty and shall also apply to adjunct or part-time appointments of individuals to teach credit courses in the Division of Continuing Education. Nominees for such adjunct appointments may come from many sources including but not limited to the Department faculty, the Department Chairperson, the appropriate Academic Dean, the Director of Continuing Education, and the Provost and Vice President for Academic Affairs. However, such nominees shall be considered by the Chairperson and members of the Department before a Department recommendation is forwarded to the Provost and Vice President for Academic Affairs.

7.4.16 The parties hereto recognize that resignation beyond the usual dates of notification, withdrawals of candidates prior to the start of classes, and the need to appoint new unit members because of unforeseen enrollments, and other such circumstances induce hardships for both the University and the Department. In such cases, the procedures described herein may be modified according to the circumstances. In any event, members of the Department and the Department Chairperson or his/her designee shall either meet with candidates and/or
review credentials; and the Department shall be responsible for conveying a recommendation to the appropriate Academic Dean as promptly as circumstances permit.

7.4.17 Appointments to the ranks of professional librarians shall follow the procedures set forth in this Article, except that the Director of the Library-Learning Center shall be included in the procedure and shall receive the recommendation of the Department and forward such recommendation along with his/her own to the Provost and Vice President for Academic Affairs.

7.4.18 Appointments as professional counselors shall follow the procedures set forth in this Article, except that the Vice President for Student Affairs shall act in the place of the Provost and Vice President for Academic Affairs.

7.5 Reappointment

A flow chart which sets forth the procedures for reappointment provided in this section of the Agreement is attached as Appendix B.

7.5.1 Initial tenure track faculty appointments shall be probationary and shall be on a year-to-year basis until either tenure is achieved or a terminal contract is issued or he or she is notified of non-reappointment. Unless limited by specific terms of an individual contract, appointments not leading to tenure shall also be on a year-to-year basis until a terminal contract is issued or non-reappointment is approved by the President of the University. Annual evaluations of probationary faculty (those not having achieved tenure) and unit members in auxiliary ranks shall be conducted in accordance with the procedures established in Article XI of this Agreement.

7.5.2 Probationary faculty members and other unit members being considered for reappointment shall be evaluated according to the criteria set forth in Article VIII of this Agreement.

7.5.3 The appropriate Vice President or his/her designee shall review the recommendation of the Department Chairperson, Dean, Academic Director or Head Librarian and support a favorable recommendation except for substantial reasons that shall be in writing and shall not be arbitrary. All recommendations from departments shall be routed through an appropriate Dean or Administrator, identified by the appropriate Vice President, who shall include his or her own independent recommendation with that of the Chairperson, Academic Director, or Head Librarian upon submitting the recommendation to the appropriate Vice President.

7.5.4 If reappointment is supported by the appropriate Vice President, he/she shall recommend the reappointment to the President of the University, who if he/she approves, shall recommend reappointment to the Board of Trustees. The appropriate Vice President and the President of the University shall normally recommend reappointment based upon the favorable recommendation of the majority of those in the Department.
7.5.5 The President shall submit his/her recommendation(s) for reappointment to the Board of Trustees. The Board shall normally consider all reappointment decisions at a March meeting. After 2010, in the event that the Board does not meet in March, the Board shall delegate to the Board’s Executive Committee the authority to make reappointment decisions, so long as that authority is complete and the Committee’s decisions are binding. The Executive Committee shall make these decisions at a March meeting.

ARTICLE VIII

PROMOTION AND TENURE

8.1 Basic Principles Underlying the Promotion and Tenure Process

The unit member has the obligation to become fully aware of the qualifying and judgmental criteria for promotion and tenure as set forth in this Agreement.

8.1.1 Processes and bases for promotion and tenure must remain flexible to allow for individual uniqueness and creativity in performance. Criteria must not attempt to make all unit members perform alike. Counselors, Librarians and Clinical Practitioners in Nursing are not eligible for tenure.

8.1.2 Even though value judgments by those responsible for making promotion and tenure decisions will always play a role in determining who is promoted or granted tenure, documented evidence consistent with the mission statement of the University must be used to support the decisions.

8.1.3 Procedures that are established should be aimed at assisting unit members to perform at levels deemed worthy of promotion and tenure, consistent with the mission statement of the University.

8.1.4 As provided elsewhere in this Article, evidence concerning a unit member’s qualifications for promotion and tenure may be gathered from many sources, including the unit members themselves, their department chairpersons, any of their other colleagues in the University, their students and former students, or by persons outside the University whenever appropriate who are familiar with their work.

8.1.5 The Promotion and Tenure Committee’s decisions with respect to individual unit members shall be in written form and a copy of the written report will be provided to the candidate by the Committee chair. In the event the Promotion and Tenure Committee recommends denial of promotion or tenure, the unsuccessful candidate will be informed in writing by the Committee chair how he/she has failed to meet the criteria.
8.1.6 Promotion and Tenure are not automatic and are not based simply on length of service. Further, individuals once promoted and/or tenured are expected to continue to make contributions in the areas of professional competence, professional recognition, and professional service.

8.1.7 Candidates being considered for promotion and or tenure may request to be evaluated during the Fall semester of the academic year in which promotion and/or tenure is requested. Such request must be made in writing to the Department Chairperson by September 1. Lack of an evaluation during the Fall semester of the year of application shall not be construed against the applicant.

The unit member has the obligation to become fully aware of the qualifying and judgmental criteria for promotion and tenure as set forth in this Agreement.

8.1.8 A unit member is responsible for reviewing his or her personnel file for accuracy and completeness, and for supplying the necessary supporting documents to support his or her candidacy.

8.2 Definitions

8.2.1 Faculty: A ranked faculty member for purposes of this Article is a full-time person who holds the rank or its equivalent as set forth in this Agreement of Instructor, Assistant Professor, Associate Professor, or Professor in one of the recognized academic Departments of the University and whose primary responsibilities are to engage in teaching and research. Only faculty members as defined in this Agreement are eligible for promotion; and, only ranked faculty at the level of Associate Professor (except ranked faculty hired prior to January 1, 1992 who may be tenured as Assistant Professor) and above are eligible for tenure. Unit members in Auxiliary ranks as set forth in this Agreement are not eligible for consideration for tenure.

8.2.2 Promotion: Unit members of Delaware State University are distributed among the ranks set forth in this Agreement. Promotion is the advancement of a unit member from one of those academic or auxiliary ranks to the next higher.

8.2.3 Tenure: Academic tenure defines the character of faculty appointments at Delaware State University as continuous until resignation, retirement, termination, or dismissal for just cause.

8.2.4 Promotion and Tenure Committee

Membership: Five tenured, full time faculty members, three full professors and two associate professors, shall be elected by secret ballot by the voting Faculty at its May meeting. The ranks specified for membership on the Promotion and Tenure Committee refer to ranks held by faculty members during their service on the Committee and not to the ranks
held at the time of election. In the event of a vacancy, the full time Faculty shall elect a replacement. Each member of the Committee shall serve two years. Three members shall be elected one year, two members in alternate years. Faculty members from the same Department shall not serve simultaneously; the membership of the Committee should represent a variety of disciplines. Members of the Committee shall evaluate unit members only in their role as members of the Committee; for this reason, a Committee member must absent him/herself from the Committee’s deliberation vote when an individual is being considered whom the Committee member has evaluated earlier in the promotion and/or tenure process or when the Committee member has a vested interest or conflict of interest, in the individual under consideration.

Since Chairpersons of Departments are obligated to make recommendations concerning promotion, sabbaticals, and tenure and other personnel actions of members of Departments, it is recommended that Chairpersons refrain from serving on the Promotion and Tenure Committee unless they anticipate no situation in which they would have to absent themselves from the Committee. No unit member who is being considered for promotion and or sabbatical shall serve on the Promotion and Tenure Committee.

**Duties:** The Promotion and Tenure Committee shall receive and consider all submitted material and the evaluation and/or recommendations of Departmental colleagues and Chairpersons. Summary student evaluations shall be submitted as part of the evaluation materials.

The Committee must consider carefully the qualifying criteria of each applicant and evaluate each applicant by fairly applying the judgmental criteria. The Committee shall have the authority to question those who have made evaluations, question applicants, observe applicants, and request any further information deemed necessary to reach a fair decision. When oral testimony contradicts written evaluations, the affected unit member shall be informed of the oral testimony and be given an opportunity to respond to it.

The Committee’s primary responsibility is the evaluation of candidates for promotion and/or tenure. The recommendations of the Promotion and Tenure Committee shall be forwarded to the appropriate Academic Dean. The Academic Dean’s recommendation will be forwarded to the Provost and Vice President of Academic Affairs.

**8.3 Policies Governing Promotion**

8.3.1 Promotion shall be based on merit, not solely on years of service.

8.3.2 Merit can be fairly assessed only after a unit member has spent a reasonable period of time in a particular rank, as defined in 8.3.6.

8.3.3 As stated previously, promotion is not automatic; it is the recognition that a unit member not only meets the minimum standards for higher rank as defined in Article VII, section 3...
Qualifications for Appointment, but has also demonstrated significant achievements in the areas of professional competence, professional recognition, and professional service.

8.3.4 Two categories shall be considered in promotion decisions: Qualifying and Judgmental.

8.3.5 Qualifying Criteria: To be eligible for consideration for promotion, a unit member must meet the minimal professional qualifications set forth in this Agreement in Section 7.3.

8.3.6 Secondly, a unit member must have a certain number of years in rank at Delaware State University:

A. Length of Service in Rank: Length of service in rank refers to the number of years that a unit member has spent in his/her present rank. To be eligible for promotion to Assistant Professor, a faculty member shall have been an Instructor for at least one year. Instructors may apply and receive consideration for promotion during their first year in rank. To be eligible for promotion to Associate Professor, a faculty member shall have been an Assistant Professor for at least three years. Assistant Professors may apply and receive consideration for promotion during their third year in rank. To be eligible for promotion to Professor, a faculty member shall have been an Associate Professor for at least four years. Associate Professors may apply and receive consideration for promotion during their fourth year in rank.

B. Promotion to the rank of Professor shall carry tenure.

8.3.7 Under rare and exceptional circumstances, however, outstanding creative achievement, exceptional scholarly and professional attainments, and national recognition by academia, industry, and/or professional societies may, in the absence of the appropriate academic degree and/or years of experience, be evaluated for equivalency by the Promotion and Tenure Committee. The above criteria are not intended to be restrictive and deny the exceptional and outstanding unit member the right to advance to higher rank. Certain conditions for justifiable exception to the qualifying criteria for promotion must be met:

A. In rare cases where a unit member does not meet the requirements for a specific rank as specified above, and the unit member believes there are grounds for waiving these requirements or considering others, a request for an exception to these requirements may be made.

B. This request must delineate the conditions that are deemed exceptional and the justification supporting approval of the request. The request should be accompanied by appropriate documented evidence that establishes the nature of the exception and how it relates to the individual’s assignment.

C. The request for exception must be directed to the Department Chair and the Departmental Personnel Committee by the individual requesting the exception. This
request is then processed in the manner established for all recommendations for promotion.

D. The burden of showing exceptionality of qualifications for promotion (either qualifying criteria or years in rank) rests with the unit member requesting the exception.

8.3.8 Approval of exceptions to the qualifying criteria shall not establish precedents. Each exception shall be judged on its own merits.

8.4 Policies Governing Tenure

8.4.1 Until tenure is granted, an appointment to faculty rank leading to tenure is considered probationary.

8.4.2 Academic tenure means an appointment that can be terminated only for specifically stated causes as set forth in Article X. It should be granted only to persons who have demonstrated by passing successfully through a period of probation that they are fully qualified teachers or researchers. Tenure is a privilege, not a right. It is the recognition that a faculty member has made some worthy contribution to the University and the profession in terms of professional competence, professional recognition, and professional service.

8.4.3 Tenure is thus based upon merit, not solely years in service. Merit can be fairly assessed only after a faculty member has spent some time as a member of the Delaware State University faculty.

8.4.4 Two categories shall be considered in tenure decisions: Qualifying and Judgmental.

8.4.5 Qualifying Criteria:
   A. Ranked faculty members appointed prior to August 1995 shall be considered for tenure under the provisions of the Collective Bargaining Agreement in effect for 1994-2000.

   B. Ranked faculty members shall only be tenured at the rank of Associate Professor or professor except as provided in Section 8.2.1.

   C. Ranked faculty members shall be given consideration for tenure as follows: 1) During the fifth year of full-time service for persons hired at the rank of Associate Professor; 2) during the fourth year of full-time service for persons hired at the rank of Professor.
      1. Instructors shall have three (3) years from date of appointment to receive appropriate terminal degree. Those instructors obtaining the appropriate terminal degree shall be advanced to the rank of Assistant Professor effective August 25 following receipt of the terminal degree.
      2. Instructors promoted to the rank of Assistant Professor have five (5) years to
gain promotion to the rank of Associate Professor and must apply for tenure the year the promotion to Associate Professor takes effect if promotion occurred in the fifth year.

3. Those appointed at the rank of Assistant Professor have five (5) years to gain promotion to the rank of Associate Professor and must apply for tenure the year that the promotion takes effect if promotion occurred in the fifth year.

If a faculty member is promoted to the rank of Associate Professor before having served five (5) years, he/she will have years remaining to achieve tenure according to the following table:

<table>
<thead>
<tr>
<th>Promoted to Associate Professor in:</th>
<th>Years remaining to achieve tenure:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td>5</td>
</tr>
<tr>
<td>Second year</td>
<td>4</td>
</tr>
<tr>
<td>Third year</td>
<td>3</td>
</tr>
<tr>
<td>Fourth year</td>
<td>2</td>
</tr>
<tr>
<td>Fifth year</td>
<td>1</td>
</tr>
</tbody>
</table>

If a faculty member does not achieve tenure during the first consideration period (exclusive of applications under paragraph D of this section), he or she shall be considered two (2) years later. In this case, the probationary period is extended and section 10.3 of the Agreement is in effect. If tenure is not achieved during the final period of consideration, the faculty member shall be given a terminal contract for the next academic year.

D. Under exceptional circumstances, however, in the absence of the appropriate years of service, a faculty member may apply for tenure before the period of consideration (paragraph C of this section). The request for exception should be directed to the Department Chairperson and the Departmental Personnel Committee by the individual requesting the exception. This request is then processed in the manner established for all recommendations for tenure. The burden of showing exceptionality of qualifications for consideration for tenure (either qualifying criteria or years of service) rests with the unit member requesting the exception.

8.4.6 Years of service at Delaware State University shall count as full academic years of service; part-time service, leaves of absence, appointments to auxiliary rank and appointments beginning the second semester of the academic year shall not count toward tenure.

8.4.7 Faculty members holding the ranks of Instructor and Assistant Professor cannot achieve tenure.

8.4.8 In the event that a ranked faculty member resigns the position and then returns to Delaware State University, the previous years of service shall not apply toward tenure.
8.5  Judgmental Criteria for Promotion and Tenure

8.5.1 Meeting the qualifying criteria for promotion or tenure, or requesting an exception to the qualifying criteria for promotion and being granted that exception, establishes eligibility, but does not assure either immediate or eventual promotion or tenure.

8.5.2 Departmental Chairperson, Departmental Peers, the Promotion and Tenure Committee, the appropriate Academic Dean and the Vice President of Academic Affairs shall use the following judgmental criteria in evaluating a unit member’s professional qualifications for promotion, tenure, or reappointment:

A.  Professional Competence:
   1.  Competence in teaching is an absolute necessity for promotion or tenure of those unit members whose primary responsibility is teaching.  Insofar as they pertain to teaching competence, efforts by the faculty member at curriculum development and improvement, teaching innovations, continuing self-education, and in-class observations by others shall be used as evidence of a faculty member’s teaching competence.
   2.  Where a Department has developed additional judgmental criteria, other forms of evaluation shall be included such as competence in the performance of other professional duties appropriate to certain disciplines, research, library work, advising, supervision of student teaching, supervision of interns, etc., as referenced in 8.5.3.

B.  Professional Recognition:  Professional recognition comes in many forms and may vary with the unit member’s discipline.  In almost all fields, research, publication, and/or evidence of creative work are considered valuable.  Consequently, the publication of scholarly books, monographs, and articles in publications recognized by and within the discipline shall be considered.  In the areas of literature and the fine or performing arts, creative artistic production is also a primary vehicle for achieving professional recognition.  In many fields, external consultation, work with colleagues and advanced students on research and scholarly projects, and the stimulation of research projects or grants are appropriate bases for professional recognition.  In addition, holding office in national, regional, and state professional associations and contributing papers, presentations, or services to such organizations are worthy of professional recognition.  For promotion to full professor, a significant scholarly publication must be written after promotion to Associate Professor or within five (5) years before the date of application for promotion to Professor, whichever is less.

C.  Professional Service:  Professionally relevant activities directed toward service to the Department, the University, the community, and one’s profession shall contribute to favorable consideration for promotion and/or tenure.  Unit members shall
demonstrate dependability and meaningful participation as a member of University committees, and shall have made significant contributions to the Department, the University, and the community.

8.5.3 Additional Judgmental Criteria: Additional judgmental criteria may be developed by the individual departments. Additional judgmental criteria must be submitted to and approved by the Chapter/University Committee prior to implementation by the department. Such additional criteria shall be submitted as part of the recommendations of the Department Chair, Personnel Committee, and Peers. Additional judgmental criteria, once established, shall not be applied retroactively.

8.5.4 Application of Judgmental Criteria for tenure only: In considering candidates for tenure, professional competence, professional recognition, and professional service are all important. In applying these criteria, professional competence shall be given greater weight than the other judgmental criteria. While the above judgmental criteria are essentially the same as those considered for promotion, the Promotion and Tenure Committee is expected to apply the judgmental criteria more rigorously in considering tenure. Unlike promotion, tenure is a permanent commitment on the part of the Faculty and the University. Faculty members granted tenure must be deemed worthy of permanent appointment.

8.5.5 Initial Tenure
A. The University may offer initial tenure if the following conditions are met:
   1. The individual demonstrates that he/she has been tenured by an institution of higher education that is accredited by a regional accreditation association.
   2. The individual is qualified to serve as a faculty member in an academic program currently offered by Delaware State University.
   3. The individual meets the judgmental criteria for tenure at Delaware State University with the exception of service to the University.
   4. The individual meets the criteria for appointment (7.3) to the rank of Associate Professor or Professor.
   5. The advertisement contains text formulated by the Chapter/University Committee stating that initial tenure may be available.
B. The President of the University, the Vice President for Academic Affairs, and Deans of Colleges may be offered initial tenure as follows:
   1. The University Promotion and Tenure Committee shall consider whether the candidate meets the conditions 1-4 of paragraph A of this section.
   2. If the Promotion and Tenure Committee concludes that the individual meets the conditions 1-4 in paragraph A of this section, the Board of Trustees may offer initial tenure to the individual.
   3. If the Promotion and Tenure Committee concludes that the individual does not meet the conditions 1-4 of paragraph A of this section, the Committee shall state the specific reasons as per 8.6.18. In the case of a negative
decision by the Promotion and Tenure Committee, the Provost and the President of the AAUP shall review the decision. If the Provost and the President of the AAUP agree that the individual meets conditions 1-4 of paragraph A of this section, the Board of Trustees may offer initial tenure to the individual. If the Provost and President of the AAUP agree that the individual does not meet the conditions 1-4 in paragraph A of this section or if they disagree, the University may not offer initial tenure to the individual. If the applicant is being considered for the position of Provost and Vice President for Academic Affairs, the University shall designate another person to serve in this decision step.

C. Faculty members, including those formerly employed by the University, may be offered initial tenure as follows:
1. The Departmental Personnel Committee shall decide if the candidate meets conditions 1-4 of paragraph A of this section. Only the Personnel Committee of the relevant department may serve in this capacity for any candidate.
2. If the Departmental Personnel Committee concludes that the candidate meets conditions 1-4 of paragraph A of this section, the Board of Trustees may offer tenure to the individual.
3. If the Departmental Personnel Committee concludes that the individual does not meet conditions 1-4 of paragraph A of this section, the Committee shall state the specific reasons as per 8.6.18. In case of a negative decision by the Departmental Personnel Committee, the University Promotion and Tenure Committee shall review the decision. If the Promotion and Tenure Committee also concludes that the individual does not meet conditions 1-4 of paragraph A of this section, the University may not offer initial tenure to the individual. If, contrary to the conclusion of the Departmental Personnel Committee, the Promotion and Tenure Committee concludes that the individual meets conditions 1-4 of paragraph A of this section, the Provost and the President of the AAUP shall review the decision. If the Provost and President of the AAUP conclude that the individual meets conditions 1-4 of paragraph A of this section, the University may offer initial tenure to the individual. If the Provost and President of the AAUP conclude that the individual does not meet conditions 1-4 of paragraph A of this section or if they disagree, the University may not offer initial tenure to the individual.

D. It is understood that it is the responsibility of the individual being considered for initial tenure to provide the necessary documentation as required in paragraph A, conditions 1-4, of this section in a timely fashion. Every effort shall be made to complete this process before the interview process begins. Failure to complete the process before interviews shall not be an indication that the process will not be completed or that the AAUP and the faculty forfeit their rights under this section.
E. Any offer or refusal to offer initial tenure is independent of the decision to offer a position to a qualified candidate; that authority rests with the Board of Trustees as delegated via the appropriate Search Procedures for faculty and academic administrators. The role of faculty members in either the Departmental Personnel Committee or the University Promotion and Tenure Committee is limited to an objective assessment of whether the candidate meets the qualifications stated in paragraph A above, and not the candidate's fitness for the position under consideration. Any review by the Provost and AAUP President shall also be conducted on this basis.

8.6 Procedures for Promotion or Tenure

A Flow Chart which sets forth the procedures and time line for Promotion or Tenure is attached as Appendix C.

It is intent of the language in this Article that the Department Personnel Committee and the Promotion and Tenure Committee shall review the Official Personnel File, evaluations, and all supporting documents. (Cross reference Article 15.2).

The responsibility for initiating final consideration for promotion rests with the unit member. A unit member is responsible for reviewing his/her personnel file, supplying the necessary supporting documents, and seeing that the proper procedures are followed.

In cases of promotion or tenure wherein the unit member has been charged with misconduct either by the University or by civil/criminal authorities, all deliberations regarding promotion or tenure at all levels up to and including the Board of Trustees, shall be conducted without reference to the charges at hand. No committee or individual may take into account such unresolved charges in making a recommendation regarding promotion or tenure. Furthermore, all parties should make every effort to protect the confidentiality of such charges.

8.6.1 The responsibility for initiating final consideration for tenure rests with the Provost and Vice President for Academic Affairs. Before May 1 of the academic year preceding the last year of a probationary period, the Provost and Vice President for Academic Affairs shall notify the faculty member in writing, with a copy to the Association, that he or she will be considered for tenure in the next academic year. A list of such faculty members shall be sent to the appropriate Dean, Department Chairperson and the Chairperson of the Promotion and Tenure Committee.

8.6.2 The unit member has the obligation to become fully aware of the qualifying criteria for promotion or tenure.
8.6.3 The unit member shall meet with the Department Chairperson to review the qualifying criteria for promotion or tenure and to ascertain whether the criteria have been met or if the Chairperson is willing to support an exception to the criteria for promotion. Following such a meeting, the unit member shall make application by letter to the Chairperson of the Promotion and Tenure Committee for consideration for promotion or tenure. In the case of a faculty member who is to be considered for a final tenure decision, the Provost and Vice President for Academic Affairs shall notify the faculty member in writing that he/she will be considered.

8.6.4 Once the application for promotion or tenure has been submitted, the unit member has the responsibility to review his/her personnel file in order to ascertain that credentials, evaluations, and other documents in the file are in order. The unit member may choose to respond to comments in the file if he/she has not done so previously. The candidate for promotion or tenure shall also prepare an updated vita and documents supporting claims of publication or other accomplishments for inclusion in the personnel file. However, such review and updating should be an ongoing process, whether or not a unit member is being considered for promotion or tenure.

8.6.5 The Chairperson, after consultation with the unit member and a review of supporting documents, or copies thereof, and after consultation with Departmental colleagues, shall submit his/her recommendations in writing to the unit member and to the Promotion and Tenure Committee in the case of Faculty.

In accordance with the provisions concerning Department governance in Article XIX, section 2.6 of this Agreement, the unit members of the Department shall establish a Departmental Personnel Committee to make recommendations concerning appointment, reappointment, promotion, and tenure of members of the Department and to conduct peer evaluations for the above purposes. Such a committee shall serve as the Department’s means of establishing peer review procedures. All recommendations shall be submitted in writing.

8.6.6 In addition to the Departmental Personnel Committee’s recommendations, Departmental peers who have chosen to evaluate a candidate or who have been requested by the Chairperson to evaluate a candidate or other peers who may have been requested to evaluate the candidate shall submit their signed recommendations to the Chairperson or Academic Director who shall forward the complete dossier to the Chair of the Promotion and Tenure Committee. In the event of a negative recommendation, reasons shall be stated in writing and in detail. The Chairperson shall provide a copy of all of the aforementioned recommendations to the candidate.

8.6.7 The Chairperson of the Promotion and Tenure Committee shall notify all candidates for promotion or tenure that the recommendations have reached his/her office and shall also notify candidates whose files, when they reach the office, contain negative recommendations. Such candidates shall have seven (7) calendar days in which to examine the file and submit any written comments or additional material.
8.6.8 The Promotion and Tenure Committee shall then review the personnel file, evaluations, recommendations, and all supporting documents in accordance with its responsibilities. On or before May 25, 2011, a joint committee of the AAUP, the Faculty Senate, and the Provost or his/her designee shall develop a policy that addresses the procedures of the Promotion and Tenure Committee. This policy shall provide consistency from year to year and describe formats for evaluating applications for promotion and tenure and for reporting the recommendations of the Committee to applicants. This policy shall conform to this Collective Bargaining Agreement.

8.6.9 The Chairperson of the Promotion and Tenure Committee shall notify all candidates of the Committee’s decision at least one week before the Committee makes its report to the appropriate Academic Dean on or before November 15. In the event of a negative recommendation, reasons shall be stated in writing and in detail.

8.6.10 The appropriate Academic Dean shall review the recommendations and the personnel file of candidates and all supporting documents and make appropriate comments and recommendations. The appropriate Academic Dean shall provide candidates copies of his/her recommendations, favorable and unfavorable. Unfavorable recommendations shall be accompanied by a written explanation of the manner in which specific criteria were not met.

8.6.11 If a candidate wishes to appeal the decision of the Promotion and Tenure Committee, said decision shall be reviewed by an ad hoc Appeals Committee, as set forth in Section 8.9 below.

8.6.12 All recommendations related to Promotion and Tenure concerning those candidates not subject to review by the ad hoc Appeals Committee shall be transmitted by the appropriate Vice President to the President of the University no later than January 15. The Provost and Vice President of Academic Affairs of the University shall consider all recommendations and all supporting documents. The Provost and Vice President of Academic Affairs shall provide each candidate with a copy of the Provost and Vice President of Academic Affairs’ favorable or unfavorable recommendation. The Provost and Vice President of Academic Affairs will submit his/her favorable or unfavorable recommendations to the President. Unfavorable recommendations shall be accompanied by a written explanation of the reasons for the decision. Candidates shall sign and date an acknowledgment of receipt of the unfavorable recommendation from the Provost and Vice President for Academic Affairs and reasons for the decision.

Within 10 working days of the candidate’s receipt of an unfavorable recommendation, the Provost and Vice President of Academic Affairs shall invite the candidate who received the unfavorable recommendation to meet and discuss the matter. If the Provost and Vice President of Academic Affairs does not change his/her unfavorable recommendation, he/she shall deliver to the candidate his decision in writing within five working days of the meeting.
8.6.13 The President of the University shall consider all recommendations and all supporting documents. The President shall provide each candidate with a copy of the President’s favorable or unfavorable recommendation. The President will submit his/her favorable recommendations to the Educational Policy Committee of the Board of Trustees. At the same time, the President’s recommendations shall be delivered to the candidate and shall be accompanied by a written explanation of the reasons for the decision, if unfavorable. Candidates shall sign and date an acknowledgment of receipt of the President’s unfavorable recommendation.

Within 10 working days of the candidate’s receipt of an unfavorable recommendation, the President shall invite the candidate who received the unfavorable recommendation to meet and discuss the matter. If the President does not change his/her unfavorable recommendation, he/she shall deliver to the candidate his decision in writing within five working days of the meeting. The candidate shall sign and date an acknowledgment of receipt of the President’s decision. The candidate may submit a written appeal to the Board within ten (10) working days of notification from the President that his/her position remains unchanged.

8.6.14 The Education Policy Committee shall review the favorable recommendations and, all supporting documents and render a decision concerning the candidate(s) based on the documents and recommendations submitted.

8.6.15 Normally, the recommendations of the Educational Policy Committee shall be considered at the Board’s March meeting, or in the case of recommendations from the ad hoc Appeals Committee, at a later meeting.

8.6.16 Within ten (10) working days following the meeting of the Board, the President shall notify the candidate, the President of the AAUP, the appropriate Academic Dean, and the appropriate Vice President of the Board’s action.

8.6.17 Final decision rests with the Board of Trustees. The recommendations of the ad hoc Appeals Committee shall be given serious consideration in the final decision. In the event that the Board does not concur with the recommendation of the ad hoc Appeals Committee, it shall instruct the appropriate Vice President to meet with the candidate to explain the reasons. Written reasons shall be provided to the candidate upon request.

8.6.18 Upon deciding their respective recommendations, the Departmental Personnel Committee, the Department Chairperson, the Promotion and Tenure Committee, the Dean, the Vice President for Academic Affairs, and the President shall provide copies of their recommendations to the unit member making the application. The recommendations shall contain explanation of how specific criteria were met or not met. In the case of a negative recommendation in which the unit member may apply at a later date, the Department Personnel Committee, the Department Chairperson, the Dean, the
Vice President for Academic Affairs, and the President shall specify the standards that the individual needs to meet in order to qualify.

8.7 Target Dates for Promotion or Tenure

8.7.1 Before the end of the Academic Work Year, the Provost and Vice President for Academic Affairs shall notify all faculty members in writing, with a copy to the Association, and their respective Chairperson(s) and Academic Dean(s) that they are serving the last year of a probationary period and must be considered for tenure.

8.7.2 On or before September 15, unit members applying for promotion or tenure shall submit two electronic copies of their promotion and/or tenure dossier(s) in .pdf format to the Department Chairperson. The Chairperson shall immediately submit one copy to the chairperson of the Departmental Personnel Committee as soon as that person is identified. The Department Chairperson’s copy shall be returned to the applicant upon his or her request following the Chairperson’s submitting his or her recommendation.

8.7.3 On or before September 1, unit members applying for promotion or desiring to be considered for tenure shall notify, in writing, the Department Chairperson of their request for an evaluation.

8.7.4 The Personnel Committee shall submit its recommendation to the Department Chairperson no later than October 1.

8.7.5 On or before October 7, the Chairperson of the Department, and the Departmental Personnel Committee shall submit all of the recommendations to the Chairperson of the Promotion and Tenure Committee of all individuals to be evaluated for tenure or promotion.

8.7.6 On or before October 15, the Chairperson of the Promotion and Tenure Committee shall have notified all candidates that recommendations have reached his/her office and shall submit the recommendations and supporting documents to the Promotion and Tenure Committee.

8.7.7 The Chairperson of the Promotion and Tenure Committee shall notify candidates of the Committee’s recommendation no later than November 15. The Chairperson of the Promotion and Tenure Committee shall submit the Committee’s recommendation to the appropriate Academic Dean after the candidate has been informed, but no later than November 20.

8.7.7.1 On or before December 15, the appropriate Academic Dean shall submit his/her recommendation to the Provost and Vice President for Academic Affairs.

8.7.7.2 On or before January 15, the Provost and Vice President of Academic Affairs shall submit his/her recommendation to the President of the University.
8.7.8 If an appeal is made, the Ad Hoc Appeals Committee has three (3) weeks to submit its report to the appropriate Academic Dean.

8.7.9 The President shall provide his/her written recommendations to the Board and to the candidates by February 15.

8.7.10 The Board shall normally consider all promotion and tenure decisions at its March meeting. After 2010, in the event that the Board does not meet in March, the Board shall delegate to the Board’s Executive Committee the authority to make promotion and tenure decisions, so long as this authority is complete and the Committee’s decisions binding. The Executive Committee shall make these decisions at a March meeting.

8.7.11 Within ten (10) working days following the decision of the Board, the President of the University shall notify the appropriate people of the decision.

8.7.12 It is agreed that unit members who are appealing a decision might not receive a contract on the contractually required date of April 1; however, a decision must be made, a contract issued, or an explanation given, no later than the end of the academic year.

8.8 General Provisions

8.8.1 All materials used in the promotion or tenure process shall become part of the unit member’s personnel file and subject to procedures set forth in this Agreement regarding personnel files.

8.8.2 In the case of Chairpersons being considered for promotion or tenure, the appropriate Academic Dean or designee shall assume the role of Departmental Chairperson as set forth under procedures for promotion and tenure.

8.8.3 At any step of the procedures for promotion or tenure, those charged with the responsibility of evaluating and rendering judgment on a candidate may seek a clarification of any materials submitted. However, the candidate will not be permitted to submit additional information after the review process has started except in formal appeals for the purpose of refuting concerns raised during the process.

8.8.4 Except in the case of faculty members who are being reviewed for tenure for the final time, a candidate may, at any time during the promotion and tenure procedure, withdraw his/her application without prejudice.

8.8.5 Non-promotion is not necessarily a negative response to a candidate’s performance and does not affect consideration at a later time. Non-promotion is a statement that, in the eyes of those who have evaluated the unit member, a candidate for promotion has not met the criteria, whether qualifying or judgmental, for promotion. Those who have made recommendations concerning a unit member, especially Chairpersons, have the obligation to
assist the unit member in upgrading and improvement in order to meet the criteria as soon as possible.

8.8.6 Failure to achieve early tenure (under the exceptionality clause) does not necessarily mean that a faculty member will also be denied tenure when reconsidered. Refusal to grant tenure during the initial evaluation may be an indication that the faculty member is in need of improvement in the areas of professional competence, professional recognition, or professional service. Those who have made recommendations concerning a faculty member, especially Department chairpersons, have the obligation to assist the faculty member in upgrading and improvement, in order to meet the criteria for tenure.

8.8.7 Unit members who choose to appeal a decision of the Promotion and Tenure Committee or the Board may not invoke the Grievance Procedure as set forth in this Agreement except on grounds that procedures were not followed.

8.8.8 Promotion or tenure for a nine month appointment shall take effect on the first day of the academic year following the granting of promotion or tenure; promotion or tenure for a twelve month appointment shall take effect on the first day of the fiscal year following the granting of promotion or tenure.

8.9 Appeals

8.9.1 Appeals of Promotion and Tenure Committee

A. In the event that a candidate who has not been recommended for promotion or tenure by the Promotion and Tenure Committee appeals that decision, he/she may submit his/her appeal to the Provost and Vice President of Academic Affairs and Academic Dean in writing, within five (5) working days following the notification of the action of the Promotion and Tenure Committee. Appeals shall not be made on frivolous grounds nor shall they be based upon past practices or policies. Appeals shall be based on the specific grounds for denial.

B. If a candidate appeals the decision of the Promotion and Tenure Committee, an ad hoc Committee shall be formed. The Chairperson of the Faculty Senate and the Provost and Vice President of Academic Affairs shall jointly appoint an ad hoc Appeals Committee to review the procedures and decisions made regarding a particular candidate(s). The ad hoc Appeals Committee shall be appointed, if needed, within three (3) working days following the appeal; it shall consist of no more than five (5) and no fewer than three (3) faculty members who hold the rank of Associate Professor or Professor and tenure. No member of the ad hoc Appeals Committee shall have participated in evaluations or recommendations made concerning the particular candidate(s), or shall have served on the Promotion and Tenure Committee or the ad hoc Appeals Committee within the three (3) previous years.
C. The ad hoc Appeals Committee is charged with the responsibility of reviewing the decision(s) made concerning the particular candidate(s) and all supporting documents in order to determine whether the decision was arrived at fairly and equitably based upon the criteria and procedures for promotion and tenure. The ad hoc Appeals Committee shall have the same authority as the Promotion and Tenure Committee to review, to seek further information, and to interview those who participated in the previous decision(s) or those who are appealing. Candidate(s) appealing the decision(s) shall not be permitted to submit any evidence in support of their appeal unless such evidence was submitted to and considered by the Promotion and Tenure Committee or unless such evidence relates to matters occurring subsequent to the rendering of the initial decision or for the purpose of refuting concerns raised during the process. When oral testimony contradicts written evaluations, the affected unit member shall be informed of the oral testimony and be given an opportunity to respond to it.

D. No later than three (3) weeks following the appointment of the ad hoc Appeals Committee, the Committee shall report its decision(s) to the appropriate Academic Dean. Copies of the decision(s) shall be sent to the Chairperson of the Promotion and Tenure Committee and the concerned unit member(s).

E. The basis for any decision which runs counter to the original decision of the Promotion and Tenure Committee shall be in writing and in detail. The recommendations of the ad hoc Appeals Committee, including the candidate’s Promotion and Tenure dossier and all supporting documents, shall be considered by the appropriate Academic Dean and Provost and Vice President of Academic Affairs in submitting their recommendations to the President of the University.

F. The President of the University shall review all recommendations of the Ad Hoc Appeals Committee and the Provost and Vice President of Academic Affairs, and all supporting documents, and shall submit his/her report to the Educational Policy Committee of the Board of Trustees.

8.9.2 Appeals of President’s Action on Tenure and Promotion

A. Any candidate for promotion or tenure who has not been approved by the President may appeal the President’s decision by writing to the Board in care of the Office of the President within seven (7) working days of receiving written notice of the President’s decision.

B. In appealing to the Board, a candidate shall state in writing whether he/she wishes to present the case personally to the Board on a date to be designated by the Board and whether or not he/she wishes to be accompanied by a representative of the AAUP at the appeals meeting. Such candidates may also elect to be represented by legal counsel. The Board or its designee shall meet with affected candidates, shall hear all appeals, and provide a written decision to the appealing candidates before its March
meeting with exception in 8.7.10. The candidate shall not be permitted to submit any evidence in support of his/her appeal, unless such evidence was submitted to and considered by the Promotion and Tenure Committee and/or the ad hoc Appeals Committee, or unless such materials related to matters occurring subsequent to the rendering of the decision of the Promotion and Tenure Committee, or unless such materials are to be used to refute accusations or reasons cited against the appellant’s application. The candidate shall have the opportunity to review the material in the record for completeness, and shall be permitted to present an oral argument (either personally and/or through his/her representative), but shall not be permitted to present oral evidence of other persons unless such oral evidence is used to refute accusations or reasons cited against the appellant’s application. The Board may request additional oral evidence at its discretion.

C. With the exception of those applying for tenure under 8.3.7, if the Board does not consider promotion and tenure, including appeals, at a March meeting, those faculty members applying for tenure may, at their option, be extended an additional year, during which they may submit a new application for tenure in that additional year. Should they choose not to be extended and continue their appeal, the Board shall hear the appeal and consider the application at its June meeting. The faculty member shall have until April 15 to make a choice between the two options. If the faculty member chooses to continue the appeal until the June Board meeting, he/she shall not receive a contract or letter of appointment for the next year until after the decision on the appeal.

D. Barring any ad hoc agreement by the Association to the contrary, the Board shall have only two options: (1) uphold the appeal or (2) reject the appeal.

E. Copies of the Board’s decision shall be forwarded to the candidate, the President of the University, the AAUP, the appropriate Academic Dean, and the appropriate Vice President within ten (10) working days of the Board’s decision.

8.10. Promotion of Librarians, Counselors, and Clinical Practitioners in Nursing

8.10.1 Judgmental Criteria for Promotion for Librarians

A. Professional Competence: Competence in the performance of library work at the University level is an absolute necessity for promotion of librarians.

B. Professional Service: Professionally relevant activities directed toward service to the library, the University, and the community shall contribute to favorable consideration for promotion. Librarians shall demonstrate dependability and meaningful participation as a member of University committees and shall have made significant contributions to the Library and the University as evidenced by:
   a. Membership, participation, or holding office in local, regional and national professional organizations.
   b. Service on academic committees as a member or chair.

C. Professional Development: Librarians shall participate in workshops, conferences, seminars, etc. Scholarship and other scholarly endeavors shall also be used as
evidence of professional recognition. Other evidence may include awards, honors, and certificates.

8.10.2 Judgmental Criteria for Promotion for Counselors

A. **Professional Competence:** Competence in Counseling is an absolute necessity for promotion to Counselor II. Insofar as they pertain to counseling competence, efforts by the Counselor at student workshop development, maintaining the highest levels of professional service offered the individuals to be served, and maintaining high standards of professional conduct are necessary for promotion of counselors.

B. **Professional Service:** Professionally relevant activities directed toward service to the Counseling Department, the University, and the community that contribute to favorable consideration for promotion include: effective group facilitating, providing outreach, professional counseling, and services to the community, effective membership on and participation in University committees, and other significant contributions to the Counseling Department, the University and the community.

C. **Professional Development:** Professional Development for Counselors shall be achieved through creative work impacting student retention at the University, workshop development and counseling strategies influencing Counselor effectiveness and student behavior modification. Scholarship and other scholarly endeavors shall also be used as evidence of Professional Recognition. Other evidence may include awards, honors, and certificates.

8.10.3 Judgmental Criteria for Promotion for Clinical Practitioners in Nursing

A. **Professional Competence:** Competence in clinical teaching is an absolute necessity for promotion to Clinical Practitioner in Nursing II. Clinical and theoretical teaching competence shall be evidenced by the unit member’s engaging in curriculum improvements, initiating teaching innovations and participating in professional development activities that relate to clinical nursing practice. In-class and in-clinical evaluations, by peers, shall be used as evidence of clinical and teaching competence for promotion.

B. **Professional Recognition:** Professional recognition for promotion of the Clinical Practitioner in Nursing shall include but not be limited to doing external consultations, conducting and participating in research projects, or grants, holding office or committee memberships in national and/or state professional nursing or related organizations and presenting papers at professional meetings.

C. **Professional Service:** Professionally relevant activities directed toward service to the Department, the University, and the community shall contribute to favorable consideration for promotion. Unit members shall have demonstrated consistent,
active participation as a member of University committees and shall have made significant contributions to the Department, the University and the Community.

8.10.4 Qualifying Criteria:

To be eligible for promotion to Librarian II, Counselor II, or Clinical Practitioner In Nursing II, a unit member must meet the requirements established in Article 7.3.4, 7.3.5, and 7.3.7, respectively.

8.10.5 Policies Governing Promotion for Librarians, Counselors and Clinical Practitioners in Nursing

The Policies governing promotion for librarians, counselors, and clinical practitioners in Nursing are stipulated in Articles 8.3, 8.1.7 (Fall evaluation), 8.1.8 and, 8.2.2 Definitions.

8.10.6 Procedures for Promotion For Librarians, Counselors and Clinical Practitioners in Nursing

A. A letter of application, a request for evaluation, and supporting documentation shall be sent to the Head Librarian, Director of Counseling, or Department Chairperson as appropriate on or before September 15, who shall forward the entire package to the Department Personnel Committee. Counselors and Librarians operate as a committee of the whole. The Department Personnel Committee shall review Department files, the official file and all supporting documentation.

B. The Chairperson of the Department Personnel Committee shall acknowledge receipt of the packet, and shall make the packet available to committee members in a secure location.

C. The Department Personnel Committee shall send its recommendation along with the entire packet to the Professional Development Committee (N/T) [Composition of Committee - c.f. article 9.2] (on or before October 1). The Head Librarian, Director of Counseling and Department Chairperson shall send his/her independent recommendation and the entire packet including all recommendations to the Professional Development Committee (N/T), as constituted in Article 9.2 (on or before October 15).

D. The Chairperson of the Professional Development Committee (N/T) shall notify all candidates for promotion that the recommendations have reached his/her office and shall notify candidates who received negative recommendations. Such candidates shall have (7) days to which to examine the file and submit any written comments or additional materials.
E. The Professional Development Committee (N/T) shall notify candidates of the committee’s recommendation no later than December 15. The Chairperson of the Professional Development Committee shall submit the committee’s recommendation to the Appropriate Vice-President after the candidate has been informed, but no later than December 20. In the event of a negative recommendation, reasons shall be stated in writing.

The Professional Development Committee (N/T) shall review all documentation including the official file.

F. The Appropriate Vice-President shall forward his/her recommendation to the President of the University (on or before February 1). Unfavorable recommendations shall be accompanied by a written explanation.

G. The President of the University shall forward his/her decision to the Board of Trustees prior to the Board’s March Meeting. Final decision rests with the Board of the University.

8.10.7 Appeals

A. In the event that a Librarian, Counselor or Clinical Practitioner in Nursing who has not been recommended for promotion by the Professional Development Committee (N/T) appeals that decision, he/she may submit his/her appeal to the Appropriate Vice-President in writing within five (5) working days following notification of the action of the Professional Development Committee (N/T). Appeals shall not be made on frivolous grounds, but shall be based upon the specific grounds for denial.

B. If a Librarian, Counselor or Clinical Practitioner in Nursing appeals the decision of the Professional Development Committee (N/T), an Ad Hoc Committee of three (3) non-teaching unit members shall be formed by the University’s Contract Administrator and the AAUP’s Contract Administrator.

The Ad Hoc Committee is charged with the responsibility of reviewing the decision(s) made concerning candidate(s) as stipulated in Article 8.9.1(C). The Ad Hoc Committee shall forward its recommendation to the Appropriate Vice-President no later than three weeks following is appointment.

C. Any Librarian, Counselor or Clinical Practitioner in Nursing applying for promotion who has not been approved by the President may appeal the President’s decision by writing to the Board in care of the office of the President within ten (10) working days of receiving written notice of the President’s decision.

D. In appealing to the Board, a candidate shall state in writing whether he/she wishes to present the case personally to the Board on a date to be designated by the Board
and whether or not he/she wishes to be accompanied by a representative of the AAUP at the appeals meeting. Appeals to the Board by Librarians, Counselors and Clinical Practitioners in Nursing shall follow the procedures outlined in article 8.9.2, including notification deadlines by the Board of Trustees.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

9.1 Sabbatical Leaves

Sabbatical leaves are intended to encourage and promote the professional growth of the tenured faculty and to enhance their scholarly, teaching, and professional effectiveness. Such leaves contribute to the accomplishment of these ends by enabling a tenured faculty member to undertake specific, planned activities involving study, research, scholarship, and creative work of mutual benefit to the faculty member and the University.

9.1.1 Eligibility: A tenured faculty member who has served the University full-time for a period of at least six (6) years or twelve (12) semesters since the initial appointment or since a previous sabbatical leave shall be eligible for consideration during the sixth year. Only years of service as a unit member may be counted. The years of service or semesters need not be consecutive if an approved leave of absence is granted. Faculty members shall not be granted a sabbatical leave which would take place during or immediately preceding a retirement or terminal appointment.

9.1.2 For faculty members on an academic year appointment, a sabbatical leave may be for one (1) semester at full salary or for two (2) semesters at one-half (1/2) salary. For faculty members on a twelve (12) month appointment, the sabbatical leave may be for six (6) months at full salary or one (1) year at one half (1/2) salary. Twelve (12) month teaching faculty who are usually obligated to teach during Summer Session shall be exempt from such obligation if their sabbatical begins or ends during the course of a summer session.

9.1.3 A faculty member on sabbatical leave shall receive all fringe benefits to which he/she is entitled.

9.1.4 While on sabbatical and upon return from sabbatical leave, faculty members shall receive all salary increases, merit or promotion increases, awards of promotion or tenure which would have been received had the faculty member not been on sabbatical leave.

9.1.5 The Association and the University agree that no more than ten (10) percent of the faculty may be granted sabbaticals during an academic year, including the summer prior to the next academic year. Except in rare circumstances, a Department with fewer than 12 full-
time faculty shall not be granted sabbaticals which cause the loss of more than one (1) full-time faculty member or its equivalent during the academic year.

9.1.6 Replacement of faculty members on sabbatical leave shall be accomplished either by the appointment of a qualified substitute in the Department or the distribution of compensated overload within the Department.

9.1.7 Procedures: Applications for sabbatical leave shall be submitted to the Chairperson of the Department on or before September 1 of the academic year preceding the anticipated sabbatical. Applications for sabbaticals shall include (a) the presentation of a definite plan for the scholarly use of the sabbatical; (b) an indication of the specific semester(s) for which the leave is requested; (c) a description of any fellowship or grant pending or secured at the time of making application for sabbatical leave. The Chairperson and the Department Committee, exclusive of those who are applying for a sabbatical, shall take into consideration the criteria for sabbaticals and the anticipated needs of the Department and rank requests for sabbatical leaves.

A. The recommendations of the Chair and the Department including specific plans for replacement or coverage for the faculty member on sabbatical, shall be submitted to the Promotion and Tenure Committee no later than September 15.

B. The Promotion and Tenure Committee shall consider the requests and the recommendations and submit its ranked recommendations to the appropriate Academic Dean no later than September 30.

C. The appropriate Academic Dean shall consider the recommendations of the chair, the Department, and the Promotion and Tenure Committee along with the criteria for Sabbatical Leave and the needs of the school or college and submit his/her recommendations to the Vice President no later than October 7.

D. The Vice President shall consider the recommendations of the chair, the Department, and the Promotion and Tenure Committee and the Academic Dean along with the criteria for Sabbatical Leave and the needs of the University and submit his/her recommendations to the President no later that October 15.

E. The President of the University shall make his/her recommendation to the Board of Trustees no later than October 22 whose decision shall be final.

Applicants for sabbatical leave shall be notified in writing no later than November 30 of the academic year preceding the anticipated sabbatical leave as to the disposition of their applications. A written explanation of the manner in which specific criteria were not met shall be provided to the applicant for negative dispositions by any party in the decision-making process.
9.1.8 **Criteria:** Those who are charged with the responsibility of rendering judgments on the merits of sabbatical applications shall apply the following criteria according to the listed priority:

1. Value of proposed program to the faculty member and the University.
2. Effect of the leave on the University program and resources.
3. Seniority in length of service since previous sabbatical or initial appointment.
4. Seniority in rank.

The sabbatical program shall require a lengthy period of continuous release from normal faculty responsibilities and should not be accomplishable in shorter intervals and with other forms of assistance already available or made available through this Agreement for professional growth. In no case shall a faculty member be denied a sabbatical solely on the basis of Department or University needs.

9.1.9 **Conditions:** Faculty members on sabbatical are expected to follow the program detailed in the application. The Chairperson, appropriate Dean, and the Provost and Vice President for Academic Affairs shall be notified of any substantial modifications in the program. While on sabbatical, faculty members are eligible to apply for departmental travel, and Professional Development funds. Faculty members may also avail themselves of fellowships, assistantships, travel expenses, grants-in-aid, or other financial assistance received from sources other than the University provided that such assistance does not require full-time employment or other duties detrimental to the sabbatical program for which leave has been granted. Faculty members who accept sabbatical leave are obligated to return to service at the University for a minimum of one (1) year immediately following the completion of sabbatical leave. In the event that the faculty member fails to honor the plan submitted with the Sabbatical Leave application or fails to return to the University, said faculty member shall repay the University the salary provided during the sabbatical; such repayment may be waived or deferred at the discretion of the President of the University. By the end of the first semester following their return to the University recipients of sabbatical leaves shall file a written report of the sabbatical activities and accomplishments with the Department Chairperson, the Academic Dean, and the Provost and Vice President for Academic Affairs.

9.1.10 Normally, faculty offices shall be retained and may be used by a faculty member while on sabbatical; however, in the event that a replacement for the faculty member is needed and no other suitable office space is available, the faculty member’s office shall be provided to the replacement faculty member.

9.1.11 If a faculty member shall serve more than six (6) years before a first sabbatical leave or between sabbatical leaves, the additional years beyond six (6) shall not be credited toward the next sabbatical leave. However, a faculty member whose approved sabbatical leave has been deferred or postponed because of an institutional need shall begin to accumulate service credited toward the next sabbatical as of the scheduled start of the deferred or
postponed sabbatical but not including the time, if any, eventually spent on the deferred or postponed sabbatical.

9.2 Professional Development Leave for Non-teaching (N/T) Unit Members

Unit members who are not voting faculty shall be eligible for a professional development leave with full pay and benefits of not more than six (6) months after they have completed six (6) years of service.

Unit members interested in applying for a Professional Development Leave should apply at least six (6) months prior to the anticipated start of the leave. The application must include a statement of the purpose of the leave, a plan of activity, and the intended benefits to the University and the unit member.

Applications shall be submitted to the Chair/Director of the Department not later than September 15 of the academic year preceding the anticipated leave. Applications for leaves shall include a) the presentation of a definite plan for the use of the leave; b) an indication of the specific semester(s) for which the leave is requested; c) a description of any fellowship or grant pending or secured at the time of making application for leave.

The Chair/Director and the Department Committee, exclusive of those who are applying for a leave, shall take into consideration the criteria for leaves and the anticipated needs of the Department and rank requests for leaves. The recommendations of the Chair and the Department, including specific plans for replacement or coverage for the unit member on leave, shall be submitted to the Professional Development Committee (N/T) via the University Contract Administrator no later than September 30.

The University Contract Administrator shall convene a Professional Development Committee (N/T) consisting of one member from the following non-teaching areas; Librarians, Counselors, Department Assistants, Clinical Practitioner in Nursing, and Extension Agents. The five-member Professional Development Committee (N/T) shall select a sixth member from the five non-teaching areas. Appointments to the Professional Development Committee (N/T) shall be based on seniority within the respective areas. The Professional Development Committee (N/T) shall consider the requests and the recommendations and submit its ranked recommendations to the appropriate Vice President no later than October 31.

The appropriate Academic Dean shall consider the recommendations of the Chair/Director, the Department, and the Professional Development Committee (N/T) along with the criteria for leave and the needs of the school or college and submit his or her recommendations to the Vice President.

The President of the University shall make his/her recommendation to the Board of Trustees whose decision shall be final.
Applicants for leave shall be notified in writing no later than January 2 of the academic year preceding the anticipated leave as to the disposition of their applications.

Criteria: Those who are charged with the responsibility of rendering judgments on the merits of applications shall apply the following criteria according to the listed priority:
1. Value of proposed program to the unit member and the University.
2. Effect of the leave on the University program and resources.
3. Seniority in length of service since previous leave or initial appointment.
4. Seniority in rank.

The leave program shall require a lengthy period of continuous release from normal responsibilities and should not be accomplishable in shorter intervals and with other forms of assistance already available or made available through this Agreement for professional growth. In no case shall a unit member be denied a leave solely on the basis of Department or University needs. Unit members who accept Professional Development Leave (N/T) are obligated to return to service at the University for a minimum of one (1) year immediately following the completion of professional leave. In the event that the unit member fails to honor the plan submitted with the leave application or fails to return to the University, said unit member shall repay the University the salary provided during the leave; such repayment may be waived or deferred at the discretion of the President of the University.

9.2.1 Review Procedure

Procedures for reviewing applications for Professional Development Leave are the same as those for Sabbatical Leave (see Article IX, Section 9.1.7).

9.3 Professional Development Fund

A Professional Development Fund shall be established to assist unit members in improving instruction, conducting research, and participating in professional development activities. The Fund will have two categories of awards: Category A awards will support projects that will require at least one month but not more than 12 months to complete; Category B awards will support activities that can be accomplished in less than one month. Category B awards shall be of two types: 1) Professional Development-related short term travel and 2) other professional development activities, e.g. graduate courses, etc.

9.3.1 Application: An application for a Professional Development Award shall be submitted and reviewed in accordance with the timetable in 9.3.2.2.

9.3.2 Review Process
9.3.2.1 **Professional Development Committee**

A Professional Development Committee shall be established to review applications submitted under this sub-article.

The Committee shall be chaired by a Dean selected by the Provost and Vice President of Academic Affairs. The composition of the Committee shall be as follows: six unit members, at least one from each school or college, three of whom shall be elected by the Faculty Senate and three of whom shall be appointed by the Provost and Vice President of Academic Affairs. At least one of the two unit members appointed by the Provost and Vice President of Academic Affairs shall be non-teaching.

It is not the purpose of this fund to replace other sources of funding either within or outside the University, but to provide additional assistance, especially in the area of pilot projects that could lead to outside support. Under no circumstances shall a unit member receive more than two awards from this fund in a given fiscal year.
9.3.2.2 General Procedures

Members of the Professional Development Committee shall not participate in any discussion of or decision on their own application under this Fund. The members of the Professional Development Committee shall not implement or change procedures without the prior approval of the Chapter-University Committee.

In the event that the Vice President changes the recommendations submitted by the Professional Development Committee, the Vice President’s written recommendation to the President shall explain the reason for his/her recommendation and include a copy of the Committee’s report. A copy of the Vice President’s recommendation shall be sent to the Chair of the Professional Development Committee and appropriate Academic Dean.

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<td>July through December</td>
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February 1 (prior year) October 1 Submission of application to Department Chair

March 1 November 1 Application forwarded to Professional Development Committee along with recommendations of the Chairperson.

April 1 December 1 Recommendations of Professional Development Committee submitted to Provost and Vice President of Academic Affairs with all applications ranked in priority order including the Committee’s suggested funding level for each application.

May January Decisions announced by the President

Request for funds for Professional-Development related short term travel may be submitted at any time up to the first day of the month preceding the month in which the activity will take place. Decisions will be announced no later than the last day of the month in which the request was made.

Unit members should not expect the Professional Development Committee to be the sole source of funds to carry out professional development. Unit members are encouraged to
seek other sources on campus such as the Office of the Provost and Vice President for Academic Affairs, Offices of the Deans, Office of the Assistant Vice President for Academic Programs, the Center for Excellence in Teaching, and the Office of Sponsored Programs.

A periodic report of award recommendations shall be made by the Committee and distributed to the Faculty Senate and all departments. This report should include the name of the recipient, the title of the proposal, project or conference, the applicant’s department and school or college, and the amount of the recommended award. In addition, the administration shall notify the Committee periodically in writing of the awards approved.

Applications shall be reviewed by the Committee within 30 days of submission.

Research funds unexpended as of April may be used to fund previously unfunded proposals through a request by the unit member to the Provost and Vice President for Academic Affairs.

No individual award may exceed $3,500.00. No faculty member may receive awards totaling more than $5,000.00 in any fiscal year.

9.3.2.3 Review Criteria

When reviewing applications for Professional Development Fund monies, those charged with evaluating the applicants shall consider the proposed projects in view of the: a) objectives of the University; b) the unit member’s objectives; and c) available resources.

9.3.3 Funding

9.3.3.1 The Board shall provide $70,000.00 for the life of this Agreement for operation of the Professional Development Fund. One-half of the available monies shall be used to fund research projects. Research funds may also be used for research-related activities including but not limited to travel and the acquisition of resources and equipment. The remaining half shall fund professional development activities. However, the Board may reduce the funding to $60,000.00 if there is a decrease in enrollment of 100 FTE as determined on October 15 of each year compared to the prior year.

9.3.3.2 Funds for and awarded under the Professional Development Fund are not cumulative and cannot be carried forward from one fiscal year to another.

9.4 Short Term Professional Leave (Department Travel)

Unit members shall be permitted time away from their regular assignments to attend regularly scheduled professional meetings, conferences, seminars, speaking engagements,
or other professional activities related to their professional responsibilities at the University provided the unit member has made satisfactory arrangements to cover his or her classes. Such arrangements are to be approved in advance by the Chairperson, who shall report his or her decision to the appropriate Dean.

A unit member seeking short term professional leave of two days or less shall submit a request for leave to the Chairperson at least one (1) week prior to the start of such leave and shall arrange for adequate coverage of his/her professional responsibilities while on leave. Requests for leaves of more than two days must be submitted at least two weeks prior to the start of such leave. Approved short term leave shall be with pay and subject to the following conditions:

1. Requests for Short Term Professional Leave for one or two days, that do not include the reimbursement of expenses, may be approved by the Chair.
2. Denial of a Request for Short Term Professional Leave may be appealed to the appropriate Academic Dean whose decision is final.
3. Requests for a Leave of more than two days or any leave involving the reimbursement of expenses must have the prior approval of the Department Chair and the appropriate Academic Dean.
4. If the Unit Member files a request for Short Term Professional Leave not involving the reimbursement of expenses by the stated deadline and does not receive written authorization or denial by the date of the requested leave, the request shall be assumed to be approved.
5. Requests for Short Term Professional Leaves involving the reimbursement of expenses must have the prior written approval of the Chair and appropriate Academic Dean or Vice President before the leave has commenced.
6. The weekly time sheets, when required, shall indicate when an individual is on Short Term Professional Leave.
7. The amount of Short Term Professional Leave granted to any unit member shall not exceed a cumulative total of ten (10) working days per academic year without the express written consent of the appropriate Academic Dean or Vice President.

To implement this Section, the Board will make available the sum of $53,000.00 for each fiscal year for the life of this Agreement.

Travel monies shall be apportioned to ensure that each academic Department has a minimum travel fund equal to $200 per unit member.

The difference between the monies apportioned between the academic Department and the total travel allocation shall be held by the Academic Dean and provided to specific Departments who request additional funds for faculty travel. An additional $10,000 for each fiscal year (a sum equal to $50.00 per unit member) shall be available from the Academic Deans for Contingency travel requests.

9.5 Grievability
Only violations of the procedural elements of this Article shall be subject to the Grievance Procedure of this Agreement. The remedy for any upheld Grievance shall be the repeating of the procedure violated. The professional decisions of those charged with evaluating applications submitted under this Article shall not be grievable.

9.6 **Academic Enrichment Fund**

A. Funds to implement the Academic Enrichment Program shall be taken from the merit pool. The University shall make available for each year of the current Agreement a fund equal to at least .75% of the unit’s base salaries to provide assistance in the pursuit of academic activities relevant to the unit member’s assigned duties. One-half of this fund shall be available for distribution during the fall semester, and one-half shall be available for distribution during the spring semester of each academic year. In the event that any portion of the fund remains undisbursed at the end of the fall semester, the undisbursed amount shall be added to the amount allocated to the spring semester. Funds unexpended as of 30 June may not be carried forward to the next fiscal year.

B. The fund shall be administered by the Provost and Vice President for Academic Affairs, who shall make awards to unit members upon the recommendation of the appropriate Academic Dean (or other appropriate administrator in the case of non-teaching unit members).

C. Awards may be made for any of the following purposes: dues for professional organizations, subscriptions to professional journals, and travel to professional meetings appropriate to the unit member’s discipline; acquisition of books, software, and/or equipment for research purposes; tuition and other costs associated with obtaining advanced degrees; and other bona fide purposes relating to unit members’ continued growth and development in their assigned duties at the University. The maximum award per unit member shall not exceed $6,000.00.

D. Applications may be submitted to the appropriate Academic Dean (or other appropriate administrator in the case of non-teaching unit members) at any time, but no later than 1 November for awards to be made in the fall semester and no later than 1 March for awards to be made in the spring semester. Within fifteen (15) working days of their application to the appropriate Academic Dean (or other appropriate administrator in the case of non-teaching unit members), unit members shall be informed by the Provost and Vice President for Academic Affairs of the disposition of their applications.

E. No unit member shall receive more than one (1) award from this fund in any given fiscal year.
F. By the end of the semester following receipt of funding, recipients of Academic Enrichment funds shall file a written report of the activities and accomplishments of the award with the Department Chairperson (or other appropriate administrator in the case of non-teaching unit members) the Academic Dean, and the Provost and Vice President for Academic Affairs.

ARTICLE X

SEVERANCE PROCEDURES

10.1 General

At times it may be necessary for the University or the individual unit member to sever their professional relationship. In order to protect the interests of both parties, various kinds of severance actions are here defined, and the policies and procedures related to each category are set forth.

10.2 Resignation

10.2.1 Resignation is an action by which a unit member terminates an appointment.

10.2.2 Upon receiving notification of the terms and conditions of an appointment, it shall be the professional obligation of a unit member to respond within thirty (30) calendar days. An extension, depending upon circumstances, may be granted by the appropriate Academic Dean or Vice President upon request. In all circumstances, a unit member is expected to reply in one (1) of three (3) ways: (a) acceptance; (b) declination or resignation; or (c) request for extension.

10.2.3 A unit member who resigns his/her appointment effective at the end of an academic year shall give notice in writing at the earliest possible opportunity, but not later than May 15 or thirty (30) days after receiving notification of the terms and conditions of an appointment at Delaware State University for the coming year, whichever date occurs later.

10.2.4 The unit member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity. However, if the resignation is submitted for any reason within thirty (30) days of the first day of class of an academic semester, the unit member will indemnify the University for all direct cost of a search for a replacement.

10.3 Non-Reappointment

A flow chart which sets forth the procedures for non-reappointment provided in this section of the Agreement is attached as Appendix D.
10.3.1 Non-reappointment means that any appointment other than a tenured appointment is not renewed at the end of its term. Non-reappointment through a terminal contract shall be automatic for those faculty members who fail to achieve tenure during the final consideration period.

10.3.2 Legitimate reasons for non-reappointment may include but not necessarily be limited to the following: the unit member’s failure to meet the professional standards of competence in teaching, research, or professional service; or failure to meet the Judgmental Criteria used in evaluations; or Departmental changes in program or enrollment; or the return of a unit member to the Department in which the probationary appointment was clearly a substitute appointment; or for just cause as listed in Article 10.4.3.

10.3.3 Recommendations for non-reappointment shall be made by the Departmental Chairperson, Academic Director, or Head Librarian to the appropriate Academic Dean, Assistant Vice President, or Dean of Libraries when the needs of the Department dictate.

10.3.3.1 The Dean shall discuss the matter with those responsible for the recommendation prior to submitting the recommendation to the Vice President.

10.3.4 The appropriate Vice President shall review the recommendation of the appropriate administrator and forward such recommendation together with his or her own, to the President. In the event the Vice President disagrees with the recommendation of the Department chairperson, Academic Director or Head Librarian, the Vice President shall discuss the matter with those responsible for the recommendation, prior to submitting the recommendation to the President.

10.3.5 A unit member who is recommended for non-reappointment or a terminal appointment shall have the right to an interview with the appropriate Vice President before the Vice President makes a recommendation to the President. If the recommendation for non-reappointment is unchanged, the Unit Member may make a written appeal to the President.

10.3.6 If the recommendation for non-reappointment is approved by the appropriate Academic Dean, he/she shall recommend non-reappointment to the Vice President who, if he/she approves, shall invite the affected unit member to meet with him or her to discuss the matter prior to making a final decision.

10.3.7 Written notice that an appointment is not to be renewed shall be given to the unit member in advance of the expiration of the appointment as follows:
A. Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one (1) year appointment terminates during the academic year, at least three (3) months in advance of its termination.

B. Not later than December 15 of the second academic year of service if the appointment expires at the end of that year; or, if an appointment terminates during the 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 University.

10.3.8 If possible, unit members whose positions depend in part or in full on external funding shall be afforded notification dates as contained in this section. The withdrawal of external funding may result in the termination of the position effective the expiration date of the external contract. The act or date of termination of the affected position is not subject to the grievance procedure. Such a bargaining unit member shall be provided an opportunity to apply for any University openings, provided that he/she meets the criteria established in accordance with the provisions of Article 7.4 of this Agreement. When transferred, such a bargaining unit member shall not be considered to be a new employee.

10.3.9 Final decisions concerning non-reappointment of a unit member shall not be subject to the Grievance Procedure of this Agreement. Alleged violations of the procedure for non-reappointment are subject to the grievance procedure.

10.4 Discharge and Other Sanctions

10.4.1 Discharge is an action taken by the University to permanently discharge from employment at the University a tenured member of the faculty or any other unit member prior to the end of a specified term. Discipline may only be for “just cause.”

10.4.2 “Just Cause” for discipline shall be predicated upon substantiated charges directly and substantially related to the fitness of the affected unit member to perform professional responsibilities. The normal burdens of proof and of going forward acknowledged in labor arbitrations shall apply.

10.4.3 Discharge proceedings may be instituted for any of the charges listed below:

A. Failure to perform professional responsibilities either through incompetence, persistent negligence, refusal to carry out reasonable assignments, or disregard for or failure to meet scholarly and professional standards and ethics.

B. Conviction of a criminal offense, the nature of which reasonably compromises the member’s ability or fitness to perform his or her professional duties, or which render him or her unable to perform such duties.

C. Fraud or misrepresentation of professional preparation, accomplishments, or experience in connection with initial appointment or in the submission of materials
for evaluation for promotion, tenure, or merit increases or in connection with other University duties and responsibilities.

D. Deliberate and serious violation of the rights and freedom of other members of the University community.

E. Serious personal misconduct of such a nature as to warrant and evoke the condemnation of the academic community.

F. Abandonment: Absence from scheduled responsibilities for four (4) consecutive days without proper notice to the University in a semester except in cases of an emergency where providing notice within such time period would be deemed excusable. If the University discharges an employee for abandonment and it is later determined that the employee’s failure to notify the University was excusable, reinstatement shall be without backpay for the period between the date of discharge and the employee’s actual notice to the University of the reason for the absence.

G. Failure to participate in and successfully complete an approved rehabilitation program by unit members whose professional performance is materially affected by drug and/or alcohol abuse.

H. Use, possession, sale, or attempted sale of illegal drugs or reporting for work under the influence of illegal drugs or alcohol.

10.4.4 If the University is considering discipline of a tenured faculty member, the appropriate administrative officer shall invite the faculty member to discuss the matter before issuing a formal notification of intent to impose discipline. If the meeting is held and a mutually acceptable resolution is reached, (which may include dismissal, or written reprimand or remedial plan or period of supervised probation) the issue shall be deemed resolved, and a statement of the terms of the settlement shall become part of the unit member's personnel file. The settlement shall not be inconsistent with the terms of this Agreement. A copy of the terms of the settlement shall be given to the unit member, the appropriate Academic Dean, the appropriate Vice President, and the President of the AAUP. If the meeting does not resolve the matter, the President of the University or his designee shall notify the affected unit member in writing, with a copy to the AAUP, of his/her intention to dismiss or suspend the employee and provide the reason(s) therefor. Within ten (10) calendar days after receipt of the foregoing notification, the affected unit member may either resign, accept discharge or suspension, or agree to a hearing before an arbitrator agreed upon by the parties or selected from a panel appointed by the American Arbitration Association. The “parties” to a Discipline Arbitration are the University and the affected unit employee. Notwithstanding any agreement to arbitrate, the parties may at any time meet informally to resolve the matter.

10.4.5 The parties shall make every reasonable effort to open the hearing within sixty (60) calendar days after the selection of the arbitrator; the hearing should be completed within forty-five (45) calendar days after the commencement of the hearing. Each party shall have the right to request only one time extension that shall not exceed fifteen (15) calendar days. Additional extensions must be mutually agreed upon by all parties.
Notwithstanding any other provisions of this Agreement, time limits for Discipline Arbitration hearings may include the period between May 25 and August 25.

10.4.6 A Discipline Arbitrator shall have the authority generally granted to arbitrators. Any Discipline Arbitration shall be governed under the following additional rules:

A. The Discipline Arbitrator shall promptly begin preparations for the hearings. The Discipline Arbitrator may, with appropriate notice to the parties concerned, hold joint meetings with the parties in order to (a) simplify the issues; (b) effect stipulations of facts; (c) provide for the exchange of documentary or other information; and (d) achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.

B. All Discipline Arbitration hearings shall be conducted in private, with attendance limited to an appropriate University representative, an appropriate AAUP representative, the affected unit employee, counsel, and witnesses. Witnesses may be sequestered.

C. The unit member and the University shall be entitled to have legal counsel of his/her own choice attend and participate fully in the proceedings. The Association’s counsel (if different from the individual’s counsel) may also attend the proceedings but shall not participate. The Association will require the unit member to pay the fees and costs of his/her personal counsel. The Association, through its Executive Committee, may agree to pay the Association’s legal counsel to represent the unit member.

D. Unless mutually agreed otherwise, a verbatim record of proceedings shall be taken and a copy shall be made available to the unit member, with the cost shared equally by the parties.

E. The unit member and the University shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence; both parties shall cooperate with the Discipline Arbitrator in securing witnesses and making this evidence available. The Discipline Arbitrator shall be authorized to issue subpoenas at the request of either party.

F. In a hearing of charges of incompetence, the testimony shall include that of qualified unit members from the University or qualified individuals from other institutions of higher education or recognized authorities in the appropriate disciplines or programs.

G. The Discipline Arbitrator shall be guided, not bound, by the rules of legal evidence, and may admit any evidence he believes of probative value in determining the issues involved.

H. The findings of fact and the decision shall be based solely on the hearing record, including post-hearing briefs and argument by counsel.

I. The Discipline Arbitrator’s fees and expenses shall be borne equally by the parties. The Association, through its Executive Committee, may agree to pay the unit member’s share of the Arbitrator’s fees and expenses.
10.4.7 The Discipline Arbitrator shall notify the President of the University, the unit member, and the President of the AAUP of his/her decision in writing within thirty (30) calendar days after receipt of post-hearing briefs. The Discipline Arbitrator shall state his/her finding of fact, conclusions, remedy, and the reasons therefor. The Discipline Arbitrator shall neither add to, subtract from, modify or alter the terms provisions of this Agreement. The decision of the Discipline Arbitrator is final and binding upon the parties and the AAUP.

10.4.8 The first ninety (90) days of any suspension shall be with pay.

10.4.9 The University may issue counseling letters or reprimands/warning letters to unit members. Counseling shall not be subject to the grievance/arbitration procedure. Reprimands/warning letters shall be subject to the grievance procedure but shall not be arbitrable unless they become the basis for suspension or discharge. Where the unit member has not received another form of discipline within an eighteen (18) month period after the reprimand/warning letter has been issued, the letter of reprimand/warning letter shall be deleted from the employee’s personnel file and may not be used as a basis for further discipline or for the denial of promotion or tenure. Such letter may continue to exist for other purposes including, but not limited to responding to a claim made to a public agency or court of law or equity.

10.5 Termination

10.5.1 Termination is a severance action by which the University terminates the services of a unit member before the end of a specified term without prejudice to the performance of the affected unit member. Financial exigency, discontinuation or reduction of a program, or prolonged mental or physical disability are the only causes for termination of a unit member before the end of a specified term.

10.5.2 Financial exigency exists when the financial position of the University demonstrates that a financial crisis is imminent and that failure to retrench would seriously jeopardize the University. The following procedures shall be followed in the event of termination under financial exigency.

10.5.3 Should the Administration anticipate a financial exigency which may result in the termination of unit members, the data upon which this anticipation is based, including the amount of savings which it deems necessary to effect, shall be presented to the AAUP. It shall also provide such additional data which the AAUP may request within twenty (20) days following that presentation. The Administration and the AAUP may agree to submit either a joint recommendation or separate recommendations to the Board as to whether a financial exigency exists. Both the Administration and the AAUP agree not to submit a recommendation to the Board and the Board agrees not to accept recommendations from either party until thirty (30) days after the Administration has submitted the data upon
which the anticipation of financial exigency is based. It is agreed that such data shall be accurate, complete and consistent.

10.5.4 Discussion by the Board leading to a Board action on financial exigency must take place in a public meeting. Termination of tenured faculty members under this section may not take place until the formal declaration of financial exigency has been made by the Board of Trustees, which must include a statement of the amount of money needed to relieve the exigency.

10.5.5 Following a declaration of financial exigency, a joint Financial Exigency Committee shall be formed and shall consist of five (5) members appointed by the Administration and five (5) members appointed by the Association. All appointments shall be made within ten (10) working days after the formal declaration of financial exigency. The purpose of the Committee shall be to develop recommendations to provide sufficient savings for relieving the exigency. The Committee shall have ninety (90) calendar days within which to develop the recommendations unless such time is extended by the Board.

10.5.6 In developing recommendations for relieving the exigency, the Committee shall use the following criteria and principles:

A. The Committee shall first investigate ways to relieve the exigency by means of exhausting the possibilities of immediately initiating mechanisms for raising funds or of reallocating current funds. The University and the Association agree that unit members should not bear the brunt of financial exigency alone.

B. Before final recommendations are made with respect to the termination of unit members, the Committee shall first notify unit members in each Department to be affected and shall consider alternate solutions which that Department may propose for effecting an equivalent reduction in its budget.

C. When there is a demonstrable need to terminate unit members, the Committee, in consultation with the affected Departments and the appropriate Vice President shall first pursue and if possible recommend alternatives that will allow such unit members to remain employed at the University. If at all possible, the process of natural attrition shall be used instead of retrenchment. Other specific measures taken may include, but not be limited to, each of the following:

1. Provide an opportunity for affected unit members to apply for vacant positions for which they may be qualified.
2. Provide an opportunity for full-time faculty to complete a full-time teaching load in another discipline in which they are qualified.
3. Provide an opportunity for full-time faculty without a full-time teaching load to apply for part-time non-teaching or administrative duties where vacancies exist in order to complete a full-time workload, provided that they are qualified for the position.
4. Give serious consideration to transferring an affected tenured faculty member to a vacant non-faculty position for which he/she is qualified.
5. Unit members with inadequate qualifications for other vacancies in the University may be retrained up to a maximum of one (1) semester in the terminal year, and continued during such period on base salary on a reduced load basis during the retraining period with fringe benefits continued. The University may pay for tuition for such retraining if finances are available.

6. Offer a reduced load on a pro-rated basis without loss of tenure and such fringe benefits as permitted under existing contracts with insurance carriers.

7. Offer an early retirement opportunity if financial resources are available, and subject to the provisions of the applicable laws of the State of Delaware.

8. If possible, provide an opportunity for a joint assignment at another academic institution with salary and fringe benefits to be proportionately shared by each institution and the faculty member to retain tenure and seniority at the University.

10.5.7 In the event that such options are not feasible, reduction of unit members in a given Department shall be accomplished in the following order of termination:

A. Eliminate faculty overload within the Department or Departments where there are faculty without full work loads who are qualified to teach such overload courses.

B. Eliminate any teaching duties by administrators in the affected Departments unless it can be demonstrated that such teaching does not contribute to the termination of a unit member nor reduce the normal load of other unit members.

C. Termination shall take place first among the auxiliary ranks in the following order: Visiting, Adjunct, or any other part-time position. Within those auxiliary ranks, termination shall occur according to seniority. Seniority shall be based upon the date of initial appointment and continuous service; authorized leaves shall count as continuous service.

D. For Departmental Assistants and Library Assistants, termination shall take place according to seniority providing that the senior Departmental or Library Assistant is qualified to perform the duties needed for program integrity.

E. Termination shall next take place among non-tenured full-time faculty members according to seniority within such group in the affected Department provided that the senior faculty member is qualified to teach the courses in question or perform the duties required.

F. Termination shall next take place among tenured full-time faculty members according to seniority in the Department affected, provided the senior faculty member is qualified to teach the courses in question or perform the duties required.

G. In the event that two (2) or more unit members within the affected Department have the same amount of seniority, the unit member(s) with the lesser rank shall be
terminated first provided the ranking unit member is qualified to teach the courses in question or perform the duties required.

H. In the event that two (2) or more faculty members within the affected Department hold the same rank and have the same seniority and tenure status, the procedures outlined in paragraph ten (10) below shall govern.

I. In the event that a unit member has served in more than one (1) Department or has served the University in other capacities, seniority for purposes of this Article shall be based upon the total years of continuous service at the University.

J. General Procedures: In any Departmental or program reorganization or in the instance of a financial exigency, academic program integrity, affirmative action, and seniority shall, after the above efforts have been exhausted, be given equal weight in the selection of faculty members for termination. Should a conflict arise among these priorities, the Association shall select two (2) representatives to meet with the appropriate Academic Dean, Vice President and the Department Head(s) involved in the case of Departments, and with the appropriate Vice President and the President in the case of institutional financial exigency to attempt to resolve the conflict through a discussion of individualized and specific other criteria which may resolve the problem; among these may be professional competence, recognition for scholarly activities, and service to the University. In any case, after such consultation, if no acceptable or additional criteria or resolution can be reached within thirty (30) calendar days, the appropriate Vice President shall make the selection and proceed to implement the termination through the President to the Board.

10.5.8 The Committee shall present its recommendations in writing directly to the Board of Trustees. The final recommendations of the Committee shall represent the majority view; minority recommendations may be submitted to the Board if they are signed by at least three (3) members of the Committee.

10.5.9 The Board shall consider such recommendations as it receives from the Committee and render a decision.

10.5.10 Notice of possible termination shall be considered rendered when the Financial Exigency Committee notifies affected unit members in a particular academic unit and seeks alternative proposals from that unit. Depending upon the severity of the financial exigency, the University shall normally provide written notice of termination in accordance with the provisions of notice for non-reappointment. For tenured faculty, the University shall try to provide at least eighteen (18) months’ notice, depending upon the severity of the financial exigency.

10.5.11 Within the limits of financial resources available and the nature of the financial exigency, the University shall make substantial documentable efforts to provide for the transition of a terminated unit member. The AAUP shall be informed of any such arrangements.
10.5.12 A unit member terminated under these provisions with three (3) or more years of service shall be eligible to continue insurance coverage with the same University benefits for a period of a year following the effective date of termination. Tenured faculty members who are terminated shall be eligible to continue insurance coverage with the same University benefits for a period of two (2) years following the effective date of termination. Unit members who are terminated must request extension of coverage in writing within thirty (30) days following termination. In no case shall such coverage extend beyond the end of the month in which the terminated unit member is reappointed elsewhere. This provision shall be subject to the restrictions of existing contracts with insurance carriers at the time of termination.

10.5.13 Unit members who are terminated shall be eligible for recall for an amount of time equivalent to the years of service at the University. Recall shall be in the inverse order of termination subject to the ability of the recalled faculty member to adequately perform the duties of the position. Terminated unit members shall notify the University each June following the termination date of their availability for recall. Failure to provide such notice shall release the University from any obligation to recall the unit member thereafter. The University shall notify the unit member of a recall opportunity by registered letter sent to the last address filed with the University. In the event the recalled unit member does not notify the University of acceptance of recall within thirty (30) days of the date the notice is sent, the unit member shall be deemed to have refused recall and to have severed his/her relationship with the University.

10.5.14 No new full-time unit member shall be hired for a position in the same area of competence so long as the terminated unit member retains his/her recall rights to the position or Department.

10.5.15 Recalled tenured unit members shall have tenure and rank reinstated. The time of termination will count in total years of service for purposes of seniority. Recalled non-tenured unit members shall have rank continued but such time for termination shall not count as probationary time for tenure. The period of termination shall not count as continuous service toward a sabbatical. Retirement benefits will be determined by the State Laws in effect at that time.

10.6 Termination Under Reduction or Discontinuation of Program Termination

Termination of a unit member may also occur as a result of the formal reduction or discontinuance of a program. In the event that the appropriate Vice President anticipates the need for reduction in or discontinuation of a particular program or Department or decides that a review of a particular Department or program is necessary, the Association shall be so informed and a committee shall be established consisting of three (3) members appointed by the appropriate Vice President and three (3) members appointed by the Association. Said committee shall conduct a thorough evaluation of the financial status
of the Department or program, including consideration of enrollments, total income generated, ordinary direct operating expenses, value to the University as a whole, projected savings through unit member attrition and other economies, and possible alternative sources of funding. The Chapter-University Committee may modify procedures and time frames as set forth in Section 5 of this Article, as circumstances dictate; however, there shall be no modification by such committee of the rights of affected unit members regarding available options, retention priorities, notice and severance pay, continuation of benefits, or recall rights. The parties agree that any formal decision to reduce or discontinue a program or Department shall reflect long-range judgments that the educational mission of the University will be enhanced by the changes and shall not be based upon cyclical or temporary variations in enrollment.

10.7 Termination for Disability

10.7.1 A unit member may be terminated by the University as a result of a severe long-term physical or mental disability which substantially or irremediably impairs the unit member’s ability to perform satisfactorily the professional responsibilities usually expected. Termination for disability shall be based on clear and convincing medical evidence that the unit member, upon the expiration of authorized sick leave or other leaves granted said faculty member, will be unable to satisfactorily perform duties usually expected. If clear and convincing medical evidence indicates the disability is permanent, the remaining provisions of the Article shall be waived.

10.7.2 Before a unit member can be so terminated, he/she must be notified of the action proposed, supplied with a general summary of the evidence of the disability and offered an opportunity to consult with the appropriate Vice President or any other administrator who has recommended that termination be initiated. A copy of such notification and general summary shall be sent to the Association at that time.

10.7.3 If, after such consultation, the disability is disputed by the unit member, and the unit member requests a hearing, a panel of three (3) unit members shall be appointed to review the evidence. The faculty member and the appropriate Vice President shall each appoint one (1) member of the panel, and those two (2) appointees shall select the third member who shall chair the panel.

10.7.4 The panel shall be constituted within ten (10) working days after the unit member requests the appropriate Vice President for a hearing.

10.7.5 The panel shall determine its own procedures for reviewing the evidence and may call medical or other witnesses. It must, however, permit the unit member to appear before the panel. The panel shall present its written recommendation within twenty (20) working days after it is constituted to the unit member, the appropriate Vice President and the Association.

63
10.7.6 Nothing in this provision shall be deemed to affect a unit member’s rights under the medical plans or disability coverage or any other form of insurance then in effect.

10.8 Termination and Grievance Procedure

A unit member being considered for termination shall have the right to invoke the grievance procedures of this Agreement as to whether the criteria and procedures of this provision have been properly applied in his/her case.

ARTICLE XI

ANNUAL EVALUATIONS

11.1 Evaluations of the competence and quality of teaching and/or the performance of professional responsibilities and endeavors are an ongoing concern of the unit members and the administration. The purpose of evaluation is to improve the quality of instruction and/or professional services rendered and to provide regular and reliable information upon which personnel decisions such as promotion, tenure, reappointment, or merit increases may be based.

11.2 Unit members will be evaluated in the following areas: teaching and/or performance of professional responsibilities, professional growth and recognition, and contributions to the University and community. The methods of evaluation of faculty will include student evaluations, peer evaluation, classroom observation, Chairperson evaluation and administrative evaluation. The method of evaluation of non-teaching unit members will include peer evaluation and Academic Director, Department Chairperson, and Head Librarian evaluations. Probationary faculty, Instructors, and non-teaching unit members shall be evaluated annually during the Spring Semester. After a faculty member has achieved tenure, the faculty member will be evaluated every third year during the Spring semester. However, if the evaluation of a tenured faculty member is less than satisfactory, he/she will be evaluated annually until the deficiencies have been corrected. Upon request to the Department Chairperson or Director, any unit member may elect to be evaluated during a semester, whether or not such evaluation falls within the above schedule.

11.3 Notwithstanding the provisions of Section 11.2, if a tenured faculty member is judged to be materially below the acceptable levels of Professional Competence, Professional Recognition, and Professional Service as determined under criteria developed by the faculty of the Department or Program, the University through its Chairs may institute a Performance Improvement Plan (“PIP”) to bring the faculty member’s performance to an acceptable level. It is further understood that the University shall not implement disciplinary action for incompetence as referenced in Section 10.4.3(A) prior to
implementing the PIP. Additionally, if failure to meet the requirements of the PIP result in disciplinary action and the Association grieves the discipline, the Association may challenge the underlying merits of the PIP. The PIP shall not be placed in the personnel file until it is determined that the faculty member has not met the requirements of the PIP. The PIP may be retained separately so that the University may effectively respond to an external complaint or charge made to a public agency or in the event that the performance problems recur in the future.

11.4 Professional Departmental evaluations of unit members shall be conducted by:

A. Departmental Chairpersons, Academic Directors or Head Librarian regardless of rank, tenure, or others who are directly responsible for the performance of unit members;
B. Tenured Departmental peers of the faculty member being evaluated. In departments in which tenured peers are not available for evaluation, the Personnel Committee shall recommend to the department those disciplines which are most related. Upon approval of the Department, the Committee shall compile a list of two tenured peers. In addition, the Chair shall recommend two tenured peers from those disciplines and forward both lists to the appropriate Academic Dean. The appropriate Academic Dean shall randomly select two peers and shall notify the Department Personnel Committee and the selected peers. There shall be a minimum of two (2) peer evaluations for the unit member.

11.5 Evaluations shall be taken into consideration by those individuals or committees charged with the responsibility of recommending or not recommending candidates for promotion, tenure, reappointment, merit increases or other personnel decisions. No particular weight shall be given to one kind of evaluation - student, Chairperson, peer, over another; however, in some cases, it may be necessary for further professional evaluations to be conducted. In such cases, the appropriate Academic Dean, Vice President or the members of the Promotion and Tenure Committee charged with making recommendations regarding either dismissal or financial exigency may also choose to conduct professional evaluations of unit members.

11.6 While any evaluation carries with it certain subjective judgments, those charged with rendering professional evaluations are obligated to do so in an objective and honest manner.

11.7 Unit members have the right to know what is contained in any evaluation done by a Chairperson, peers, or those in the administration charged with such responsibility. Unit members shall be accorded the opportunity to discuss the evaluations with the Chairperson, and/or the appropriate administrator. At such time, unit members shall be given a copy of all professional evaluations and asked to initial the originals. Such initialing shall not be construed as agreement or disagreement, but merely an indication that the unit member has seen the evaluation and been given a copy. Unit members have
the right to respond in writing to any or all of the evaluations; such response shall be submitted no later than ten (10) working days from the time that the affected unit member received copies of the evaluations and shall be included and made part of the personnel file. When oral testimony contradicts written evaluations, the affected unit member shall be informed of the oral testimony and be given an opportunity to respond to it.

11.8 Student evaluations for faculty members and counselors shall be conducted every semester. Such evaluations shall be presented in summary form so as to preserve the anonymity of students. During the life of this contract, student evaluations shall remain with the Department Chairperson or Director of Counseling where discussions concerning such evaluations shall take place. Copies of summary student evaluations will be provided to the concerned unit member and counselor upon request. Unit members and counselors shall be granted the opportunity to respond to such evaluations. Student evaluations shall be included in the faculty and counselors’ personnel file. Summaries of the student evaluations shall be provided to the Promotion and Tenure Committee.

11.9 When any unit member receives an unsatisfactory evaluation, it shall be the responsibility of the Department Chairperson, Academic Director, or Head Librarian to develop a prescriptive plan that is deemed necessary in order to rectify the deficiency. The prescriptive plan shall be reported to the appropriate Dean or Administrator. Should the unit member refuse to follow the prescriptive plan, he/she may be subject to dismissal or non-reappointment under Article X of this Agreement. Probationary faculty members and other unit members being considered for reappointment shall be evaluated according to the criteria set forth in Article VIII of this Agreement.

11.10 The annual evaluation of probationary unit members shall form the basis for their reappointment. The unit member shall receive a copy of his/her annual evaluation at a conference between the unit member, the Department Chairperson, Academic Directors, and Head Librarian, and the appropriate Academic Dean or Administrator. The evaluation shall result in an Individual Development Plan that will guide the unit member in achieving professional excellence and promotion. The annual evaluation shall be signed by the unit members to reflect recognition but not necessarily agreement with the evaluation. The unit member shall have the right to attach a statement of amendment or rebuttal to the evaluation. All probationary faculty shall be evaluated in the spring of their first year and the fall of their second year.

11.11 General Procedures for Evaluations

11.11.1 Student Evaluations of Faculty Members

Student evaluations of teaching performance shall be conducted each year by the administration. Student evaluations shall be conducted during the month of November for the Fall semester, and during the month of March during the Spring semester.
11.11.2 Chairpersons, Academic Directors, and Head Librarian Evaluation of Unit Members

They have the responsibility of evaluating, according to the frequency set forth in Section 2, all members of their Department. Techniques of evaluation for faculty shall include, but not be limited to, classroom observation, review and analysis of course outlines, exams, and graded papers, review of publications and professional development; and other evidence of professional and teaching proficiency. Techniques for evaluation of non-teaching unit members shall include professional services to the University and community and professional development. While there are many means of arriving at a considered judgment regarding the performance of a faculty member, classroom observation is the most direct means of evaluating the performance of a faculty member whose primary responsibilities include teaching. Chairpersons must indicate on the evaluation form the date(s) that classroom observation occurred. For those being evaluated during the Fall semester, Chairpersons must conduct the evaluation; review the evaluation with the faculty member; provide a copy to the faculty member; retain a copy for Department files; and submit a copy of the evaluation to the appropriate Academic Dean on or before November 30. For those being evaluated during the Spring semester, Chairpersons shall conduct the evaluation; review the evaluation with the faculty member; provide a copy for the faculty member; retain a copy for Departmental files; and submit a copy of the evaluation to the appropriate Academic Dean on or before February 15. Evaluation of non-teaching unit members must be submitted to the appropriate Academic Dean by the above dates.

11.11.3 Peer Evaluations of Unit Members

The Association and the University agree that peer evaluation is a desirable part of the evaluation process. Techniques of evaluation for faculty shall include, but not be limited to, classroom observation; review and analysis of course outlines; exams and graded papers; review of publications and professional development; other evidence of professional and teaching proficiency; and community service. Techniques of evaluation of non-teaching unit members shall include a review of the professional services to the University and community and professional development. In departments in which tenured peers are not available for evaluation, the Personnel Committee shall recommend to the department those disciplines which are most related. Upon approval of the Department, the Committee shall compile a list of two tenured peers. In addition, the Chair shall recommend two tenured peers from those disciplines and forward both lists to the appropriate Academic Dean. The appropriate Academic Dean shall randomly select two peers and shall notify the Department Personnel Committee and the selected peers. Peers shall complete their evaluation of those being considered for promotion or tenure and submit said evaluation to the Chairperson of the Department prior to the Chairperson’s, Academic Director’s, or Head Librarian’s review of evaluations with the unit member. All other evaluations done by peers shall be submitted to the Department Chairperson, Academic Director, or Head Librarian prior to the Chairperson’s, Academic Director’s and Head Librarian’s review of evaluations with the unit member. The
Chairperson shall provide the faculty member with a copy of the peer evaluations, retain a copy for the Department file, and submit a copy to the appropriate Academic Dean for inclusion in the personnel file not later than February 15.

11.11.4 Classroom Observation

Classroom observation shall be done at times convenient to the affected faculty member. The affected faculty member shall be given at least forty-eight (48) hours’ notice that a classroom observation is to be made. If an exam or other such written or non-classroom assignment has been previously scheduled, arrangements shall be made to observe the class at another time. Faculty members, including candidates for promotion and tenure, must be evaluated through classroom observation by the Chairperson, and should expect and encourage other peers to visit and observe their classes. Classroom observations shall be conducted well in advance of the formal evaluation. The Department Chairperson and peer evaluators shall independently discuss the results of the classroom observation with the affected faculty member within two (2) weeks following the observations.

11.12 Faculty members teaching Continuing Education credit courses, or any part-time faculty members teaching credit courses shall be evaluated according to the procedures herein.

11.13 It is recognized by the University and the Association that the evaluation procedure is a continuing one, intended for constructive purposes. The appropriate Academic Dean, Chairperson, Academic Directors, Head Librarian, and peers shall provide regular opportunities to discuss professional evaluations and performance and to offer assistance to unit members in the improvement of professional performance.
11.14 Evaluation of Chairpersons, Academic Directors, and Head Librarians

11.14.1 Chairpersons, Academic Directors, and Head Librarians shall be subject to all of the procedures to be followed for all unit members in matters of recommendation or non-recommendation for promotion, tenure, reappointment, merit increases, or other personnel decisions; however, in the case of a Chairperson, Academic Director, and Head Librarian, the appropriate Academic Dean or designee shall perform the evaluation duties of a Chairperson, Academic Director, and Head Librarian, and peer evaluations shall be submitted directly to the appropriate Vice President.

11.14.2 Chairpersons, Academic Directors, and the Head Librarian shall be evaluated in their role annually by each member of the Department. Such evaluations shall be conducted by the appropriate Vice President or designee or the appropriate Academic Dean during March of each year and Departmental members shall submit their signed evaluations to the appropriate Vice President or the appropriate Academic Dean no later than February 1. The appropriate Academic Dean or his/her designee shall conduct evaluations of Chairpersons, Academic Directors, and the Head Librarian and shall confer with each Chairperson, Academic Director, and the Head Librarian to discuss the results of his/her evaluation and those of unit members, unless such unit members have also submitted a copy of their evaluation to the Chairpersons, Academic Directors, or the Head Librarian. At the beginning of the academic year, the Chairpersons, Academic Directors, and Head Librarian will develop an annual objective plan for themselves, which shall include recommendations based upon these evaluations, and will provide written copies to the appropriate Vice President or his/her designee. Progress on this plan will be discussed during the middle of the year and again during the annual evaluation. If a Department Chairperson, Academic Director, or Head Librarian either fails or refuses to develop a plan for him- or herself, he/she will be subject to removal from the position of Chairperson, Academic Director, or Head Librarian. The evaluation by the appropriate Vice President or his/her designee of the Chairperson, Academic Director, or Head Librarian shall be made a part of the Chairperson’s, Academic Director’s, or Head Librarian’s personnel file.

ARTICLE XII

WORKLOAD

12.1 Work Year

12.1.1 Academic Work Year
Unit members holding nine month contracts are expected to provide their services and discharge their responsibilities during the Academic Work Year, except for the University’s scheduled student vacation periods (see Article III, Section 6).

12.1.2 If the University institutes a Winterim Session, Graduation/Commencement shall be conducted on the first Sunday in June.

12.1.3 Calendar Work Year

Unit members whose primary responsibility is not teaching shall work on a calendar year basis beginning July 1 and ending June 30 of the following year, or on such other twelve month basis that may be dictated by external funding.

12.2 Academic Load

Academic Load is described as: formal and informal instruction, tutorials, advisement and counseling of students, research and writing, preparation of new courses and updating of other courses, service on various campus committees, and the rendering of other professional services. Credit offerings, whenever scheduled (day, night, weekends, or summer) will be the responsibility of the Vice President of Academic Affairs, the Academic Deans, and the academic departments.

12.2.1 Basic Teaching Load

Full-time unit members whose primary responsibility is teaching are obligated over the Academic Year to carry a teaching load of twenty-four (24) credit hours, normally divided into two semesters of twelve (12) hours each. Faculty members assigned to teach graduate courses shall receive 1.33 credit hours of teaching load for each credit hour of a graduate course. Prior to the scheduling of classes and in consultation with the Chairperson, a faculty member may request in writing that the teaching load be distributed among both day and evening classes and/or a combination of underload in one semester and overload in another. Such requests shall not interfere with the normal academic offerings and shall have the prior approval of the Chairperson and the Provost and Vice President for Academic Affairs. In unforeseen circumstances, the faculty members may be required to accept an other-than-normal distribution of the twenty-four (24) hour obligation; in such cases, redistribution of the teaching load shall be made after consultation with the affected faculty member. No unit member may be required to teach a lecture-based course at more than one non-Dover location per semester.

Teaching faculty members who receive twelve (12) month contracts are expected to teach six (6) credit hours or its equivalent during the summer. In addition, twelve month teaching faculty are expected to be available for Departmental, University, and committee assignments beginning the day after commencement and ending July 31, except for scheduled University vacation periods.
If a Department is unable to provide a full workload for a faculty member, the administration, the Department Chair and the faculty member shall agree upon an appropriate remedy for that semester.

12.2.2 Teaching Load Equivalency

In the Departments of Agriculture and Natural Resources, Biology, Chemistry, Nursing, and Physics, laboratory, clinical, and studio instruction shall be calculated at one (1) hour of workload for each one (1) hour of instruction in accordance with past practice prior to September 1, 1986.

In the Departments of Art, Family and Consumer Sciences, Music, Physical Education, Psychology, and Sociology, laboratory, clinical, and studio instruction shall be calculated at two-thirds (0.67) hour of workload per hour of instruction.

Individual supervision (Independent Study, Student Teaching Observation, Internships and Field Placement) shall be calculated at two-thirds (0.67) hour of workload for each student supervised.

The weekly contact hours and student credit hours are those that have been approved by the University.

12.2.3 Non-Teaching Unit Member Load

The workload for all non-teaching unit members shall be thirty-five (35) hours per week. The University shall determine the unit member’s work schedule subject to the following conditions:
A. work schedules shall be established prior to the start of each semester;
B. assignments that include evening or weekend obligations shall be rotated from session to session among the Department members, unless a unit member expresses a preference for such a schedule, or a prior contract for an individual specifies otherwise;
C. non-teaching unit members employed after June 30, 1987 may be assigned evening or weekend schedules as part of their permanent schedule;
D. non-teaching unit members who are assigned to teach credit courses during the normal workday shall have class time and two (2) hours per credit hour for the purpose of preparation, testing, grading, and advisement included in the determination of their thirty-five (35) hour week assignment;
E. non-teaching unit members may not be assigned to teach more than six (6) credit course hours as part of their thirty-five (35) hour week assignment; and
F. counselors employed prior to June 30, 1987 shall not be involuntarily assigned duties on more than one night per week.
12.2.4 Department Chairperson Workload

Department Chairpersons shall basically follow the teaching faculty workload as contained in Article XII, Section 2.1. The Chairperson’s teaching load will be reduced in accordance with Department Chairperson’s compensation as defined in Article XVII.

12.3 Faculty Responsibilities and Obligations

The Association and the University recognize that mutual benefits derive from continual improvement of the University as an institution of higher learning, and that, toward this end, the primary professional responsibility of each member of the faculty is to the University. The Association and the University concur that each member of the faculty should display a high degree of professionalism. To that end, the Association and the University agree that accepting and assuming a faculty position at Delaware State University entails the following professional responsibilities and obligations:

A. To demonstrate and maintain professional competence and knowledge of subject matter and strive to keep informed of contemporary developments in the field of specialization through reading and research, or other means of expression appropriate to the discipline.
B. To meet each class as scheduled.
C. To aspire to excellence in teaching by conducting each class according to the highest professional standards.
D. To distribute policies concerning attendance, course requirements, and criteria for grading to each student at the beginning of each semester.
E. To present to students during the term and within a reasonable time evaluations of their academic performance and progress in the class.
F. To be available to students on a regular basis for advising and counseling on matters regarding their academic performance and progress in class.
G. To treat all students fairly, impartially, and with understanding.
H. To improve, update, enrich, and revise courses periodically to keep them current.
I. To maintain adherence to course descriptions in accordance with the syllabus and the University Catalog.
J. To be available on a regular basis to students who have been identified as advisees on matters pertaining to the students’ program of study.
K. To accept willingly a fair share of Departmental and University duties.
L. To accept willingly a fair share of committee assignments and to serve conscientiously as a member of committees appointed or elected to and fulfill the specific duties of any chair or office accepted.
M. To adhere to deadlines and schedules established for the timely reporting of grades and for other matters related to student registration and record-keeping.

12.3.1 Responsibilities of Non-Teaching Unit Members
To the extent that the above professional responsibilities and obligations may apply to situations other than the classroom, such responsibilities and obligations shall also be those of non-teaching unit members, where applicable.

Non-teaching unit members are also obligated to render professional service according to the specific demands of the particular position and to maintain high professional standards in performing their duties. Furthermore, non-teaching unit members are expected, within the limitations imposed by the workload hours, to participate and to accept willingly a fair share of Departmental and University duties and committee assignments.

12.3.2 Chairperson Responsibilities

The Association and the University agree that accepting and assuming the responsibility of a Department includes but is not necessarily limited to the following professional responsibilities and obligations:

A. To preside at regularly scheduled Departmental meetings or Department committee meetings.
B. To coordinate the recruitment and selection of faculty and staff for the Department.
C. To arrange course schedules and offerings in consultation with the faculty and according to the procedures set forth in this Agreement.
D. To prepare and submit budget requests and administer the Department budget within policies established by the University.
E. To evaluate members of the Department and make recommendations concerning appointment, reappointment, non-reappointment, promotion, tenure, and sabbatical leave.
F. To develop programs of study, course offerings, curriculum, and other academic policies in conjunction with the appropriate Department and Senate committees.
G. To review current offerings and syllabi, textbooks, and other instructional material in conjunction with the appropriate Department committee.
H. To develop and implement a system of advisement for majors.
I. To prepare and submit the annual Department report and such other reports as may be required by the University.
J. To maintain Department records, including student records.
K. To exercise academic leadership in the teaching, research, and other activities of the Department.
L. To administer University policies and procedures and keep faculty members informed of department and institutional plans, activities and expectations.
M. To encourage and monitor faculty proposals for contracts and grants to governmental agencies and private foundations.
N. To coordinate the recruitment and retention of students in the Department.
O. To encourage attendance of faculty members at University sponsored functions and service on University-wide committees.

P. To administer Department facilities and equipment, including maintenance and control of inventory.

Q. To encourage and monitor the professional development plan of each faculty member.

R. To keep regular office hours to carry out administrative responsibilities over a five day period.

S. To administer graduate programs (if applicable) within the Department.

As the academic leader of the Department, the Chairperson has a duty to accurately present to the University the Department’s position (including any minority position) on all relevant matters; and where the Chairperson disagrees with the Department’s position, he or she shall present his or her position to the University, but shall indicate that such position is not a Departmental position.

As an academic leader at the Department level, the Chairperson has a responsibility to accurately present to the members of the department the University’s position on all relevant matters; and, where required, to enforce and implement University policy at the Department level.

12.4 Workload Assignment

Department Chairpersons have the responsibility of assigning faculty workloads, subject to the approval of the appropriate Academic Dean. Workload assignments shall be based on a consideration of academic qualifications and expertise, needs of the students, Department policies and guidelines, the applicable provisions of this Agreement, faculty preferences, and the continual necessity for revitalization and improvement of the instructional program. Specific workload assignment shall reflect the academic/administrative judgment of the Department chairperson; and such assignments shall be made fairly and without discrimination as to the faculty member.

12.4.1 Tentative teaching assignments will be made to unit members no later than March 1 for the following Fall semester and no later than November 15 for the Spring semester. No unit member will be assigned a teaching schedule which spans more than seven hours in a day or less than twelve hours from the end of class on one day to the start of class on the following day without the prior written consent of the faculty member.

12.4.2 The Registrar is responsible for the final preparation of class schedules. In assigning classrooms and class time, the Registrar shall give maximum consideration to Department requests; the Registrar shall attempt to see that no faculty member is scheduled for two consecutive classes in different buildings. Faculty members shall normally expect to teach most of their classes in the same building as their office or Department office is housed.
12.4.3 Class Preparation

Class preparation shall be no greater than three course preparations per semester except in those cases where Department size requires faculty to assume a greater preparation load to maintain academic program integrity. In such Departments documented efforts shall be made to rotate the extra preparations. Faculty members in other Departments may voluntarily accept more than three (3) preparations.

12.5 Availability of Teaching Faculty

When classes are in session, each full-time faculty member shall hold office hours at least six (6) hours per week. Faculty members should distribute office hours over at least four (4) days as best to serve the needs of the students. Faculty teaching evening hours shall schedule some of their office hours in the evening. There should be at least one (1) office hour per course taught. Office hours shall be posted and on file with the Chairperson. It is agreed that Department Chairpersons should hold at least seven (7) office hours per week distributed over a five (5) day period.

At the time of advisement, pre-registration, registration, and late registration, as established in the Academic Calendar, faculty members, particularly Chairs, assigned to these duties shall make additional office hours available.

Each full-time faculty member shall maintain a significant presence on campus for teaching, office hours, sponsored research, committee work, planning activities, meetings, research, advisement, et al. The Association and the University agree that faculty members should spend sufficient time on campus to carry out their professional responsibilities effectively; however, there shall be no fixed scheduling of time at which teaching faculty members shall be required to discharge their professional responsibilities except as required by scheduled classes, office hours, Department and committee meetings, and other events which faculty members are required to attend by this Agreement.

12.5.1 Faculty Attendance

Faculty members are expected to conduct all classes as scheduled. In the event of illness or unavoidable absence, the faculty member shall notify the appropriate Chair or, if unavailable, the appropriate Academic Dean. Provided that reasonable notice is given, faculty members are also expected to attend all general faculty meetings, Department meetings, and meetings of any standing committee, including the Faculty Senate, to which they have been elected or appointed, unless the faculty member has classes scheduled at that time or there is some other professional (University-related) conflict as agreed by the Chair.
All faculty members, unless excused by the appropriate Academic Dean, shall attend a fall convocation and one Commencement ceremony per Academic Year. Commencements shall be held during the Academic Work Year. Attendance of faculty members at other University sponsored functions is expected and encouraged.

12.6 Committee Service

As agreed in Section 3 of this Article, faculty members are obligated and expected as part of the workload to serve on committees; however, the University and the Association agree that faculty members cannot be required to serve on more than two (2) University-wide committees, including the Faculty Senate and committees of the Association. Such limitation is intended to provide all faculty members with an opportunity to serve on various committees and to provide the various committees with diverse viewpoints; it is understood that such a limitation does not preclude faculty members from voluntarily serving on more committees or from accepting a reasonable and fair share of Department or ad hoc committee assignments.

12.7 Winterim

12.7.1 The University may institute a Winterim beginning no sooner than January 2007. Any such Winterim shall be for a five (5) week period beginning no earlier than January 2. If a Winterim is established, the Spring Semester will start on the first Monday after the Winterim concludes and Commencement will be no later than the first Sunday in June.

12.7.2 Tenure track, tenured, and Visiting faculty shall be given the right of first refusal (by rank and seniority within rank if equally qualified and more than one volunteers for a course) for undergraduate and graduate courses for which they are qualified. Assignments must be made by November 1, 2006 for the January 2007 Winterim and on such dates as the parties may agree for any subsequent Winterim.

12.7.3 Faculty teaching a Winterim will be paid pursuant to Section 17.5. If a section is cancelled after the first class, the faculty member will be paid on a pro-rata basis.

12.7.4 Faculty members not teaching during a Winterim are not required to be on campus during the Winterim unless they have 12-month contracts.

12.7.5 No full-time or adjunct faculty member may teach more than two (2) sections during a Winterim.

12.8 Overload

A. Department Chairpersons shall have the responsibility to schedule overload courses
and assign teaching loads above the base teaching load subject to the prior approval of the appropriate Academic Dean.

B. Unit members who have been approved to teach in excess of their basic teaching load will be paid overload in accordance with the payment schedule contained in Article XVII, Salaries.

C. In no case will a unit member be permitted to have an overload assignment in excess of one (1) course or a maximum of four (4) credit hours per semester. Overload includes all courses taught in excess of the basic teaching load whenever scheduled and whether taught as part of the regular undergraduate or graduate programs.

D. Non-teaching members of the unit shall not be eligible for overload compensation unless they are assigned teaching responsibilities outside their normal workload.

E. Full-time faculty members shall be given preference over part-time or adjunct faculty for available graduate and undergraduate courses for which they are qualified. In the event that no full-time faculty member is available or qualified, adjunct or part-time faculty may be appointed. Such appointments shall follow the procedures provided in Article VII of this Agreement.

F. Chairpersons shall be fair and equitable in the rotational assignment of overloads and shall take into consideration such factors as qualifications, experience, ability, and personal needs.

G. Full-time faculty members shall be given first choice in the assignment of extra courses for which they are qualified at the compensation rate specified in Article XVII, Section 4 (Overload Compensation). Questions concerning the qualifications of a particular faculty member to teach a specific course shall be referred to the Department faculty and the Department Chair.

Within two weeks after the tentative schedule has been circulated in the Departments, unit members shall indicate, in writing, to the Chair their interest in teaching overload assignments for the coming semester. If at any time prior to the start of classes, a course offering is changed with regard to the day, time, or compensation, the Department faculty shall be informed of the change by the Chair and shall be given the right of first refusal to teach that course. The Department recommendation(s) regarding offerings and staffing will be forwarded to the appropriate Academic Dean for review.

12.9 Funded Research
A unit member who receives a grant that is intended to pay for research time (with and without special teaching provisions included) shall either:

A. have his/her workload reduced by a number of hours to which the research time shall be deemed equivalent; or

B. receive the monetary benefits of the grant over and above his/her regular salary if his/her teaching load is not reduced; or

C. work out some combination of (a) or (b) to the mutual satisfaction of the faculty member, the Department or Departments involved, and the appropriate Academic Dean consistent with applicable Federal regulations; or
D. grant workload reduction as is established by the grant or contract.

Any of the above arrangements shall be subject to the approval of the Provost and Vice President of Academic Affairs. All applications for outside funding for which University personnel, facilities or property is to be used, shall be made in the name of the University by the President of the University.

12.10 Outside Employment

No restriction shall be placed on outside employment unless it can be demonstrated that such employment interferes with the performance of a unit member’s responsibilities and obligations at the University. The University and the Association agree that regular appointments to the University carry full-time professional responsibilities and that a unit member’s primary responsibility shall be to the University. It is therefore agreed that any unit member who enters into a contractual arrangement to provide services which include a specified schedule of time spent off-campus during the time that a unit member’s classes are scheduled at the University shall promptly notify the appropriate Academic Dean of such arrangements. Failure to notify the appropriate Academic Dean shall constitute violation of this Article. No special arrangements as to scheduling of workload or other obligations shall be accorded unit members with outside obligations.

Where the University acts as a contractor with any outside institution or governmental agency and the services of unit members are utilized by the Administration in order to fulfill such a contract, the University and the unit member shall mutually agree upon the terms and conditions of such additional employment. Any such agreement shall be reduced to writing and a copy shall be given the unit member so employed and a copy shall be provided to the Association. Such written agreement shall set forth the obligations of the contractor and shall be binding upon both the unit member and the University. Such agreement may be enforced by either the unit member or the University in any court of competent jurisdiction, but shall not be subject to the grievance procedures of this Agreement.

12.11 Job Descriptions and Assignments - Department or Library Assistant

Specific job descriptions for Department and Library Assistants shall be developed by the Department and approved by the appropriate Academic Dean or Provost and Vice President for Academic Affairs. Duties to be performed shall be assigned by the Chairperson, except that Department Assistants shall not teach credit courses with an academic number of 101 or above. Department Assistants may conduct the laboratory sections of all level credit courses.

ARTICLE XIII
WORKING CONDITIONS

13.1 Both parties acknowledge that academic freedom is of central importance in the University’s commitment to the pursuit of excellence in the communication of knowledge through teaching, and in the advancement of truth through research. The University and the Association therefore endorse the following statement on academic freedom adapted from the 1940 Statement on Academic Freedom as agreed upon by the American Association of University Professors and the Association of American Colleges:

The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

The University or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he/she is not a spokesperson for the institution.

13.1.1 A. Unit members are entitled to free inquiry, free expression and free association to assure academic freedom.

B. Unit members shall also have the right to speak freely and to express dissent on matters of educational philosophy, institutional policies, and on the administration and operation of the University.

13.2 Consistent with the above statement, the following rights are hereby made part of this Agreement:

A. Consistent with Department standards and policies, unit members shall enjoy full academic freedom in the content of teaching, the selection of textbooks, the methods of instruction, and the conduct of the classroom.

B. Unit members are entitled to the rights of free inquiry, free expression, and free association to assure academic freedom.

C. Unit members shall have the right to speak freely and dissent on matters of educational philosophy, institutional policies, or the administration and the operation of the University.

D. Unit members are entitled to an honest and unprejudiced evaluation of their work.
and performance.

E. Unit members are entitled to access to those facilities and services of the University that are appropriate to their professional responsibilities with due regard for the rights of others.

F. Unit members have the right to be informed of the rules and provisions that govern their conduct and of the expectation that is set for their performance.

13.2.1 The concept of academic freedom must be accompanied by an equally demanding concern of academic responsibility. The concern of the Association and the University for academic freedom safeguards must extend equally to requiring responsible behavior consistent with the goals of the University. To that end, unit members should exercise their academic freedom with responsibility and should respect the general conditions conducive to academic freedom.

13.3 Faculty members should refrain from shortening, lengthening, canceling, adding, or rescheduling of classes. If, however, such changes are necessary or are in the interest of academic enrichment, the faculty member shall seek agreement in advance from the affected students. If the necessary change will affect more than one class meeting, the faculty member is expected to gain approval of the Chairperson who, in turn, shall notify the Registrar or the appropriate Academic Dean, as the case may warrant of such changes.

13.4 Commons Hours

The University shall establish a commons hour at eleven on every Tuesday and Thursday of every semester during the life of this Agreement. During the eleven o’clock hour on Tuesday and Thursday there shall be no classes scheduled. Such time shall be used for student meetings, student convocations, committee meetings, or faculty meetings. The University shall make arrangements with the catering service to provide extended hours for lunch on Tuesday and Thursday for the convenience of students.

Department Chairpersons shall in the scheduling of classes arrange all classes so that there is no conflict with the above University-wide commons hours.

This provision shall not be construed to mean that the commons hours are the only time that committees, unit members, or Departments may meet.

13.5 University Facilities

13.5.1 Offices

The University shall continue to provide adequate office space for all unit members. Faculty offices shall be enclosed and lockable and shall be furnished with a lockable desk, lockable file cabinet, bookcase, chairs, wastebasket, and other office supplies as may be needed for performing professional duties. The University and the Association
agree that it is desirable to provide private offices for unit members which are located as close as possible to the respective Department or building in which unit members perform professional duties; given, however, limited space and facilities, it is recognized that such an ideal arrangement may not be feasible for all unit members. Current practice regarding shared office space shall continue; current unit members who would prefer a relocation may request consideration for a change and such consideration shall be given by the University according to availability of space and the current unit member’s length of service at the University.

13.5.2 Keys

Unit members shall be provided keys to their office, desk, and file cabinet, and the building in which their office is located. With the exception of laboratories and other classrooms which house special equipment, all classrooms shall be kept unlocked. Unit members assigned to teach or work in classrooms that must be kept locked shall be issued keys for such classrooms. No unit member is authorized to duplicate any keys issued by the University. All keys must be signed for when issued and returned when a unit member leaves the employ of the University.

13.5.3 Parking

The University shall continue to provide on-campus parking for unit members. The University shall provide the option of free or reserved parking (at cost) in an approved Lot. (Ref: Parking and Traffic Regulations document in effect August 2001).

13.5.4 Safety and Health

The University agrees to continue to make reasonable provisions for the safety and health of unit members in pursuit of their professional responsibilities on University premises. Unit members who wish to work in their offices after hours or when the University is closed, shall notify Security upon entering a locked building and upon leaving the locked building. The University shall provide within the limits of its financial resources, reasonable and adequate security to protect the private property of unit members. In the event of a minor medical problem, unit members may be treated at the University Infirmary. It is recognized that the University Infirmary and Health Services has as its primary obligation, however, the health and safety of students.

13.5.5 Physical Environment

The University shall provide unit members with an appropriate environment for carrying out their professional duties within the resources of the University. All classrooms, offices, lavatories, and halls in the buildings of the University shall be kept clean and equipped with appropriate supplies. The University shall see to it that such classrooms, offices, and halls shall have adequate and safe heating, lighting, and ventilation and
cooling systems. Smoking shall be permitted only in designated smoking areas, none of which shall be indoors, in accordance with state law.

13.5.6 Departmental recommendations shall be elicited and incorporated where feasible in the planning of the renovation or construction of instructional and office facilities. Department members are entitled to make written requests for alterations of classrooms, including installation of chalk/Whiteboard space, sound equipment, or other items through the Department Chairpersons.

13.6 University Services

13.6.1 Telephones

Within the limits of its financial resources, the University shall, during the life of this Agreement, restore individual telephone service to every full-time faculty member with a private office.

13.6.2 Mail

Individual campus mailboxes shall not be provided to unit members unless such members reside in campus housing, subject to availability after resident students’ mailboxes have been assigned. For the sake of improved campus communication, the University shall establish a mail delivery system whereby mail will be delivered to the academic departments and units at least once a day. The Departments shall provide mail slots for individual unit members in the Department. In the case of unit members whose offices are located in buildings other than that of the Department, such unit members must request a slot in a Department office in the same building.

13.6.3 Clerical and Secretarial Service

Within the limits of its financial resources, the University shall strive during the life of this Agreement to provide more substantial secretarial service to academic Departments. It is recognized that in the case of smaller Departments, such services may be shared by Departments. Within the limits of federal funds available, the University shall also provide Departments with work-study student assistance.

13.6.4 University Vehicles

University vehicles may be used by unit members in fulfillment of their professional responsibilities, when available, provided that requests for reservations for the use of such vehicles are made in advance and approved by the appropriate office. If a University vehicle is not available, unit members using a private vehicle in fulfillment of their professional responsibilities, which use is approved by the University, shall be reimbursed pursuant to Section 17.13. Such reimbursement shall be provided for any unit member
assigned to teach a course offered by the University at a site other than the Dover campus.

**ARTICLE XIV**

**GRIEVANCE AND ARBITRATION**

14.1 **Intent**

The parties recognize and endorse the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of grievances and agree to use their best efforts to encourage the prompt settlement of such grievances. The procedures hereinafter set forth shall be used for the resolution of grievances. It is understood that nothing in this grievance procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the University Administration.

14.2 **Definition**

A “grievance” is a complaint or allegation by a member of the bargaining unit or by the Association that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement, or the past practices and policies herein defined (c.f. Article XX, Section1). Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions which are specifically excluded from the grievance procedure.

14.3 **Informal Procedure for Grievances**

Any individual member of the bargaining unit or members may at any time present an informal grievance at the lowest administrative level having authority to dispose of the grievance. Such a grievance may be adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of the Agreement. The administrator shall notify the Association in writing of such adjustments. Similarly, any member of the bargaining unit may choose to discuss a grievance with the appropriate member of the administration in the presence of a representative of the Association. The Association may informally present a grievance on behalf of any member of the bargaining unit or the Association to the appropriate administrator. The administrator, upon learning of the grievance, shall investigate the grievance as deemed appropriate and respond to the grievant in writing within five (5) working days. Any settlement, withdrawal, or disposition satisfactory to the member(s) or the Association of a grievance at this informal stage shall be consistent with the terms of this Agreement and shall not constitute a binding precedent in the disposition of other similar grievances, but shall be a final resolution of that particular grievance.

In the event that the grievance is not resolved satisfactorily through the informal
procedure, the formal procedure for grievances shall be invoked as follows:

14.4 Basic Provisions

14.4.1 Steps One and Two of the grievance procedure set forth in this Agreement shall be pursued unless the parties (as defined in Article III, Section 20) hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.

14.4.2 Time limits throughout this Article, referring to “days” shall mean “working days” which are defined as days exclusive of Saturday, Sunday, formal holidays, periods when Institutes, Registration, classes and examinations are not scheduled, periods when the University is closed, and Summer Sessions. Either party may be granted, by mutual agreement, a reasonable extension whenever persons necessary for the proper presentation or defense of a grievance are unavailable during non-working days.

14.4.3 At all levels of the grievance procedure and arbitration hearing, the grievant shall have the right to have AAUP representation and/or legal counsel present at the grievant’s own expense.

14.4.4 Unless extended by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. In the event of a failure to comply with the time limits on the part of the grievant(s) or Association, the grievance shall be considered as having been withdrawn. In the event of failure to comply with the time limits on the part of the University, the grievance shall automatically be advanced to the next step of the procedure. If the next step is binding arbitration, the entire cost of the arbitration shall be borne by the University.

14.4.5 Means of Notification shall follow the Notice Provisions of this Agreement, Article XXII, Section 4.

14.4.6 Any information pertaining to the grievance in the official file in the possession of the University needed by the grievant or the Association on behalf of the grievant to investigate and process a grievance shall be provided to the grievant or Association on request within seven (7) working days, at the cost of the grievant.

14.4.7 A member of the bargaining unit who participates in a grievance procedure shall not be subject to discipline or reprisal because of such participation.

14.5 Formal Grievance Procedure

14.5.1 Step One: The grievant or the Association shall file a written grievance with the University’s Hearing Officer, within ten (10) working days after the decision of the informal step, or within fifty (50) working days of the date on which the grievant knew
or should have known of the action or condition which occasioned the grievance. If, however, the occurrence of the event is not immediately discovered by the grievant (or the Association), the time within which to file a grievance shall commence when the occurrence of the event is discovered or should have been discovered by the exercise of due diligence. No such time limitation shall apply regarding a claim that the University miscalculated the salary payable to a member of the bargaining unit. Such notice of a grievance shall concisely state the facts upon which the grievance is based, when they occurred, specify the provision of the Agreement which allegedly has been violated, specify the relief or remedy sought, and be signed by the grievant(s) and/or the President of the Association.

The University’s Hearing Officer shall hold separate or joint conferences within ten (10) working days after receipt of the grievance to discuss the complaint with all relevant persons in an attempt to reach a satisfactory settlement.

If the grievance is not amicably settled, the University’s Hearing Officer shall within five (5) working days after the final conference deliver to the grievant and the Association a signed statement of his/her position regarding the matter. If the grievance is satisfactorily adjusted, the adjustment shall be signed by the Hearing Officer and the grievant. One (1) copy thereof shall be given to the grievant(s), and one (1) to the Association, and one (1) will be retained by the Hearing Officer.

14.5.2 **Step Two:** If the grievance is not adjusted in Step One, the grievant may proceed to the second step of the grievance procedure, provided such appeal is in writing, signed by the grievant(s), sets forth the objection(s) to the Step One response of the Hearing Officer and is presented to the President of the University and the President of the Association within ten (10) working days after the receipt of the Step One response.

The President or a designee shall review all of the materials submitted during the grievance process. In making his/her decision, the President shall give serious consideration to the recommendations of the Hearing Officer and may hold conference(s) with all relevant persons by no later than the 10th day after receiving the Hearing Officer’s recommendation. The President shall provide a written explanation of his/her decision. Copies of the President’s decision shall be given to the grievant, the Association, the appropriate Academic Dean, and the appropriate Vice President within ten working days after the final conference or receipt of the Hearing Officer’s recommendation.

If the grievance is satisfactorily adjusted at this step, the adjustment shall be signed by the grievant and copies thereof shall be given to the grievant(s), the Association, the President of the University, and appropriate Administrators.

14.5.3 **Step Three:** In the event that the grievance has not been settled through Step Two, the Association shall have the sole right to file for arbitration within twenty (20) working
days after receipt of the President’s decision. The Association will notify the University in writing of its intent to file for arbitration. The University shall respond in writing within ten (10) working days in an attempt to resolve the grievance before formal notification to the AAA. Both the University and the Association shall participate in the arbitration proceeding upon receipt of notice that the AAUP has filed for arbitration with the American Arbitration Association. The request for arbitration shall be submitted to the American Arbitration Association for an arbitrator who will be selected under the Voluntary Rules of Labor Arbitration of the AAA then in force. The AAA Expedited Arbitration Procedures will be used for all grievances except those permitted under Article X.

The arbitrator shall hold a hearing as soon as possible and render a written decision (except for expedited arbitration cases) within 30 calendar days of the close of the hearing. The decision of the arbitrator shall be final and binding on all parties and may be enforced or overruled in any court of competent jurisdiction.

If there is a doubt as to the arbitrability of a grievance, the parties will request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he/she will then proceed to conduct a hearing on the merits of the grievance.

The arbitration procedures will be governed by the following:
A. The language of this Agreement shall be binding on the arbitrator.
B. The arbitrator shall neither add to, subtract from, modify or alter the terms provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue.
C. All fees and expenses of the arbitrator shall be divided equally between the parties except as provided in Section 4 of this Article. Any party desiring a transcript of the proceeding shall bear the cost.

14.6 The University shall allow time set by mutual agreement for non-teaching members of the bargaining unit to process grievances during normal working hours.

14.7 When an issue presented in a grievance under these procedures is the same as an issue presented in a claim submitted to an outside agency, such as the Equal Employment Opportunity Commission, that issue shall not be heard at any level under these procedures unless there is evidence that such a hearing would facilitate the resolution of that issue. An exception may be made to this policy when a delay in filing with an outside agency would not allow the grievant to file because of the time that it might take to follow the University’s grievance procedures. Any issue which has been submitted to and resolved by an outside agency cannot then be presented as a grievance under this agreement. Nothing set forth herein shall delay or otherwise affect the processing of any issue raised
by the grievance that is either not within the jurisdiction of the outside agency or not the same as the issue(s) submitted to the outside agency.

14.8 Reservation of Rights: Nothing contained in this Agreement shall be construed to limit the rights of individual grievants or the Association to assert claims against the University in any court or administrative agency of competent jurisdiction.

ARTICLE XV

PERSONNEL FILES

15.1 The University shall maintain only three (3) categories of personnel files on unit members.

15.1.1 There shall be a pre-employment file that shall contain all and only materials requested or received by the University in connection with the original appointment of the unit member. Initial letters of recommendation shall be kept confidential and kept exclusively in the pre-employment file. Other materials submitted prior to the unit member’s appointment, with the understanding that it be kept confidential, shall be kept in the pre-employment file. Copies of non-confidential materials, such as transcripts, curricula vitae, employment records, or published materials received prior to the appointment of a unit member shall be kept in the official personnel file described below. Confidential materials, such as letters of recommendation, may at the written request of the writer of such materials, be placed in the official permanent file. The pre-employment file shall be kept in the office of the appropriate Vice President.

15.1.2 There shall be official personnel files for faculty, Librarians, and Counselors which shall be maintained by the Provost and Vice President for Academic Affairs.

15.1.3 The University shall maintain a Business Office file dealing with routine matters, including but not limited to payroll and benefits. Upon request, unit members shall be provided with adequate and appropriate information from their individual records to meet their stated needs. The Association, as provided in Article VI, Section 16 of this Agreement, shall also be provided with such information and, upon request, may also be provided with adequate and appropriate information to meet needs.

15.2 Each unit member has the right to know of each and every official personnel file maintained on him/her. With exception of the pre-employment file, members have the right to make an appointment to inspect, within five (5) working days, and during normal business hours, their personnel file as well as information related to payroll, fringe benefits, and other similar specialized items of information which apply to the particular unit member making the request. The unit member may request copies, at his/her own cost, of any material contained therein. A unit member may not remove
his/her file from the room in which it is housed. Access to unit members’ personnel files shall be restricted to the unit member, his/her authorized agent, the Promotion and Tenure Committee, other authorized committees, and administrative offices of the University or their authorized representatives.

No document shall be removed from a unit member’s file without the consent of the unit member and the administration. However, this does not preclude a unit member from grieving material considered inappropriate and through the grievance process, such material can be removed from the files.

15.3 The official personnel file of each unit member shall include, but not be limited to the following:
A. Signed application form.
B. Official transcripts supporting claims to academic work.
C. Documents supporting claims to professional training.
D. Letters or records describing work experience.
E. Copies of all statements of employment.
F. All documents relating to professional growth or performance, including evaluations, correspondence or memoranda of discussions between the unit member and the Department Chairperson, appropriate Academic Dean, or the appropriate Vice President or other peers or administrators relating to evaluations of professional performance.
G. Documents indicating special competencies, achievements, scholarly research, academic, professional, or other contributions.
H. Non-confidential materials from the pre-employment file.
I. Written material concerning appointment, reappointment, promotion, tenure, completion of probationary period, special terms or conditions of employment, sabbaticals or leaves of absence, and merit increases.
J. All documents pertinent to severance or discipline.
K. Any statements that the unit member wishes to have entered in response to or elaboration of any other item in the file.
L. An updated curriculum vitae: At the beginning of the academic year, it will be the unit member’s responsibility to update the curriculum vitae should such updating be warranted.

15.3.1 Failure of a unit member to supply, upon written request from the appropriate Academic Dean or Vice President, the documentation mentioned above may constitute just cause for dismissal under Article X, Section 4.

15.3.2 With respect to books, papers, and other voluminous materials relating to professional accomplishments which cannot reasonably be included in a file folder, documentation such as letters from publishers, invitations or programs where papers have been presented, or similar documents, may be included with a notation that the book is in the possession of the unit member. Such materials are subject to be produced by the unit.
member at any applicable University proceeding.

15.4 The University shall not divulge any data or information from its files relating to any identified unit member without the express written request or written approval of the unit member, except as evidence in legal disputes, response to compulsory legal process, response to requests for proposals which would involve the unit member, accrediting proceedings or as evidence in University hearings. This provision shall not prohibit publication of statistical information or other use of data in which no individual is identified.

15.5 All material for inclusion in a unit member’s official personnel file shall be submitted to the office of the appropriate Vice President.

15.6 With the exception of summary reports of student evaluations, no anonymous material whatsoever may be placed in any file held on a unit member.

15.7 Material placed in a unit member’s personnel file under Article XV, Section 3 (I,J,K) shall not be considered for routine personnel decision making, including promotion and tenure, if at least seven (7) years have elapsed since the material was placed in the file. However, such materials may be used at any time for cases pending before any court of law or appropriate outside agency.

ARTICLE XVI

RELEASE TIME

16.1 Release time is defined as a reduction in the teaching load or workload in order to carry out professional responsibilities which are of mutual benefit to the University, the Association, or the unit member.

16.2 A unit member who is engaged in special projects, extraordinary service or research or who has been elected to or appointed to a major committee as Chairperson may apply for release time by submitting a written request to his/her Chairperson with a copy to the appropriate academic Dean, no later than ten (10) calendar days before the beginning of the semester for which the release time was requested. After thorough consideration of this request which shall involve members of the affected Department, the Department Chairperson shall transmit to the appropriate academic Dean the Departmental recommendation or his own if different. Final approval of requests for release time rests with the appropriate academic dean. An applicant shall be notified of the disposition of the request no later than ten (10) calendar days from the date of transmission by the Department Chairperson.
Individuals obtaining external funding that specifies an amount of release time, shall be granted the release time specified in the grant or contract. Others working under the auspices of the external funding shall also receive release time as specified in the grant or contract, with prior appropriate authorization.

16.3 No unit member may combine release time and overload without the expressed consent of the Chairperson of the Department and the appropriate Academic Dean.

ARTICLE XVII

SALARIES

17.1 Salary Minimum

The salary minima for nine month appointments shall be:

- Department Assistants, Extension Agent: $23,500
- Instructors, Extension Agent II: $28,500
- Assistant Professors: $38,500
- Associate Professors, Extension Agent III: $41,500
- Professors: $49,500
- Librarian I, Counselor I: $30,500
- Librarian II, Counselor II: $35,500

The minima for 12 month appointments shall be 20% percent greater than the 9 month figure.

17.2 Salary Adjustments

A. For each fiscal year of the life of this contract, an amount no less than the across-the-board increase recommended by the legislature and approved by the Governor.

B. No unit member shall experience a reduction in base salary unless:
   1. He or she experiences a change in status that requires a reduction, i.e., relinquishing the department chairpersonship or changing from a twelve-month to an academic year contract; or
   2. The University publicly declares financial exigency and
   3. In the event of a University declared salary reduction, all University employees shall experience the same percentage reduction in salary, with the exception of those employees with multi-year contracts. Upon expiration of those contracts, the new contracts of those employees will include language stating that this position will be subject to any future salary reduction upon
declaration by the President of the University. In the event of salary reductions based on this section, those employees on multi-year contracts on the date of ratification of this Agreement shall be requested in writing to accept the same percentage reduction as all other University employees.

17.3 Salary Adjustment for Promotion

Faculty members who are promoted after July 1, 2008 shall have their base salary raised to the minimum salary in their new rank or receive $3003.00, $3,349.50, or $3,580.50 for promotion to the rank of Assistant Professor, Associate Professor, or Full Professor, respectively, whichever is greater. On promotion, Librarians, Counselors, and Clinical Practitioner in Nursing shall have their base salary increased by $3,349.50.

17.4 Overload Compensation

Faculty members whose workloads exceed the workload in semester hours that has been agreed to by the University and the Association shall receive an overload payment according to the following schedule for FY2010:

<table>
<thead>
<tr>
<th>Credit Hour rate</th>
<th>Professor: $787 (X 1.33 for graduate courses)</th>
<th>Associate Professor: $728 (X 1.33 for graduate courses)</th>
<th>Assistant Professor: $670 (X 1.33 for graduate courses)</th>
<th>Instructor: $612 (X 1.33 for graduate courses)</th>
<th>Dept Asst: $552</th>
</tr>
</thead>
</table>

Plus a percentage equal to the compounded across-the-board increase recommended by the legislature and approved by the Governor as per section 17.2.

17.5 Summer and Winterim Sessions Compensation

Faculty members who teach during the Summer and Winterim Sessions shall be compensated according to the following schedule for FY2010:

<table>
<thead>
<tr>
<th>Credit Hour Rate</th>
<th>Professor: $1,077 (X 1.33 for graduate courses)</th>
<th>Associate Professor: $1,017 (X 1.33 for graduate courses)</th>
<th>Assistant Professor: $956 (X 1.33 for graduate courses)</th>
<th>Instructor: $851 (X 1.33 for graduate courses)</th>
<th>Dept Asst: $799</th>
</tr>
</thead>
</table>

Plus a percentage equal to the compounded across-the-board increase recommended by the legislature and approved by the Governor as per section 17.2.
17.6  **Compensation of Department Chairpersons**

During the period of this Agreement, the stipend (including graduate programs if applicable) and teaching load reduction for service as a department chairperson shall be as follows:

<table>
<thead>
<tr>
<th>Unit Members</th>
<th>Prior to June 30, 2006*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>$3248 and 3-hour course reduction</td>
</tr>
<tr>
<td>6-10</td>
<td>$3584 and 6-hour course reduction</td>
</tr>
<tr>
<td>11-15</td>
<td>$4032 and 6-hour course reduction</td>
</tr>
<tr>
<td>16 or more</td>
<td>$4592 and 6-hour course reduction</td>
</tr>
</tbody>
</table>

In departments in which there are graduate programs and no director is appointed for those programs, the department chairperson shall receive a stipend of $2240 in addition to the stipend in the table above.

17.7  **Payment Schedule**

All members of the faculty and other members of the bargaining unit shall be paid by check issued by the State Treasurer biweekly in a manner prescribed by the State of Delaware.

Payment for all appointments shall begin two pay cycles after the contractual starting date.

Unit members on nine (9) month appointments may choose to have payments of salary established on a twelve (12) month basis; twenty-six (26) pay periods instead of twenty (20). Such requests should be made at least thirty (30) days before the beginning payment of an academic year. Such arrangements shall continue on a year-to-year basis, unless said unit member notifies the University before June 30.

17.8  **Preservation of Base Salary**

Unit members who accept appointments to administrative positions that include an increase in salary beyond the salary due to a unit member shall, upon return to unit member status, receive the same salary they received at the time of the appointment plus accumulated increases and increments they would have been receiving had they not served in administrative positions.

Unit members who receive stipends for extra duties, i.e., Chairperson of a Department, shall, upon resignation or termination of extra duties, lose that stipend and receive the
appropriate salary including accumulated increases and increments they would be receiving had they not accepted the extra stipend. Such stipends shall not be considered part of the base salary.

17.9 Compensation for Unusual Services

Compensation for teaching non-credit courses or unusual non-instructional activities and services, where such services are not considered part of the member’s basic load, normal faculty responsibility, or other activities covered elsewhere in this Agreement, shall be by special contract arrangements between the unit member and the University. The Association shall be notified of the details of any such special contract arrangement.

17.10 Additional Compensation

In the event that the University wishes to make salary or fringe benefit adjustments which are more favorable than those called for in the Agreement to any individual member of the bargaining unit for purposes matching a bona fide offer from a rival institution, the University may do so. To retain faculty who have not received offers from other institutions, the University may increase the salary of no more than seven (7) faculty members per year by a maximum of 20%; provided, however, the University may exempt no more than two (2) faculty members per year from the 20% maximum increase. No faculty member may receive this form of retention compensation more frequently than once in any four (4) year period. The Association will be informed of such action immediately.

17.10.1 The University may, with the consent of the Association, make salary or fringe benefits adjustments which are more favorable than those called for in the Agreement to an individual member of the bargaining unit for the purpose of remedying inequities based on gender or salary compression.

17.11 Excellence Awards:

The University shall establish an annual Excellence Award Program for unit members to recognize the outstanding accomplishments in the areas of teaching, research, and University/community service.

17.11.1 Excellence Award Committee

Not later than November 1 of each year, an Excellence Award Committee shall be jointly named by the Faculty Senate and the President of the University. Each party shall name four representatives to the Committee. The Committee shall organize, elect a chair, and establish criteria for each of the three award categories. Not later than January 31 of each year the Committee shall announce the competition for the Awards. The announcement shall include the deadline for submission of applications and nominations and the
judgmental criteria for each category. The Committee shall submit the names of the recommended recipients, in secret, to the President not later than April 30. The recipients shall be announced and awards presented at an appropriate end-of-the-year University ceremony. Members of the Excellence Awards Committee shall not participate in any discussion of or decision on their own application under this fund.

17.11.2 Stipend

Recipients of the Excellence Awards shall receive a cash stipend in the amount of $2,500.00. This stipend shall not be considered to be a part of the individual’s base salary.

17.12 Merit Compensation Program

17.12.1 Annual Announcement of the Program by the University President

No later than September 15, of each year of this Agreement, the President of the University shall announce to the University community the availability of the Merit compensation Program for that the academic year. The sum of money available will be equal to 0.75 percent of the total annual salaries (not including benefits) paid to members of the bargaining unit, calculated from the previous Academic Year. In addition, no fewer than thirteen percent (13%) of bargaining unit members shall receive a merit award. In addition to notifying the University community, the President or his or her designee shall simultaneously notify department chairpersons and directors of administrative areas of the availability of the program.

17.12.2 Criteria

At the time of the University President announces the availability of the Merit Compensation Program, he or she shall also announce the specific criteria, which shall be the following: exceptional performance in teaching or assigned duties for non-teaching members of the bargaining unit; meritorious research, writing or other professional achievement appropriate to the discipline; or extraordinary service to the University community or the external community. A candidate must have demonstrated above average performance in all three areas, and be exceptional in at least one area.

17.12.3 Allocation of Funds

No fewer than thirteen percent (13%) of the members of the bargaining unit shall receive awards. All unit members selected to receive a Merit Award shall receive one percent 1.0% of their base salary as merit compensation. The University shall immediately inform the Association of each merit compensation award.

17.12.4 Procedure for Granting Merit Awards
After the University President has announced the availability of the Merit Compensation Program for the year, he or she shall direct the Department Chairpersons and Directors of administrative areas to implement the program as follows:

A. In the case of teaching departments, the department chairperson on or before October 15, shall recommend to the appropriate Dean one or more members of the department for a merit award. Unit members in teaching and non-teaching areas may nominate themselves or be recommended by the department chairperson (or appropriate administrator in non-teaching areas). The names of all candidates to be considered for merit shall be forwarded to the appropriate Academic Dean or administrator with a positive or negative recommendation and all supporting documentation no later than November 15. In making his or her recommendations, the Department Chairperson may solicit and receive supporting documentation from members of the bargaining unit being recommended, which documentation shall be forwarded to the appropriate Dean with the recommendation. The recommendation of the Department Chairperson shall be in writing, and shall include a summary of the reasons behind the recommendation. The faculty member shall receive a copy of the Department Chairperson’s recommendation no later than November 15.

B. After receipt of recommendations from Department Chairpersons, the Deans will review all recommendations presented. On or before January 15, the Deans will determine those whom he/she recommends for receipt of the awards and forward their recommendations to the appropriate Vice President. Each Dean shall, in writing, indicate the names of those recommended for merit compensation. The faculty member and Department Chairperson shall receive a copy of the Dean’s recommendation no later than January 15. Awards shall be granted to no fewer than thirteen percent (13%) of bargaining unit members assigned to the school or college.

C. After receipt of the recommendations from the Deans, the appropriate Vice President will review the recommendations and shall forward the recommendations to the University President on or before February 15. In forwarding the recommendations of the Deans to the President, the Vice President shall provide his or her own written recommendation, if different from that of the Dean.

D. In non-teaching areas, the Directors, on or before January 15, shall recommend to the appropriate Vice President or his/her designee, no fewer than thirteen percent (13%) of the unit members of the administrative area for a merit award. In making his or her recommendation, the Director may solicit and receive supporting documentation from members of the bargaining unit being recommended, which documentation shall be forwarded to the appropriate Vice President or his/her designee, with the recommendation. The recommendation of the Director shall be in writing, and shall include a summary of the reasons behind the recommendation.
E. In non-teaching areas, after receipt of the recommendations from the director or the designated administrator, the appropriate Vice President will review all recommendations presented. On or before February 15, the Vice President will determine the recipients of the awards. Each Vice President shall, in writing, indicate the names of the recipients. Awards shall be granted to no fewer than thirteen percent (13%) of bargaining unit members assigned to the administrative area. A written report of the decision, with reasons and supporting documentation, shall be submitted to the President of the University.

F. The President of the University shall review the recommendations of the Deans, Directors, and Vice Presidents, and on or before April 1, shall announce to the University community the names of recipients, and amounts of the awards granted. Merit awards shall be added to the base salary for the current year and the amount of the award shall be paid before the end of the fiscal year. Unit members who are not continuing because of resignation, retirement, or disability shall receive their merit compensation in their final check.

17.12.5 Compensation in Base Salary

The amount merit compensation awarded to an individual member of the bargaining unit as a result of the Merit Compensation Program shall be added to the base salary for that year and for subsequent years.

17.12.6 Eligibility

Each member of the bargaining unit shall be eligible for a merit award, provided however, that he or she has been employed at the University for at least one year.

17.13 Additional Compensation for Off-Campus Activities

Unit members who teach courses or supervise student teachers, interns, etc., may be provided the use of a University vehicle when available. If a unit member uses his/her own vehicle, the University shall reimburse the unit member on a regular basis, in accordance with University policy, at the rate established by the Internal Revenue Service for business travel in effect as of March 1 of each year. Any revision shall be applied prospectively for travel on March 1 and thereafter. Unit members who teach courses for credit at the Georgetown and Wilmington campuses shall receive additional compensation in the amount or $100 per credit hour, provided the unit member does not reside in the county of the extended campus.

17.14 Compensation for Instructors in the Child Development Laboratory
Unit members in the Child Development Laboratory whose primary responsibility is to render instruction shall receive a minimum salary equivalent to a teacher in the public school system. Equivalent compensation shall be based on degree level and years of service. (Ref: Capital School District salary schedule).

**ARTICLE XVIII**

**FRINGE BENEFITS**

18.1 **Insurance Plan**

The Board shall provide seventy-five dollars ($75.00) annually toward the unit member’s cost of medical coverage.

18.2 **Information to Individuals**

The University shall provide each new unit member and any returning unit member who requests such information with detailed written descriptions of the applicable benefit programs and an explanation of the unit member’s options and rights thereunder.

18.3 **Leave**

18.3.1 **Leave of Absence Without Pay**

A leave of absence is defined as a leave without pay. The University and the Association recognize that policies permitting leave of absence without pay for professional or personal reasons may at times be beneficial to both the individual and the University. Such leaves may be for professional development, the completion of graduate requirements, research, faculty exchange with another institution, public or political service, health, child-rearing, or other family or personal needs.

18.3.2 **Eligibility**

To be eligible for a leave of absence without pay, a unit member shall have two (2) years of continuous full-time service at the University and since a previous leave of absence or sabbatical. Under unusual circumstances, the appropriate Vice President may waive the two year eligibility requirement.
18.3.3 Length of Leave

Leave of absence without pay may be granted for a semester, an academic year, or for a period of time not to exceed a calendar year. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one (1) additional year. Leaves for shorter periods may be recommended by the appropriate Vice President.

18.3.4 Application and Approval

Requests for leaves of absence shall be submitted in writing to the Department Chairperson or the Appropriate Academic Director at least ninety (90) calendar days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence, and the date of return. Upon the recommendation of the Department Chairperson or appropriate Academic Director and subject to the concurrence of the appropriate Academic Dean and Vice President, a leave of absence without pay may be granted by the Board on the recommendation of the President of the University. Such approval shall not be withheld except in rare instances and for clear and compelling reasons. Unit members who have requested such leave shall be notified within forty-five (45) calendar days from the date of the request as to the recommended disposition of the leave. Any request for an extension of the leave of absence shall be handled in the same manner as the original request.

18.3.5 If a unit member does not return to work by the date of leave expiration, said unit member shall be considered to have voluntarily resigned from the University, unless the unit member was unable to return due to extenuating circumstances beyond his/her control. If a unit member fails to return and extenuating circumstances are not extant the University reserves the right to seek restitution from the unit member for its share of fringe benefits paid. If, in the event of extenuating circumstances, a unit member requests a return from leave prior to the approved date, the unit member must submit a written request to the Department Chairperson or Appropriate Academic Director or Academic Dean. In such cases, such a request may be honored provided that it does not violate the contract arrangements of a replacement unit member and that such early return occurs at the beginning of a semester or session. It is understood that leaves of absence shall begin and end so as not to disrupt the academic program.

18.3.6 While on leave, the employee shall retain all benefits accumulated up to the taking of leave but shall not earn sick leave or eligibility toward tenure. All conditions regarding this leave and the return of the individual to Delaware State University shall be stated in a Leave Agreement Document and signed prior to the start of the leave and such document shall be made a part of his/her personnel file.

18.3.7 Upon return from a University-approved leave of absence, unit members’ base salary
shall be that amount they would have been entitled to had they not taken leave, provided the leave involved specific, planned activities involving study, research, scholarship, completion of graduate requirements, faculty exchange with another institution, and/or public service, or creative work, of mutual benefit to the faculty member and the University.

18.4 Bereavement Leave

Three (3) days of leave with pay will be granted when death occurs in the immediate family (mother, father, grandparents, grandchildren, foster parents, husband, wife, father-in-law, mother-in-law, sister, brother, son, daughter). Additional days without pay may be granted if special circumstances warrant. One (1) day only with pay is granted when death occurs for relatives outside the immediate family. If more time is needed, accrued annual leave or personal leave may be used for this purpose. Unit members who are ranked faculty shall be charged leave days only on those days on which they have assigned duties.
18.5 **Leave for Court-Required Services**

A unit member who, during the academic period during which said unit member is scheduled to work, is summoned and reports for jury duty or is subpoenaed as a witness in a legal action to which the unit member is not a party shall immediately notify the Department Chairperson or Academic Director of this obligation. It is recognized that unit members whose primary responsibilities include teaching are usually exempted from jury duty. Unit members who are summoned as jurors or subpoenaed as witnesses shall be granted leave with pay for such court-required service. With the exception of reimbursable expenses, compensation received by the unit member for time spent performing jury duty on scheduled working days shall be remitted to the University. A unit member serving jury duty or as subpoenaed witness is expected to report for work when attendance at court is not required.

18.6 **Military Leave**

18.6.1 **Military Service**

The reinstatement rights of any unit member who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such Law, shall be determined in accordance with the provisions of the Law granting such rights. Military service shall include alternative service approved by the Selective Service Commission.

18.6.2 **Annual Military Duty**

A unit member who is ordered to active duty during an academic period in which he/she is scheduled to work, upon written request shall be granted a leave with pay, normally not to exceed fifteen (15) working days, to engage in any temporary tour of duty with the National Guard or any recognized branch of the Armed Forces, provided that said unit member remits to the University any military pay earned for those days which would have been his/her normal work days at the University. In those instances where military pay exceeds University pay, only the amount equivalent to University pay for days involved is to be reimbursed to the University. Unit members serving in reserve units shall make every effort to fulfill their annual military obligation at times that will not disrupt the academic program.

18.7 **Annual Leave for Twelve Month Unit Members**

Annual leave shall be granted to twelve (12) month unit members in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Employment</th>
<th>Accrual Rate</th>
<th>Leave Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year Description</td>
<td>Rate (x)</td>
<td>Unit</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>First Full Year</td>
<td>1.00</td>
<td>12</td>
</tr>
<tr>
<td>Second through Fifth Year</td>
<td>1.08</td>
<td>13</td>
</tr>
<tr>
<td>Sixth Year</td>
<td>1.33</td>
<td>16</td>
</tr>
<tr>
<td>Seventh Year</td>
<td>1.42</td>
<td>17</td>
</tr>
<tr>
<td>Eighth Year</td>
<td>1.50</td>
<td>18</td>
</tr>
<tr>
<td>Ninth Year</td>
<td>1.58</td>
<td>19</td>
</tr>
<tr>
<td>Tenth through Fifteenth Year</td>
<td>1.67</td>
<td>20</td>
</tr>
<tr>
<td>Sixteenth through Twentieth Year</td>
<td>1.75</td>
<td>21</td>
</tr>
<tr>
<td>Twenty-First and Thereafter</td>
<td>1.83</td>
<td>22</td>
</tr>
</tbody>
</table>

18.7.1 A non-teaching member of the unit shall either be accorded leave when the teaching faculty are on vacation or take annual leave as set forth above, but shall not be eligible for both forms of leave.

18.7.2 Annual leave, when applicable, shall be scheduled by the Chairperson, Academic Director, or the Academic Dean after consultation with those entitled to such leave and particular regard to the needs of the Department and the seniority and requests of affected unit members. Upon approval of the appropriate Administrator the final schedule shall be sent by the appropriate Academic Dean or Administrator to those taking annual leave.

18.7.3 Unit members eligible for annual leave shall take their annual leave each year and shall not accrue more than 20 days annual leave from year to year. Annual leave days may be requested as they are accrued; however, such leave days must be taken at time compatible with the University program and any request for a period of uninterrupted annual leave in excess of two (2) weeks must have prior approval and normally shall be requested at least one (1) month in advance.

18.7.4 Before retirement, resignation, termination, or transfer to an appointment not eligible for annual leave, unit members entitled to annual leave shall be expected to use all accrued leave prior to retirement, resignation, termination, or transfer. In the event that circumstances preclude such action, the unit member shall be paid for any unused annual leave (in accordance with University policy). In the event of death, the surviving spouse or the estate shall be paid for unused annual leave up to the amount of annual leave accrued during the last year of employment.

18.8 Holidays

The following, and such other days as the Governor may designate, shall be holidays with pay:

A. Martin Luther King’s Birthday
B. Good Friday
C. Easter Monday
D. Memorial Day
E. Independence Day - July 4
F. Labor Day - the first Monday in September
G. Election Day - (in even numbered years only)
H. Thanksgiving Day - the fourth Thursday in November
I. Friday following Thanksgiving Day

In celebration of the Christmas season and in order to make up for the other holidays which are not celebrated by the University because of special classroom schedules, the University will close between December 24 and January 1 inclusive and employees will be paid at their regular rate for all days during that period in which they would normally work. When January 1 falls on a Sunday, the holiday will be celebrated on Monday, January 2.

18.9 University Closings

Pursuant to Executive Order Number Sixty-Eight which was signed by Governor DuPont on December 18, 1978, Delaware State University will continue to enforce the following policy:

A. If a natural or man-made emergency develops during working hours, the President or his/her designee may allow non-essential employees to leave work early. However, they may not allow such employees to leave more than two hours before the end of their regularly scheduled days, or darkness, whichever occurs first, without the Governor’s approval. No loss of pay or accumulative time-off will occur in the event of early dismissal. However, early dismissal will not operate to excuse unauthorized absence from work.

B. If extreme weather conditions force any employee to be late for work, the employee shall contact his/her supervisor, inform of the impending lateness, and state the expected time of arrival for work.

C. If, on days when he/she is required to work, any employee cannot reach work due to extreme weather conditions and calls the supervisor(s) the employee will not be paid for the absence, but may elect to use vacation or compensatory time, if any, to cover the absence. Sick leave may not be used for this purpose unless sickness is documented.

D. Whenever the traveling conditions are considered to be hazardous and the possibility exists that twenty-five percent (25%) or more of the students will be unable to keep their class schedule, the President or Academic Vice President shall cancel all classes and faculty members shall be excused for the day.
18.10 **Sick Leave**

Any absence of a unit member from his/her assigned duties because of sickness, pregnancy, and related medical conditions shall be charged against the employee’s accrued sick leave. Each unit member shall accrue sick leave benefits at the rate of one and one-fourth (1 1/4) days per month of employment by Delaware State University up to a maximum of sixty (60) days. Weekly reports on unit member absences will be prepared by the Department Chairpersons or Academic Director and immediately forwarded to the appropriate Academic Dean or Administrator.

The appropriate Academic Dean or Administrator is responsible for maintaining the official records on sick leave. When the sick leave extends beyond the number of accrued days of sick leave, the pay of the employee will terminate. If the sick leave is seen to be of some duration, the employee is encouraged to apply for a leave of absence and to contact the Business Office regarding benefits he/she may be entitled to under the provisions of the Short Term Disability Program.

The University may, from time to time, while a bargaining unit member is on sick leave require a statement from the member’s physician as to the condition of the member and the extent and duration of the disability. The University may also request the member to submit to an examination by a physician of the University’s choice. In the event that there is a disagreement between the University’s physician and the attending physician regarding a member’s ability to work, a third opinion may be sought. The choice of a third physician, shall be mutually agreed upon by the University, the bargaining unit member, and the Association. The decision of the third physician shall be binding on all parties. In the event that a member of the bargaining unit on sick leave refuses or fails to submit a medical certificate upon request or refuses to allow examination by another physician, the University shall be free to initiate procedures to deny the member paid sick leave.

18.10.1 **Bargaining unit members on sick leave shall receive their regular compensation during the period of the leave, as well as any increases, promotion, award of tenure, or any other rights and benefits which they would have received individually or as a member of the bargaining unit had they not been on such leave. Non-teaching unit members who become ill after working three and one-half (3.5) hours may leave work without the absence being charged against their accrued sick leave.**

18.10.2 **Upon return from sick leave, the bargaining unit member shall resume regular duties. In the event that courses have already been initiated and are well in progress under substitution provisions, the teaching faculty member, on approval of the appropriate Academic Dean, shall be assigned other duties consistent with academic responsibilities and shall resume teaching at the beginning of the next semester or session. The University may request, at the expense of the unit member, a medical certificate attesting**
18.10.3 In the event, by reason of illness or disability, a member of the bargaining unit continues to be incapable of performing the regular duties of a member of the unit, after the expiration of accumulated sick leave, the affected member may apply for disability benefits pursuant to the terms and conditions of the disability insurance plans then in effect. The affected member shall have the option of considering other alternatives such as unpaid leave of absence, early retirement, etc., that might best benefit both the University and the member of the bargaining unit.

18.10.4 Upon death, retirement, or termination, a member of the unit shall be entitled to a cash payment for all accumulated and unused sick leave up to a maximum of sixty (60) days. In the event of death, payment shall be made to the spouse or estate of the unit member.

While on sick leave, a unit member shall not be entitled to use annual leave time. Sick leave shall not be charged when a unit member’s sick leave occurs on any scheduled holiday or any other day when the unit member is not normally scheduled to perform professional responsibilities.

Subject to provisions of the insurance carrier in effect at the time, nothing herein contained shall preclude the appropriate Vice President from authorizing additional paid sick leave benefits, when, in his/her discretion, circumstances warrant such benefit.

18.11 Personal Leave

All unit members shall be entitled to no more than four (4) personal leave days each year. Such leave for personal, urgent, or compelling business may be taken in four (4) one-day increments or in one (1) two-day increment and two (2) one-day increments. Such leave shall be with pay and may be arranged informally with the Department Chairperson or Academic Director and the concurrence of the appropriate Academic Dean or Administrator. Such personal leave is not to be considered as an inherent right and cannot be accumulated. It is expected that unit members will exercise the benefit described herein with discretion in order that there be no dislocation to the academic program or inconvenience to students and colleagues. Unit members who are ranked faculty shall be charged leave days only on those days on which they have assigned duties.

18.12 Notification

As soon as decisions are made, the University shall furnish the Association with a list of all members of the bargaining unit who have been granted any kind of leave which includes a term of a semester or more, including an indication of those for whom a replacement position shall be needed. In addition, the University shall furnish the Association with a list of those who have been denied requests for leaves which includes
18.13 Education Benefits

A full-time unit member may take up to a combination of nine (9) credit hours of instruction per semester, without charge distributed as follows: nine (9) undergraduate credits or six (6) graduate credits only at Delaware State University. Beginning in Fall Semester 2012, unit members using this benefit shall be charged the usual fees that apply to the individual course, e.g. lab fees. All other fees shall be prorated based on credit hours. Unit members shall be charged no tuition. The program of studies must be approved by the Provost and Vice President for Academic Affairs or his/her designee. The courses taken by unit members must have sufficient enrollment, excluding employees, to justify the course offering. Special scheduling arrangements may be made for unit member’s education, subject to the approval of the Chairperson, Director of Counseling or Dean (or Director) of Library, and the appropriate Vice President or his/her designee.

18.14 Tuition Remission Program

The University offers a Tuition Remission Program to be used by employees for unmarried dependent children 25 years of age and younger. Eligible employees shall be granted 50% tuition remission per semester. Beginning Fall Semester 2012, unit members shall receive 80% tuition remission that will increase to 90% in Fall Semester 2013, and to 100% in Fall Semester 2014 and thereafter.

Tuition remission can only be used for full-time undergraduates who have been officially accepted by the University Admissions Office.

Students receiving the tuition reimbursement shall not be counted in decisions to cancel classes based on enrollment.

The Tuition Remission Program is subject to the following conditions:
A. An eligible employee must have completed two years of full-time continuous service prior to the beginning of classes for the semester in which the tuition remission is granted.
B. A dependent child is defined as: a legal dependent of the employee who has been claimed on his/her most recent Federal Income Tax Return.
C. The dependent child shall not declare Independent financial status for the academic semester in which the tuition remission is granted.
D. The dependent child must be a full-time matriculated undergraduate student at the beginning of the academic semester and must maintain full-time status throughout the semester in which the tuition remission is granted. Full-time status is defined as a minimum of 12 credit hours per semester. If the student does not maintain full-time status (minimum of 12 credit hours) throughout the entire semester, the
student will lose eligibility for the semester and will be billed for the number of credit hours completed.

E. The employee must complete the “Request for Tuition Remission Program” form available in the Human Resources Office. The completed form must be returned to the Human Resources Office 45 days prior to the beginning of classes for the semester in which the dependent child is enrolled.

F. The dependent child will not be eligible once he or she becomes 25 years old.

G. The tuition Remission Program is only for undergraduate programs.

H. Only one dependent child is eligible for the Tuition Remission Program in any semester.

I. A dependent child is only eligible for the Tuition Remission Program for 4 years.

ARTICLE XIX

GOVERNANCE

19.1 General Principles

Although the Association, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for members of the bargaining unit, and the Board of Trustees retains its rights, under law, to manage and direct the University, the parties recognize the necessity of a collegial governance system for faculty and other members of the bargaining unit in matters of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty and other members of the bargaining unit shall have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrators and for resolving matters of concern to the faculty through the organizational structures of the Departments, the Faculty Senate, the Administrative Council, and the Board of Trustees. To that end, the parties agree to the following principles:

A. The Faculty of the University shall be able to make its opinion about matters affecting the University known to the Administration.

B. The Faculty of the Department shall be able to make its opinions about matters affecting the Department known to the Chairperson.

C. The Faculty shall have a voice through Faculty representatives elected for that purpose to serve on Department, Senate, or University committees in the formulation of policies and in decisions relating to their implementation.

D. The parties to this Agreement recognize the presently constituted organizations within the University, i.e., the Departments, the Faculty Senate, the full Faculty in session, which are composed, in whole or in part, of the faculty and may exercise all the rights and powers, and prerogatives that they have heretofore possessed, provided that the actions thereof may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement.
E. Both parties to this Agreement recognize the Faculty Senate as the primary body for insuring effective Faculty participation in the governance of the institution and providing the means for the Faculty to exercise its responsibilities.

19.2 Departmental Governance

19.2.1 Departments or academic units shall consist of a Chairperson or Head and Faculty members and other members of the bargaining unit assigned to the Department. Academic Departments shall be established by the University with the advice of the full Faculty or the Faculty Senate. The Library and the Counseling Center shall be, for the purposes of implementing this Article, treated in the same manner as Academic Departments.

19.2.2 The Department is the structure through which the unit member shall act in academic and personnel matters. All recommendations of Department committees must be approved by the Department as a whole. The only exception is that the Personnel Committee submits its recommendation to the Chair for transmittal to the Promotion and Tenure Committee.

19.2.3 A Department, either as a whole or through committee, shall have primary responsibility for the content and development of courses, curriculum, and programs of study within its discipline; for forming Department policies with respect to majors and the general academic standards of the Department; for recommending class size; for establishing and maintaining standards of teaching, research, and service; for recommending criteria with respect to the appropriateness of degrees to the teaching and research responsibilities of the Department; for establishing Departmental criteria and procedures with respect to recommendations concerning appointment, reappointment, non-reappointment, promotion, tenure, sabbatical leave, peer review, part-time appointments, staff appointments, and other personnel recommendations; and to advise, aid and counsel the Chairperson in administering the Department. Such action shall not conflict with this Agreement, University policies, procedures, or regulations.

The Chairperson shall serve as Chairperson of the committee of the whole. Departments shall express their recommendations by majority vote. As per Article III, Section 30, eligibility to vote shall be limited to tenured or tenure track members of the Department who hold the rank of Instructor or above or the equivalent (see Article VII, Section 3.3).

19.2.4 The Department may establish whatever committees and procedures it deems appropriate to carry out its internal responsibilities, consistent with University-wide policies and practices and this Agreement.

19.2.5 Each Department shall establish written by-laws, subject to a majority vote of the Department, describing its structure, procedures, and policies. A copy of such by-laws shall be filed with the appropriate Academic Dean and the AAUP. Such by-laws shall not conflict with this Agreement, or with University policies, procedures, or regulations.
The purpose of the Department By-laws is to outline the procedures to be followed by the Department in performing their obligations assigned to the Department under this Agreement.

19.2.6 In accordance with the provision of Article VIII of this Agreement, each Department shall establish a Personnel Committee of tenured Faculty members, none of whom may be excluded without his or her written assent, to make recommendations concerning appointment, reappointment, non-reappointment, promotion and tenure of members of the Department. The normal size of the Department Personnel Committee shall be at least two tenured faculty members, but in departments with two, three or four tenured faculty members, the tenured members of the Departmental Personnel Committee may appoint probationary faculty members of the department to the Committee to consider appointment only. In the event that a Department has fewer than two (2) tenured faculty members, the Department Personnel Committee shall established according to the following criteria:

A. For purposes of appointment, if there are fewer than two tenured faculty members in the department, the Personnel Committee shall be formed as follows:

1. When there is only one tenured faculty member- A minimum of one other ranked faculty member shall be selected, based on length of service.
2. When there are no tenured faculty members - A minimum of two (2) ranked faculty members shall be selected, based on lengths of service.
3. When there is one or no tenured faculty members and no other ranked faculty in the department - The appropriate number (one or two) of tenured faculty will be selected from another department of a closely related discipline as determined by the Department.
4. The Counselors and Librarians shall act as a committee-of-the-whole. Clinical Practitioners in Nursing shall vote as part of the faculty of the whole on matters, including appointments and reappointments, but do not serve on the Personnel Committee. (C.F. Section 7.3.7.1 and 7.3.7.2).
5. Department Chairs do not serve on the personnel committees since they provide independent judgments provided for in Sections 7.4.3, 7.4.4, 7.4.7, and 8.6.3.

B. For purposes of promotion and tenure, reappointment, and non-reappointment if there are fewer than two tenured faculty members in the department or, if one of the tenured faculty members is applying for promotion, the Department Personnel Committee shall be formed as follows:

1. The voting members of the department faculty shall select two departments of a closely related discipline from which to choose tenured faculty members to serve on the Departmental Personnel Committee.
2. The Provost and Vice President of Academic Affairs shall provide a list of tenured faculty members in the selected departments who are not on the University Promotion and Tenure Committee.
3. The voting members of the department shall select two members from the
list of tenured faculty members in the selected departments that was provided by the Provost and Vice President for Academic Affairs to serve on the Departmental Personnel Committee.

It is understood that a member of the Department whose case is being considered by the Personnel Committee shall not participate in such meetings except at the request of the Committee and in no case can vote on his/her own application.

19.2.7 Each Department shall meet as needed at the call of the Chair, but not less than twice a semester. All members of the Department shall receive timely notice of such meetings. The Chair of a Department must call a meeting if requested to do so in writing by at least thirty (30) percent of Department members. Minutes of the meetings shall be kept and distributed to all members of the Department. A copy of the minutes shall be filed with the appropriate Academic Dean. Departmental secretaries may be requested by the Department Chair to keep Department meeting minutes when the meetings are scheduled during their normal workday.

19.2.8 All references in this Article to Department Chairpersons shall also apply to Academic Directors and the Head Librarian.

19.3 Designation of Chairperson

Department Chairpersons are ranked faculty members who shall be appointed for a period of one year by the Board of Trustees upon the recommendation of the President. Department Chairpersons are responsible for directing their respective Departments. They have the obligation to build Departments strong in scholarship, teaching capacity and community service.

Appointments to the position of Department Chairperson by the Trustees shall be in accordance with the following procedures, except in emergency circumstances as described in succeeding paragraphs. Except where a Department has recommended that an appointee be automatically reappointed for a period of up to three years, an annual recommendation in regard to its preference for Department Chairperson shall be provided to the appropriate Academic Dean by each academic Department, with appropriate evidence.

Procedures: The recommendation by a Department in regard to its preference for Department Chairperson shall be the preference of a majority of Department faculty present and voting by secret ballot at a duly called meeting of the Department faculty. The conduct of the meeting shall be in accord with established parliamentary authority in regard to elections, except the balloting is to designate a nominee for consideration by the appropriate Academic Dean. The meeting shall be presided over by the appropriate Academic Dean. In the event there is a tie and two names are presented to the appropriate Academic Dean, the appropriate Academic Dean shall recommend one of the nominees tied for first place. Only under unusual circumstances will a Chairperson be
recommended by the appropriate Academic Dean who does not meet the approval of a majority of the Department Faculty. If this should occur, the Department may present evidence in support of its nominee directly to the appropriate Academic Dean. If the appropriate Academic Dean rejects the evidence of the Department and does not support its recommendations, the Department may appeal to the Vice President of Academic Affairs.

In the absence of a regularly appointed Chairperson, the Department may recommend an Acting Chairperson whose term shall not exceed one (1) year, and recommend said person to the appropriate Academic Dean. The appropriate Academic Dean, in consultation with the Association and members of the Department, reserves the right to recommend a Chairperson to the Vice President of Academic Affairs in order to promote Departmental continuity and efficiency, or in connection with the establishment of a new Department.

In emergency situations, the President shall fill the vacancy on a temporary basis until the normal procedures for Departmental recommendations can be carried out.

19.3.1 Searches for Department Chairperson shall be conducted according to the following procedures:

A. The decision to recruit a Chairperson from within or without the Department or to conduct a “mixed” search shall be the decision of the appropriate Academic Dean in consultation with the members of the Department.
B. If an outside search is conducted, it shall follow the procedures established for initial appointments, subject to the provisions of this Agreement.
C. In the event that a Chairperson is to be designated from within the Department, the affected Department shall follow the procedures for recommending a Chairperson as outlined in Section 19.3.
D. In the event that two-thirds of the membership of a Department petition the appropriate Academic Dean for the removal of a Chairperson, the appropriate Academic Dean shall make his/her recommendation to the Vice President of Academic Affairs. The Vice President shall make his/her recommendation for the removal or non-removal to the President of the University. In the event that the appropriate Academic Dean recommends removal of the Chairperson, this decision may be appealed to the President of the University.

19.3.2 The Department Chairperson shall be responsible to the appropriate Academic Dean for the day-to-day operation of the Department.

19.3.3 In the event that a Chairperson fails to carry out his/her responsibilities, he/she will be subject to removal from the position of Chairperson by the Board of Trustees upon the recommendation of the President.

19.4 University Governance
To better meet its educational goals, Delaware State University is committed to furthering joint planning and effort by the Board of Trustees, the Administration, the Faculty, the Students, as well as other segments of society. It is recognized that the interests of all are coordinate and related and that the broadest of possible exchange of information and opinion is necessary for the effective planning and implementation of the University’s educational objectives. It is also recognized, however, that the distinction between the institutional system of communication and the system of responsibility for making the decision needs to be preserved. This means that while each component of the academic community has different initiating and decision-making responsibilities, all components need to exchange information and opinion before final decisions are reached so that the confusion and/or conflict arising from unilateral effort can be avoided.

The primary responsibilities of the Board of Trustees and the President are outlined in the Charter and By-laws of Delaware State University. The faculty has primary responsibility for reviewing, discussing, and making policy recommendations in such areas as curriculum, standards, research, faculty status, honorary degrees, and student activities related to the academic life of the University. The power of review or final decision in these areas is lodged in the Board of Trustees or delegated by it to the President. Only in exceptional circumstances, however, will nonconcurrence be exercised, and the reasons for the action will be communicated to the faculty in writing.

19.5 Participation on Search Committees

Ranked faculty members shall be included on all search committees for major academic Administrators.

19.6 Administrative Equivalence

For purposes of this Article, the Vice President for Student Affairs shall serve the same function for the Counseling Center that the Provost and Vice President for Academic Affairs serves for the academic units.

ARTICLE XX

PAST PRACTICE

20.1 The parties agree that certain existing practices and policies that have not been addressed in this Agreement, should be maintained, provided that they are not in conflict with this Agreement. In the event that a question arises as to a conflict of such a past practice with this Agreement or as to the applicability of such a past practice to a unit member, the matter shall be referred to the Chapter-University Committee for disposition.
20.2 During the life of this Agreement, no new practices or policies which affect the conditions of employment of unit members may be initiated without prior discussion with the Association.

ARTICLE XXI

LEGISLATIVE CLAUSE

21.1 Where a provision of this Agreement requires legislative action, other than appropriations, for its implementation, AAUP and the Board agree to meet to discuss the drafting of such legislation, and its introduction into the legislative process. Where mutual agreement is reached on the proper form of the desired legislation, and the proper introduction of such legislation into the process, then the parties shall lend their support to the passage of such legislation.

21.2 It is agreed by the parties that any provision of this Agreement which requires legislative action to permit its implementation by enactment of a bill into law, or by appropriation of fund therefor, shall not become effective until the necessary legislative action is obtained.

21.3 If the Legislature appropriates insufficient funds to completely implement any provision of this Agreement, the Association and the Vice Presidents shall meet and discuss possible reallocations of the appropriated amount for the bargaining unit so as to put into effect the financial items of this Agreement. No later than August 15, and after the meetings and discussions, the Vice Presidents shall notify the Association in writing of the final disposition of the appropriated funds and the reasons therefor.

ARTICLE XXII

IMPLEMENTATION OF AGREEMENT

22.1 Scope of Agreement

This Agreement constitutes the entire negotiated Agreement between the University and the Association and supersedes any previous regulations, Faculty contracts, previous practices or policies which may be in conflict with the expressed terms of this Agreement. This Agreement shall constitute the Master Agreement for all members in the bargaining
22.2 No Strikes or Lockouts

Both parties subscribe to the principle that any and all differences under this Agreement may be resolved by peaceful and appropriate means without interruption to the University program. The University, therefore, shall not institute or support any lockout or threat thereof, and the Association shall not institute or support any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of the University during the life of this Agreement.

22.3 Separability

The provisions of this Agreement shall be separable. If any phrase, clause, sentence, or provision of this Agreement or any application thereof, shall be determined to be contrary to law, the validity of the remainder of this Agreement and the applicability thereof, shall continue in full force and effect.

22.4 Notice

Where notice is required to be given by a date certain, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date, or if hand-delivered, signed for by the recipient no later than the specified date. Where notice is required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period, or if hand-delivered, signed by the recipient no later than the last day of such time period.

22.4.1 “Reasonable Time” or “Reasonable Notice” as used throughout this Agreement, unless otherwise covered in a specific Article, shall refer to ten (10) working days or fifteen (15) calendar days if the University is not in session. When “reasonable notice” applies to situations where the Association has made written request to the Administration, the notice period shall begin upon receipt of such request.

22.5 Non-Assignment of Agreement

This agreement cannot be assigned by the AAUP without the prior expressed written consent of the Board.

22.6 Agreement Management

In order to facilitate communication between the AAUP and the Administration, a Chapter-University Committee consisting of six (6) members, as follows, is established. The AAUP will appoint, through its President, its chief negotiator and two (2) other
members. The Administration, through the President, will appoint its chief negotiator and
two (2) other members.

The duties of the Committee will be to recommend interpretation of language, discuss problems of
Agreement implementation and management, identify Agreement oversight or lack of clarity, make
suggestions for improved Agreement management and settle, if possible, unit clarification issues.

The Committee may authorize the chief negotiators to draft a Memorandum of Agreement on any
contractual oversight or clarification necessary. Such memoranda will form a part of the Agreement
between the parties when signed by the parties. This Committee will normally meet three times in each
semester or as needed. The chairing of this Committee shall rotate one semester at a time between the
parties.

The Committee will not become involved in the grievance process. The parties further agree that this
Chapter-University Committee is the proper forum to use in assigning academic governance questions
which have collective bargaining impact to other existing or ad hoc institutional committees when both
parties feel this would be a proper academic posture.

22.7 Printing and Distribution of Agreement

The Board and AAUP shall cooperate in preparing and printing this Agreement. The Board shall prepare
the master copy for printing. The costs of production shall be shared equally by both parties, based upon
a mutual agreement as to the number of copies to be printed. The Association shall be given the
opportunity to proofread the final draft of the Agreement before its reproduction.

ARTICLE XXIII

EFFECT, DURATION, AND RENEGOTIATION

23.1 Totality

This Collective Bargaining Agreement represents the complete Agreement between the parties and
supersedes any and all prior Agreements, understandings, customs, and practices. This Agreement
incorporates all the mutually-agreed-to subjects of negotiation and both parties acknowledge that they
were free to discuss all matters of concern dealing with wages, workload, and working conditions. The
parties further acknowledge their mutual right during the term of the Agreement to initiate good faith
negotiations on any matters of concern.

23.2 Effect

114
This Agreement shall be in full force and effect beginning July 1, 2010. This Agreement shall continue in force and effect until August 31, 2015. The parties agree to commence negotiations on a reopener on January 15, 2013. During this reopener, each party may designate a maximum of three (3) issues for negotiation.

The Parties agree to begin negotiations no later than October 14, 2014, on the Agreement to succeed this Agreement. If pursuant to such negotiations an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall continue in effect during the period of negotiations until a new Agreement is reached.

23.3 Renegotiation

Ground rules for negotiating sessions shall be negotiated before or during the first session.

The parties mutually pledge that their chief negotiators shall be clothed with the necessary power and authority to make proposals and counter-proposals in the course of negotiations.

Neither party in any negotiation shall have any control over the selection of members of the negotiating representatives of the other party.

If negotiations for the successor agreement are not completed by Commencement of 2015, the parties agree to meet for a maximum of seven (7) days during the Summer of 2015. The University shall pay a per diem base salary to three (3) members of the Association’s Negotiating Committee for the first four (4) days of negotiations during the Summer. If no agreement is reached after seven (7) days, the parties may agree to either declare an impasse or agree to continue negotiations during the Fall Semester 2015.

23.4 Ratification

This Agreement or any amendment thereto is subject to ratification by majority vote of the membership of the American Association of University Professors, Delaware State University Chapter, and majority vote of the members of the Delaware State University Board of Trustees.

23.5 Execution
In witness thereof, the parties have caused this Agreement to be executed under these hands and seals:

For the University  For the Association

_____________________________  ________________________
President of the Board of Trustees  Co-Chief Negotiator &
                                        President of the AAUP, DSU
                                        Chapter

_____________________________  ________________________
President of the University  Co-Chief Negotiator

_____________________________  ________________________
Date  Date
Appendices
### Appendix A

#### 7.4 Search Procedures Chart

<table>
<thead>
<tr>
<th>Responsible Party</th>
<th>Action</th>
<th>Forward to</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Academic Department</td>
<td>Reviews Personnel Needs/Request Vacancy</td>
<td>Academic Dean</td>
</tr>
<tr>
<td>2 Vice President</td>
<td>Certifies Position/Authorizes Search</td>
<td></td>
</tr>
<tr>
<td>3 Academic Dean/Department</td>
<td>Establishes timetable</td>
<td></td>
</tr>
<tr>
<td>4 Department Personnel Committee</td>
<td>Determines qualifications/forward recommendations</td>
<td>Department Chairperson</td>
</tr>
<tr>
<td>5 Department Chairperson</td>
<td>Reviews recommendation/submits own recommendation</td>
<td>Academic Dean</td>
</tr>
<tr>
<td>6 Academic Dean</td>
<td>Reviews/takes action</td>
<td>Vice President</td>
</tr>
<tr>
<td>7 Vice President</td>
<td>Positive recommendation</td>
<td>President</td>
</tr>
<tr>
<td>8 President</td>
<td>Acts on recommendation</td>
<td>Department</td>
</tr>
<tr>
<td>9 Department Personnel Committee</td>
<td>Initiate search procedures</td>
<td></td>
</tr>
<tr>
<td>10 Department Personnel Committee</td>
<td>Interview Candidate</td>
<td></td>
</tr>
<tr>
<td>11 Department Personnel Committee</td>
<td>Conduct Poll of interviews</td>
<td></td>
</tr>
<tr>
<td>12 Department Chairperson</td>
<td>Recommendations in rank order</td>
<td>Academic Dean</td>
</tr>
<tr>
<td>13 Academic Dean</td>
<td>Reviews Department recommendation/submits own recommendation [if recommendation different from Department’s, Department may request meeting with Academic Dean. If no agreement, both parties may appeal to Vice President]</td>
<td>Vice President</td>
</tr>
<tr>
<td>14 Vice President</td>
<td>Upon approval of recommendation</td>
<td>President</td>
</tr>
<tr>
<td></td>
<td>Upon approval – issue contract</td>
<td>Candidate</td>
</tr>
<tr>
<td>Candidate</td>
<td>After receipt of offer – two week to accept or reject</td>
<td>President</td>
</tr>
</tbody>
</table>
7.5 Reappointment

<table>
<thead>
<tr>
<th>Responsible Party</th>
<th>Action</th>
<th>Forward to</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Department Chairperson/ Director/Head Librarian</td>
<td>Evaluation for reappointment</td>
<td>Academic Dean/ Appropriate Administrator (N/T)</td>
</tr>
<tr>
<td>2 Academic Dean/Appropriate Administrator (N/T)</td>
<td>Reviews and submits recommendation</td>
<td>Vice President</td>
</tr>
<tr>
<td>3 Vice President</td>
<td>Reviews and submits recommendation</td>
<td>President</td>
</tr>
<tr>
<td>4 President</td>
<td>Upon approval/recommends</td>
<td>Board</td>
</tr>
</tbody>
</table>
Appendix C

8.7 Flow Chart and Timeline for Promotion and Tenure

<table>
<thead>
<tr>
<th>September 15</th>
<th>October 15</th>
<th>November 15</th>
<th>December 15</th>
<th>January 15</th>
<th>March 15</th>
</tr>
</thead>
</table>

- **Unit Member**
- **Department Chair**
- **Application to Chair P & T**
- **Department Personnel Committee**
- **Chair/ P&T Committee**
- **Recommendations to Approp. Acad. Dean**
- **V.P.**
- **President**
- **Edmc. Policy Committee**
- **Board**
- **Candidate(s)**
- **V.P.**
- **Ad Hoc Appeals Committee**
- **Appropriate Academic Dean**
- **V.P.**

(Appeal Negative Recommendations)
### Appendix D

#### 10.3 Non Reappointment

<table>
<thead>
<tr>
<th>Responsible Party</th>
<th>Action</th>
<th>Forward to</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Department Chairperson/ Director/Head Librarian</td>
<td>Recommends Non-reappointment</td>
<td>Academic Dean/Appropriate Administrator (N/T)</td>
</tr>
<tr>
<td>2 Academic Dean/Appropriate Administrator (N/T)</td>
<td>Meet and discuss with Parties making recommendation for non-reappointment – submit own recommendation</td>
<td>Vice President</td>
</tr>
<tr>
<td>3 Vice President</td>
<td>Reviews recommendation/submits own [if Vice President disagrees with recommendation – discuss with Party making recommendation]</td>
<td>President</td>
</tr>
</tbody>
</table>
| 4 Unit Member                                           | 1. If recommendation for non-reappointment or terminal appointment, Unit Member shall have the right to meet with the Vice President  
2. If recommendation is unchanged, may make written appeal to President | Vice President              |
| 5 Vice President                                       | If recommendation is approved by all parties – invite Unit Member to meet | Unit Member                 |
| 6 Vice President Notification of Non-Reappointment     | Send written notice of non-reappointment by:  
1. First Year – March 1 (during 1st year – 3 months before end of appointment)  
2. Second Year – December 15 (during 2nd year – 6 months before end of appointment)  
3. Two years or more – 12 months  
4. Unit Members on external funding may be terminated on the expiration of the external contract | Unit Member                 |
Appendix E

Salary Deduction Authorization

I hereby request and authorize Delaware State University to deduct 0.7% of my base salary, to be deducted in equal amounts for each pay period and to increase or decrease this amount in accordance with the dues schedule of the Delaware State University Chapter of the American Association of University Professors. I further authorize the University to remit said dues to the Treasurer of DSU-AAUP.

This authorization is voluntary and shall be irrevocable for the period of one (1) year, and I agree and direct that it shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, unless revoked by me by giving written notice to the University and the Association not less than fifteen (15) days prior to the expiration of each period of one (1) year. This authorization shall cease upon termination of employment with the University or upon transfer to a position excluded from the bargaining unit.

In consideration of the above described services rendered by Delaware State University, the American Association of University Professors, Delaware State University Chapter, its members, officers, agents and employees and the undersigned hereby release and discharge Delaware State University, its officers, agents and employees from any and all liability whatsoever arising as a result of the authorization herein given.

___________________________________________ ____________________
Name    DSU ID #

___________________________________________ ____________________
Home Address   Home Phone

___________________________________________ ____________________
City and State   Zip Code

___________________________                ________

<table>
<thead>
<tr>
<th>Department</th>
<th>Rank</th>
<th>Date Hired</th>
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Signature

Date