

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

2016 – 2021

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Article 1 – AGREEMENT

- 1.1 This Agreement is made by and between the Board of Trustees of Delaware State University and the Delaware State University Chapter of the American Association of University Professors. This document sets forth the agreement of the parties on matters of collective negotiations pursuant to the Public Employee Bargaining Provisions of the Delaware Code.

Article 2 – PURPOSE

- 2.1 The intents and purposes of this Agreement, which are not subject to the Grievance Procedure (Article 14), 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 It is anticipated that Unit members shall, at all times, comply with University policies and procedures (“University Policies”), except to the extent that said University Policies conflict with the terms and conditions of this Agreement, in which such case, the terms and conditions of the Agreement shall prevail; provided, however, that at no time shall the terms and conditions of this Agreement supersede University Policies: (i) prohibiting acts of retaliation, discrimination or harassment, including, without limitation, sexual harassment; (ii) regarding the ownership and use of University intellectual property; and (iii) with respect to the use and dissemination of confidential or proprietary University information, including, without limitation, information protected under FERPA and HIPAA.

Article 3 – DEFINITIONS

- 3.1 “Agreement or CBA” refers to the collective bargaining document as negotiated by and between the University and the Association and ratified by the Board and the members of the Delaware State University Chapter of the American Association of University Professors.
- 3.2 “AAA” refers to the American Arbitration Association.
- 3.3 “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 4 of this Agreement.
- 3.4 “Academic Dean” - The Deans, hereafter referred to as Academic Deans, are administrators responsible to the President through the Provost/Vice President. The Academic Deans have overall responsibility for the administration and supervision of the academic programs and other activities of their respective units.
- 3.5 “Academic Department” refers to a Board approved Department where students can declare a major and/or minor.
- 3.6 “Academic Director” refers to a unit member who is the functional head of an Academic Support Center or Program, e.g., Black Studies Program, Honors Program, Counseling Center.
- 3.7 “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.
- 3.8 “Administration” or “Administrators” shall mean those persons employed by Delaware State University who have supervisory or managerial responsibilities and who are not unit members.
- 3.9 “Associate Dean” refers to an administrative position that will assist the Dean in the day-to-day operations of the academic school, college, or unit.
- 3.10 “Auxiliary Ranks” refers to anyone with the rank of visiting faculty, artist in residence, extension agents, adjunct or part-time faculty, professional librarians, counselors, departmental and library assistants, and clinical practitioners in nursing.
- 3.11 “Bargaining Unit” refers to members of the unit represented by the Association as defined by Article 4 of this Agreement.

- 3.12 “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.
- 3.13 “Board” refers to the Board of Delaware State University.
- 3.14 “Calendar Day” or “day” refers to the normal days of the week, including weekends.
- 3.15 “Civility” See Article 8.6.4.
- 3.16 “Clinical Practitioner in Nursing” See Article 7.3.6.
- 3.17 “Contractual Year” refers to a pay period designated on a unit member’s individual contract or letter of appointment.
- 3.18 “Department Chairperson” See Article 19.3.
- 3.19 “Discipline” is the process of dealing with job-related behaviors that do not conform to expected performance standards. In most cases, opportunity for improvement and feedback to assist in correcting problems should be provided.
- 3.20 “Discharge” of a unit member or firing of a unit member refers to their removal for either specific or just cause.
- 3.21 “Lecturer” See Article 7.3.1.3.
- 3.22 “Operating Budget” refers to the total, detailed budget of the University.
- 3.23 “Parties” shall mean the Board and the AAUP or Chapter.
- 3.24 “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 and is qualified to serve as a member of the Department Personnel Committee.
- 3.25 “Professional Counselors” See Article 7.3.4.1.
- 3.26 “Professional Librarian See Article 7.3.3.
- 3.27 “Promotion” See Article 8.2.2.
- 3.28 “Provost/Vice President” refers to the chief academic officer.
- 3.29 “Ranked Faculty” See Article 8.2.1.
- 3.30 “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) working 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.

- 3.31 “Tenure” See Article 8.2.3
- 3.32 “Tenure Granted Upon Hire” See Article 8.9.
- 3.33 “Unit Member” See Article 4.1.
- 3.34 “Termination” is a departure from one’s current position. It can be either voluntary or involuntary. When voluntary, refer to Article 10.2 for notification guidelines. For involuntary termination, refer to Article 10.3 through 10.9.
- 3.35 “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 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 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.
- 3.36 “Voting” refers to voting for Department personnel issues that must be done by secret ballot. Absentee voting is permitted when allowed when such procedures are defined in departmental bylaws, and approved by the AAUP and the Administration.
- 3.37 “Voting Members” refers to unit members who are ranked faculty and Clinical Practitioners in Nursing.
- 3.38 “Working Days” refers to response times for the exchange of documents between the parties and 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.
- 3.39 “Year,” unless otherwise noted, refers to the Academic Work Year.

Article 4 – RECOGNITION OF UNIT

4.1 Delaware State University 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 such other terms and conditions of employment as are specifically set forth in this Agreement, for all employees of the University in the collective bargaining unit (unit members) designated by that certification dated May 10, 1977, as follows:

All full-time voting faculty members 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, Half-time Faculty and Clinical Practitioners in Nursing, and Child Lab Assistants.

4.2 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.

4.3 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.

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

Article 5 – 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 based on any protected class or characteristics under federal or state law.
- 5.2 The University and the Association shall adhere to federal and state laws and regulations as they apply to employment and affirmative action. The University policy and process on Equal Opportunity, Harassment Nondiscrimination, and Civility are incorporated herein by reference, and all claims of discrimination of any kind are subject to that policy and practice exclusively, and without respect to the Grievance and Arbitration provisions of Article 14.
- 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 that 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 4 of this Agreement.
- 5.5 Except as modified by Article 7.1.1, 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. Article 18.2.1 for 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 6 – RIGHTS AND PRIVILEGES OF THE PARTIES

6.1 General Provisions

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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, if such activities do not interfere with assigned responsibilities or interrupt normal University operations and follow University procedure.
- 6.1.4 The Association shall be entitled to reasonable use of campus mail services, in accordance with University procedures.
- 6.1.5 The Association shall have the right to post at appropriate places on campus bulletins, notices relevant to official AAUP business.
- 6.1.6 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.
- 6.1.7 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.
- 6.1.8 The AAUP may use University-provided desktop computers, laptops or cellular phones, and the University email network (“University Devices”) to conduct regular AAUP business which may include, but not be limited to, the dissemination of AAUP-related information, conduct elections or voting on AAUP-related issues (if applicable) and other AAUP business. Such communications among the AAUP and its Unit members shall be considered “confidential” by the University if it is deemed as such by the AAUP. Such confidentiality shall be deemed waived if the confidential information in question is shared by the AAUP or individual Unit members with the University or other non-unit members employed by the University. The foregoing shall not supersede prevailing case law regarding the waiver of attorney-client or related privileges as it relates to the communication by individual Unit members or the AAUP with their respective legal representatives.
- 6.1.9 All members of the bargaining unit shall be permitted to attend scheduled meetings of the Association or its committees, if such attendance does not interfere with the discharge of their University responsibilities.

6.2 Release Time for the Association

6.2.1 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 Provost, with notice to the appropriate Deans and Chairs.

6.3 Professional Dues Deduction

6.3.1 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 Payroll Office Administrator, 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 G. The Payroll Office will implement the deduction of membership dues as authorized in the salary Deduction Authorization within 30 days of receipt of said authorization.

6.3.2 The AAUP assumes the responsibility to obtain and deliver to the Payroll Office Administrator 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) working days before the semi-monthly pay day for which dues are to be deducted.

6.3.3 The Payroll Office Administrator 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.

6.3.4 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.

6.3.5 In the event the amount of dues is changed by the DSU-AAUP at any time during this Agreement, the AAUP shall provide notice of said change to the University as soon as is practicable and the University shall have 60 calendar days, following the provision of notice, to implement the change to unit members' salaries.

6.3.6 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.

6.3.7 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.

6.4 Access to Information

6.4.1 During the term of this Agreement, the University shall produce a report, once a semester, containing information pertinent to the membership of the union, including, but not limited to new hires, terminations, resignations, retirements, deaths, salaries, and changes in salaries. Upon a written request by the AAUP to Academic Affairs with notice to Human Resources, 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.

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

6.4.3 Upon a written request of the AAUP to the Registrar with notice to Academic Affairs, The Registrar shall furnish the Association 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.

6.5 Management Rights

6.5.1 The Board 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 and permitted by law.

Article 7 – 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 as well as the Department Chair and the College Dean and shall incorporate this Agreement by 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 Terms

7.2.1.1 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: appointments leading to tenure, appointments not leading to tenure, and appointments with tenure., as specified in Article 7.3.1 up to but not including Article 7.3.6.

7.2.1.2 Appointments leading to tenure shall include full-time appointments at the ranks of Assistant Professor, Associate Professor, and Professor.

7.2.1.3 Non-tenure track positions include the auxiliary ranks, research associates, departmental assistants, lecturers, and non-teaching members of the bargaining unit. 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 Article 7.4. This provision does not apply to faculty members in tenure track positions.

7.2.1.4 Unit members not eligible for Tenure will be considered for a term contract.

7.2.2 Conditions

7.2.2.1 All non-tenured faculty 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.

7.2.2.2 Unit members on term contracts shall be informed in writing of any change to the initial terms of their appointment by May 1 of the fiscal year of their contract.

7.2.3 Home Department

7.2.3.1 Every new faculty member and departmental assistant, including those on dual departmental assignment, shall have a designated home department at the time of appointment. 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.

7.2.3.2 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 Ranked Faculty

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

7.3.1.1 *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 an 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.

7.3.1.2 *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 an 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.

7.3.1.3 *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 an 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.

7.3.1.4 *Lecturer:* to be eligible for the rank of Lecturer I or II, the faculty member must normally possess strong potential for development as a teacher and hold an earned graduate degree from an accredited university or other acceptable certification in a discipline appropriate to the assigned department. Lecturers are not tenure-track faculty, but are unit members.

7.3.1.5 *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, and Research Assistant Professor.

Such ranks shall be the equivalent, respectively, of Professor, Associate Professor, Assistant Professor, and Lecturer, 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.

7.3.2 Auxiliary Ranks

7.3.2.1 *Visiting Ranks:* The University may hire a highly qualified individual as visiting faculty with the understanding that such a hire shall not exceed three years; however, a fourth year may be added to the term with the approval of the AAUP. 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 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 Department 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 College of Agriculture and Related Sciences. 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 Lecturer

(see Article 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 Professional Librarians

7.3.3.1 *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 accredited institution, or have at least five (5) years of effective and relevant experience directly related to his/her anticipated responsibilities.

7.3.3.2 *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 have three (3) years of effective and relevant experience. 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.

7.3.4 Professional Counselors

7.3.4.1 *Counselor:* To be eligible for the position of Counselor, a professional must hold a master's degree in counseling from an accredited institution.

7.3.5 Department and Library Assistants

7.3.5.1 *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 an accredited institution in a discipline appropriate to the assigned academic Department or library. Department/Library Assistants are not voting members.

7.3.6 Clinical Practitioner in Nursing

7.3.6.1 *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. 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. The unit member shall receive annual performance evaluations and may be re-appointed on an annual basis. Maintenance of licensure shall be a requirement for consideration of re-appointment. Failure to maintain licensure in any contract year will be just cause for immediate dismissal.

7.3.6.2 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.

7.3.6.3 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/Director who reviews and approves the Departmental request and forwards it to the Provost/Vice President.

7.4.2 Within ten (10) working days after the Provost/Vice President certifies that a position is to be filled, the Provost/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 7 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/Vice President “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/Director who may modify the required basic qualifications in his/her discretion. In addition, a Request for Personnel Form along with the appropriate EEO Forms must be submitted. If the department’s recommendation as to the basic qualifications for the position is approved by the appropriate Academic Dean/Director,

he/she shall recommend approval to the Provost/Vice President. If the Academic Dean/Director's recommendation is approved by the Provost/Vice President, he/she shall recommend approval to Human Resources who shall post the position in appropriate professional journals and local and regional newspapers. Applications are sent to the appropriate Academic Dean/Director or the Department who will screen the applicants and 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/Director. 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/Director 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 8 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/Director. 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 In the case of candidates for the position of Department Chairperson, after interviews have been completed, the Academic Dean/Director 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/Director shall then forward the Department's recommendation, with the candidates listed in rank order, to the Provost/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.

- 7.4.9 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.
- 7.4.10 The appropriate Academic Dean/Director 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/Director 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/Director cannot come to agreement on a suitable candidate, both parties may appeal to the Provost/Vice President.
- 7.4.11 If the Department's recommendation is approved by the appropriate Dean, the recommendation shall be forwarded to the Provost/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/his independent recommendation, along with the Department's recommendation, to the Provost/Vice President. If the Provost/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 Provost/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) working days of the decision.
- 7.4.12 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.
- 7.4.13 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.
- 7.4.14 Prior to assuming responsibilities, new unit members shall be given by the Provost/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.
- 7.4.15 If a new Department is being created, the appropriate Academic Dean/Director 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.

- 7.4.16 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/Director, the Director of Continuing Education, and the Provost/Vice President. However, such nominees shall be considered by the Chairperson and members of the Department before a Department recommendation is forwarded to the Provost/Vice President.
- 7.4.17 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/Director as promptly as circumstances permit.
- 7.4.18 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/Vice President.
- 7.5 Reappointments
- 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 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 faculty (those not having achieved tenure) and unit members in auxiliary ranks shall be conducted in accordance with the procedures established in Article 11 of this Agreement.
- 7.5.2 Faculty members and other unit members being considered for reappointment shall be evaluated according to the criteria set forth in Article 8 of this Agreement.
- 7.5.3 The Provost/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 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 Provost/Vice President.

- 7.5.4 If reappointment is supported by the Provost/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. The Provost/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. The Board shall normally consider all reappointment decisions at a March meeting. 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 binding reappointment decisions. The Executive Committee shall make these decisions at a March meeting.
- 7.5.6 Issues of non-reappointment are addressed in Article 10.3.

Article 8 – PROMOTION AND TENURE

8.1 Basic Principles Underlying the Promotion and Tenure Process

- 8.1.1 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. Unit members are responsible for the accuracy and completeness of their applications, and supplying the necessary documents to support their candidacy.
- 8.1.2 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. Lecturers, Counselors, Librarians and Clinical Practitioners in Nursing are not eligible for tenure.
- 8.1.3 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 judgmental criteria of the University must be used to support the decisions.

8.2 Definitions

- 8.2.1 *Ranked 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 Lecturer, 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.
- 8.2.2 *Promotion:* Ranked Faculty 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.

8.3 Promotion and Tenure Committee

- 8.3.1 *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.

- 8.3.2 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.
- 8.3.3 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.
- 8.3.4 *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.
- 8.3.5 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.
- 8.4 Policies Governing Promotion
- 8.4.1 Eligibility to apply for promotion shall be based on years of service, only after a unit member has spent a reasonable period of time in a particular rank, as defined in Article 8.4.3 below.
- 8.4.2 Promotion is not automatic; it is the recognition that a unit member meets the requirements for professional competence, professional recognition, professional service, and civility.
- 8.4.3 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 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.

- 8.4.4 Under exceptional circumstances, nationally recognized achievements 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.
- 8.4.5 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.
- 8.4.6 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.
- 8.4.7 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.
- 8.4.8 The burden of showing exceptionality of qualifications for promotion (either qualifying criteria or years in rank) rests solely with the unit member requesting the exception.
- 8.4.9 Approval of exceptions to the qualifying criteria shall not establish precedents. Each exception shall be judged on its own merits.
- 8.5 Policies Governing Tenure
- 8.5.1 Probationary Status
- 8.5.1.1 Until tenure is granted, an appointment to faculty rank leading to tenure is considered probationary.
- 8.5.2 Tenure Status
- 8.5.2.1 Academic tenure means an appointment that can be terminated only for specifically stated causes as set forth in Article 10. 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, professional service, and civility.
- 8.5.3 Qualifying Criteria

- 8.5.3.1 Ranked faculty members shall only be tenured at the rank of Associate Professor or Professor.
- 8.5.3.2 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.
- 8.5.3.3 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.
- 8.5.3.4 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:

Promoted to Associate Professor in:	Years remaining to achieve tenure:
First year	5
Second year	4
Third year	3
Fourth year	2
Fifth year	1

If a faculty member does not achieve tenure during the first consideration period (exclusive of applications under Article 8.4.8 above), he/she shall be considered two (2) years later. In this case, the probationary period is extended and Article 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.

- 8.5.3.5 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 (Article 8.4.7 above). 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.

8.5.4 Years of Service

- 8.5.4.1 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.

8.5.4.2 Faculty members holding the ranks of Lecturer and Assistant Professor cannot achieve tenure.

8.5.4.3 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.

8.6 Judgmental Criteria for Promotion and Tenure

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.

The Departmental Chairperson, Departmental Peers, the Promotion and Tenure Committee, the appropriate Academic Dean and the Provost/Vice President shall use the following judgmental criteria in evaluating a unit member's professional qualifications for promotion, tenure, or reappointment.

8.6.1 Professional Competence

8.6.1.1 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.

8.6.1.2 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 Article 8.7 below.

8.6.2 Professional Recognition

8.6.2.1 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.

8.6.2.2 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.

8.6.2.3 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.

8.6.3 Professional Service

8.6.3.1 Professionally relevant activities directed toward service to the Department, the University, the community, and one's profession, including holding office in national, regional, and State professional associations, shall contribute to favorable consideration for promotion and/or tenure.

8.6.3.2 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.

8.6.4 Civility

Unit members, as are all employees, are expected to interact with each member of the University community or in professional interactions with the public in a respectful and civil manner, to conduct themselves in a way that does not intentionally disparage or defame others, or seek to impose emotional or physical harm, and values each individual's opinions, perspective, and their respective contribution to the University community.

8.6.4.1 Significant violations of the DSU Civility Policy, Title IX Policy, or other disciplinary infractions, may be referenced and should be documented, if referenced.

8.6.4.2 No reference shall be made to any investigation or disciplinary process that has not been completed prior to the due date of the recommendation.

8.7 Additional Judgmental Criteria

8.7.1 Additional judgmental criteria will 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.

8.8 Application of Judgmental Criteria for tenure only

8.8.1 In considering candidates for tenure, professional competence, professional recognition, professional service, and civility are all important. In applying these criteria, professional competence shall be given greater weight than the other judgmental criteria.

8.8.2 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.

8.9 Tenure Granted Upon Hire

8.9.1 The University may offer initial tenure if the following conditions are met:

1. The individual demonstrates that he/she has already achieved tenure at 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 Article 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.

8.9.2 Individuals, including those formerly employed by the University, may be offered tenure upon hire as follows:

1. The Departmental Personnel Committee of the Department to whom the individual would be assigned as a faculty member shall decide if the candidate meets the conditions of Article 8.9.1 above. 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 the conditions Article 8.9.1 above, the Board of Trustees may offer tenure to the individual.
3. If the Departmental Personnel Committee concludes that the individual does not meet the conditions of Article 8.9.1 above, the Committee shall state the specific reasons as per Article 8.10.15. 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 the conditions of Article 8.9.1 above, 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 the conditions of Article 8.9.1 above, the Provost/Vice President and the President of the AAUP shall review the decision. If both the Provost/Vice President and President of the AAUP conclude that the individual meets the conditions of Article 8.9.1 above, the University may offer initial tenure to the individual. If both the Provost/Vice President and President of the AAUP conclude that the individual does not meet the conditions of Article 8.9.1 above 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/Vice President, the University shall designate another person to serve in this decision step.

8.9.3 It is understood that it is the responsibility of the individual being considered for initial tenure to provide the necessary documentation as required in Article 8.9.1 above, 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. Once the necessary documentation has been received, the Department Personnel Committee shall review the documents and report with reference to same within ten (10) working days. If that committee does not report within ten (10) working days, the decision shall default to the University Promotion and Tenure Committee. That Committee shall also review the documents and report with reference to same within ten (10) working days or the decision will default to the Provost and President of the AAUP.

8.9.4 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 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 Article 8.9.1 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.

8.10 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.

8.10.1 The responsibility for initiating final consideration for tenure rests with the Provost/Vice President. Before May 1 of the academic year preceding the last year of a probationary period, the Provost/Vice President 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.

8.10.2 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/Vice President shall notify the faculty member in writing that he/she will be considered.

8.10.3 Once the application for promotion or tenure has been submitted, the unit member has the responsibility to ascertain that credentials, evaluations, and other documents in the application are in order. 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 application. However, such review and updating should be an ongoing process, whether or not a unit member is being considered for promotion or tenure.

- 8.10.4 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 appropriate academic dean in the case of Faculty.
- 8.10.5 In accordance with the provisions concerning Department governance in Article 19.2.8 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.
- 8.10.6 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 appropriate academic dean no later than October 15. 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.
- 8.10.7 The Dean 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 ten (10) working days in which to examine the file and submit any written comments or additional material.
- 8.10.8 The Dean shall then review the personnel file, evaluations, recommendations, and all supporting documents in accordance with his/her responsibilities.
- 8.10.9 The Dean shall notify all candidates of the Dean's Committee's decision at least one week before the Dean makes his/her report to the Chairperson of the Promotion and Tenure Committee on or before November 15. In the event of a negative recommendation, reasons shall be stated in writing and in detail.
- 8.10.10 The Promotion and Tenure Committee shall review the recommendations and the personnel file of candidates and all supporting documents and make appropriate comments and recommendations. All recommendations shall be transmitted by the chair of the Promotion and Tenure Committee to the appropriate Vice President no later than December 15. The Promotion and Tenure Committee shall provide candidates copies of its recommendations, favorable and unfavorable. Unfavorable recommendations shall be accompanied by a written explanation of the manner in which specific criteria were not met.
- 8.10.11 The appropriate Vice President of the University shall consider all recommendations and all supporting documents. The appropriate Vice President shall provide each candidate with a copy of his/her recommendation. All positive recommendations related to

Promotion and Tenure shall be transmitted by the appropriate Vice President to the President of the University and unit members no later than January 15. All negative recommendations related to Promotion and Tenure shall be transmitted to the unit members by January 15. 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 appropriate Vice President and reasons for the decision. After the appeals process is concluded, the appropriate Vice President will submit his/her recommendations to the President of the University and the unit members.

- 8.10.12 Within ten (10) working days of the candidate's receipt of an unfavorable recommendation, the appropriate Vice President shall invite the candidate who received the unfavorable recommendation to meet and discuss the matter. If the Provost/Vice President does not change his/her unfavorable recommendation, he/she shall deliver to the candidate his decision in writing within five (5) working days of the meeting.
- 8.10.13 The President of the University shall consider all recommendations and all supporting documents. The President shall provide each candidate with a copy of his/her favorable or unfavorable recommendation. The President will submit his/her recommendations to the Educational Policy Committee (EPC) of the Board, after the time limit for all appeals but no later than March 1. 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.
- 8.10.14 Within ten (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 ten (10) 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.
- 8.10.15 Upon deciding their respective recommendations, the Departmental Personnel Committee, the Department Chairperson, the Promotion and Tenure Committee, the Dean, the Provost/Vice President, 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 Provost/Vice President, and the President shall specify the standards that the individual needs to meet in order to qualify.
- 8.11 Target Dates for Promotion or Tenure

- 8.11.1 Before the end of the Academic Work Year, the Provost/Vice President 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.
- 8.11.2 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.
- 8.11.3 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. The Personnel Committee shall submit its recommendation to the Department Chairperson no later than October 1.
- 8.11.4 The Education Policy Committee (EPC) of the Board shall normally consider all promotion and tenure decisions at its March meeting.
- 8.11.5 Within ten (10) working days following the decision of the Board, the President of the University shall notify the appropriate people of the decision.
- 8.12 General Provisions
- 8.12.1 Notification of the final decision on Promotion and/or Tenure shall become part of the unit member's personnel file and subject to procedures set forth in this Agreement regarding personnel files.
- 8.12.2 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.
- 8.12.3 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.
- 8.12.4 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.
- 8.12.5 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.

8.12.6 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.

8.12.7 Unit members may only invoke the Grievance Procedure as set forth in this Agreement on grounds that appropriate procedures were not followed.

8.12.8 Promotion or tenure for a nine-month appointment shall take effect on the first day of the fiscal or academic year following the granting of promotion or tenure or whichever is applicable to the individual.

8.13 Appeals of President's Action on Tenure and Promotion

8.13.1 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 ten (10) working days of receiving written notice of the President's decision.

8.13.2 The Education Policy Committee will consider any written appeals in making its decision.

8.14 Judgmental Criteria for Promotion for Librarians

8.14.1 Professional Competence

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

8.14.2 Professional Service

8.14.2.1 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:

1. Membership, participation, or holding office in local, regional and national professional organizations.
2. Service on academic committees as a member or chair.

- 8.14.3 Professional Development
 - 8.14.3.1 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.
- 8.14.4 Civility
 - 8.14.4.1 Significant violations of the DSU Civility Policy, Title IX Policy, or other disciplinary infractions, may be referenced and should be documented, if referenced.
 - 8.14.4.2 No reference shall be made to any investigation or disciplinary process that has not been completed prior to the due date of the recommendation.
- 8.15 Judgmental Criteria for Promotion for Counselors
 - 8.15.1 Professional Competence
 - 8.15.1.1 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.
 - 8.15.2 Professional Service
 - 8.15.2.1 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.
 - 8.15.3 Professional Development
 - 8.15.3.1 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.
 - 8.15.4 Civility
 - 8.15.4.1 Significant violations of the DSU Civility Policy, Title IX, or other disciplinary infractions, may be referenced and documented.
 - 8.15.4.2 No reference shall be made to any investigation or disciplinary process that has not been completed prior to the due date of the recommendation.

8.16 Judgmental Criteria for Promotion for Clinical Practitioners in Nursing

8.16.1 Professional Competence

8.16.1.1 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.

8.16.2 Professional Recognition

8.16.2.1 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.

8.16.3 Professional Service

8.16.3.1 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.

8.16.4 Civility

8.16.4.1 Significant violations of the DSU Civility Policy, Title IX Policy, or other disciplinary infractions, may be referenced and should be documented, if referenced.

8.16.4.2 No reference shall be made to any investigation or disciplinary process that has not been completed prior to the due date of the recommendation.

8.17 Judgmental Criteria for Promotion for Lecturers

8.17.1 Professional Competence

8.17.1.1 Professional competence in Teaching is an absolute necessity for Lecturers, and the primary area in which they shall be evaluated for promotion.

8.17.2 Civility

8.17.2.1 Significant violations of the DSU Civility Policy, Title IX, or other disciplinary infractions, may be referenced and documented.

- 8.17.2.2 No reference shall be made to any investigation or disciplinary process that has not been completed prior to the due date of the recommendation.
- 8.18 Qualifying Criteria for Librarians, Counselors, and Clinical Practitioners in Nursing, and Lecturers
- 8.18.1 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 Articles 7.3.3, 7.3.4, 7.3.6, respectively. To be eligible for promotion to Lecturer II, a unit member must have successfully completed three successive years in one-year contracts.
- 8.19 Policies Governing Promotion for Librarians, Counselors and Clinical Practitioners in Nursing
- 8.19.1 The Policies governing promotion for librarians, counselors, and clinical practitioners in Nursing are stipulated in Articles 8.20 below.
- 8.20 Procedures for Promotion for Librarians, Counselors, Clinical Practitioners in Nursing, and Lecturers
- A timeline for promotion of Librarians, Counselors, Clinical Practitioners in Nursing, and Lecturers is included in Appendix D.
- 8.20.1 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.
- 8.20.2 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.
- 8.20.3 The Department Personnel Committee shall send its recommendation along with the entire packet to the Head Librarian, Director of Counseling, and Department Chairperson 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.
- 8.20.4 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 seven (7) days in which to examine the file and submit any written comments or additional materials.

- 8.20.5 For Lecturers, a letter of application will be made to the Department Chairperson no later than September 15 of the year following which the Lecturer has completed his/her third annual contract. Both the Department Chairperson and the Department Personnel Committee will evaluate the Lecturer's service and submit recommendations to the appropriate academic Dean no later than October 2. The Dean will submit his/her recommendation to the Provost no later than November 2, and the Provost will communicate a decision no later than December 2. If the Lecturer is promoted, the current annual contract will be replaced by a re-issued three-year contract beginning during that current academic year.
- 8.20.6 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.
- 8.20.7 The Professional Development Committee (N/T) shall review all documentation including the official file.
- 8.20.8 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.
- 8.20.9 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.
- 8.21 Appeal
- 8.21.1 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.
- 8.21.2 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 Education Policy Committee of the Board in care of the office of the President within ten (10) working days of receiving written notice of the President's decision.

Article 9 – SABATICAL LEAVE AND 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 that 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. Faculty members intending to supplement their one year (1/2) salary with grant funding must be able to prove that such payment of salary are allowable by the granting agency. 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 that 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 members 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 than October 15.
- E. The President of the University shall make his/her recommendation to the Board 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 based on 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/Vice President 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. 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, who will forward it to the Academic Dean, and the Provost. 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 or file the required written report, 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.
- 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 Sabbatical Leave for Non-teaching (N/T) Unit Members
- 9.2.1 Unit members who are not voting faculty shall be eligible for a sabbatical leave (N/T) with full pay and benefits of not more than six (6) months after they have completed six (6) years of service.
- 9.2.2 Unit members interested in applying for a sabbatical leave (N/T) 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.

- 9.2.3 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.
- 9.2.4 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.
- 9.2.5 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.
- 9.2.6 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.
- 9.2.7 The President of the University shall make his/her recommendation to the Board whose decision shall be final.
- 9.2.8 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.
- 9.2.9 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. 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. Within sixty (60) days of returning to the University, recipients of sabbatical leaves shall file a written report of the sabbatical activities and accomplishments with the Department Chairperson, who will forward it to the Academic Dean, and the Provost. In the event that the unit member fails to honor the plan submitted with the Sabbatical Leave application or fails to return to the University or file the required written report, 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.

9.2.10 *Review Procedure:* Procedures for reviewing applications for Sabbatical Leave for Non-teaching (N/T) Unit Members are the same as those for Sabbatical Leave (see Article 9.1.7).

9.3 Professional Development Fund

9.3.1 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.

9.3.2 The Professional Development Committee (“PDC”) shall be responsible for developing the eligibility criteria for Professional Leave and the criteria for allocating Leave Funding in support of such Professional Leave. PDC shall also be responsible for prescribing the complement, makeup, and leadership of the committee responsible for evaluating leave and funding requests. PDC shall have six (6) months, following the execution of the Agreement, to develop the respective criteria. In the event that PDC fails to develop such criteria within the required period, the applicable criteria shall be left to the University’s sole discretion. During the six-month criteria development period, the applicable criteria from the 2010-2015 AAUP CBA shall be used.

9.3.3 The Chapter University Committee shall review annually the activities of the PDC, looking particularly at the fairness and consistency of the PDC’s procedures.

9.4 Short Term Professional Leave (Department Travel)

9.4.1 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.

9.4.2 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.

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

9.4.4 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

9.5.1 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

- 9.6.1 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.
- 9.6.2 The fund shall be administered by the Provost/Vice President, 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).
- 9.6.3 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 members 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.
- 9.6.4 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/Vice President of the disposition of their applications.
- 9.6.5 No unit member shall receive more than one (1) award from this fund in any given fiscal year.
- 9.6.6 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; a copy will be provided to the association upon request.

Article 10 – SEVERANCE PROCEDURES

10.1 General

10.1.1 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

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

10.2.1 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) working days. An extension, depending upon circumstances, may be granted by the appropriate Academic Dean or Provost/Vice President upon request. In all circumstances, a unit member is expected to reply to an appointment in one (1) of three (3) ways: (a) acceptance; (b) declination or resignation; or (c) request for extension.

10.2.2 A unit member who plans on resigning his/her appointment effective at the end of an academic semester shall give notice in writing at the earliest possible opportunity, but not later than April 1 or November 1 of that academic semester or thirty (30) days after receiving notification of the term of an appointment at Delaware State University for the coming semester, whichever date occurs later.

10.2.3 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 that 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 contract 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 documented instances of the following:

1. The unit member's failure to meet the professional standards of competence in teaching, research, professional service, or civility;
2. Failure to meet the Judgmental Criteria used in evaluations;

3. Departmental changes in program or enrollment;
4. The return of a unit member to the Department in which the probationary appointment was clearly a substitute appointment;
5. For just cause as listed in Article 10.4.1.

10.3.3 Recommendations for non-reappointment shall be made by the Department Chairperson, Director, or Head Librarian to the appropriate Dean. If the Dean/Director agrees with the recommendation, it will be forwarded to the Provost/Vice President.

10.3.4 The appropriate Provost/Vice President shall review the recommendation, and make a decision there on. The Provost/Vice President shall notify the President of his/her decision.

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

10.3.6 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:

1. Not later than 30 days prior to the end of the contract term for first-year appointments or for an initial appointment shorter than one year.
2. Not later than 120 days prior to the end of the contract term for the second, third or fourth years of an appointment.

10.3.7 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 7.3 of this Agreement. When transferred, such a bargaining unit member shall not be considered a new employee, but shall be subject to the 90-day probationary period in the new position.

10.3.8 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 Discipline

Discipline refers to actions taken by the University to correct violations of policies and procedures by unit members. Discipline may only be for “just cause.”

- 10.4.1 “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.
- 10.4.2 Disciplinary action may be instituted for the failure of unit members (teaching or non-teaching) to perform professional responsibilities consistent with established University, College, and Department policies and procedures. Disciplinary actions are to be progressive, intended to be corrective rather than punitive, and should be imposed consistent with the nature of the infraction.
- 10.4.3 Possible disciplinary actions at each level of supervision will include the following:
- A. Informal counseling may be employed by Department Chairpersons and above. This consists of oral counseling for minor and/or first-time violations of University policies, documented by a follow-up email or memorandum. Records of such counseling will not be kept in the individual’s files.
 - B. A letter of counseling may be issued by Department Chairpersons and above. This letter addresses significant or repeated infractions of University policies and procedures, and formally warns the unit member of corrective actions required and the consequences of continued failure to follow policies and procedures; letters of counseling shall be copied to the Academic Dean. This letter will be retained in departmental files for 18 months, and may be referenced but not included in any Promotion/Tenure documents.
 - C. A letter of reprimand may be issued by Academic Deans and above. This letter addresses more serious and/or repeated infractions of University policies and procedures, officially reprimands the unit member for failure to adhere to them, and may impose consequences and sanctions appropriate to the severity of the infraction (i.e., removal from assigned duty positions such as committee chair; travel restrictions; etc.). The letter shall also include a warning regarding future sanctions and consequences that may be imposed for continued failure to follow policies and procedures. This letter will be retained for 18 months in the unit member’s official personnel file in Academic Affairs and/or Human Resources and may be referenced but not included in any Promotion/Tenure documents.
 - D. A letter of censure may be issued by the Provost/Vice President and above. This letter addresses egregious infractions of University policies and procedures of such a nature as to warrant and evoke the condemnation of the academic community and/or negatively impact the University’s public standing. The letter shall include a specific warning that repeated infractions of this nature may lead to future sanctions including discharge from the University, and may include more progressive sanctions (i.e. suspension with or without pay, removal from appointed/assigned positions, etc). This letter will be retained for 18 months in the unit member’s official personnel file in Academic Affairs and/or Human Resources and will be referenced but not included in any Promotion/Tenure documents.
 - E. Unit members shall be advised of their contractual right to AAUP representation when meeting with Academic Deans or above for the purpose of imposing discipline.

F. Infractions serious enough to lead to discharge and the processes to be followed as it pertains thereto are referenced in 10.5 below.

10.4.4 Sanctions should be related to the nature of the infraction. The sanctions imposed for disciplinary infractions may include:

A. Removal from assigned or appointed positions (i.e., Department Chairperson, Director of an academic program, part-time Associate Dean, etc.). Such removals must be imposed by the same level supervisor or above responsible for the initial appointment.

B. Restrictions on access to travel or other University funds (i.e. Professional Development or Academic Enrichment grants). Such restrictions must be related to the nature of the infraction.

C. Suspension with pay for periods up to one academic semester which will include removal from teaching and/other responsibilities for the same period, but may include the substitution of such non-teaching activities as approved by the Provost. Suspension with pay may, at the Provost's discretion, include a ban from contacting students or other employees and/or being present on University premises without the approval of the Provost/Vice President or Human Resources.

D. Suspension without pay for periods up to one academic semester will include removal from all teaching and other responsibilities and a ban from contacting students or other employees and/or being present on University premises without the approval of the Provost/Vice President or Human Resources.

10.4.5 Administrative paid leave is imposed at the discretion of Human Resources and/or the Provost/Vice President during the investigation of alleged offenses serious enough to warrant the removal of the unit member from all University premises for the safety and security of students and other employees. Unit members on administrative paid leave shall not contact students or other employees with the exception of AAUP representatives. Administrative paid leave shall continue until the final resolution of the investigation. Administrative paid leave is not a disciplinary action, and placing a unit member on administrative paid leave shall not be considered an indication of guilt.

10.4.6 Unit members are required to cooperate with all disciplinary investigations. Failure to do so, including the failure to provide complete and accurate testimony and/or documentation during investigations at any level, shall be considered a separate disciplinary infraction and may, according to University policy, lead to separate sanctions and/or discharge.

10.4.7 The substance of disciplinary actions shall not be grievable by the unit member or AAUP, but due process violations shall be subject to the grievance provisions of this agreement.

10.5 Just Cause for Discharge

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

10.5.1 “Just Cause” for discharge shall be predicated upon substantiated charges directly and substantially related to the fitness of the affected unit member to perform professional responsibilities, including, but not limited to the failure to meet the professional standards of competence in teaching, research or professional service, or failure to meet the Judgmental Criteria used in evaluations. The University shall have the burden of proving “Just Cause” and the unit member shall have the burden of going forward in response to the University’s evidence.

10.5.2 Instances of “Just Cause” shall include, but not be limited to the following:

- 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 material 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 back pay 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.

10.5.3 Administrative paid leave is imposed at the discretion of Human Resources and/or the Provost/Vice President during the investigation of alleged offenses serious enough to warrant the removal of the unit member from all University premises for the safety and

security of students and other employees. Unit members on administrative paid leave shall not contact students or other employees with the exception of AAUP representatives. Administrative paid leave shall continue until the final resolution of the investigation. Administrative paid leave is not a disciplinary action, and placing a unit member on administrative paid leave shall not be considered an indication of guilt.

10.5.4 If the University is considering suspension or discharge, the Provost shall send the unit member and the Association a letter of intent to discipline, and invite the unit member to an interview within ten (10) working days to discuss the prospective discipline. If the Provost decides, after this meeting, to follow the recommendation for suspension or discharge, the unit member shall have ten (10) working days to file a written appeal with the President. The President's decision shall be communicated within ten (10) working days and shall be final; the Association shall be entitled to invoke the grievance procedure for procedural errors.

10.6 Termination

10.6.1 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.

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

10.7 Termination Due to Financial Exigency

10.7.1 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.

10.7.2 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.

- 10.7.3 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, which must include a statement of the amount of money needed to relieve the exigency.
- 10.7.4 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.
- 10.7.5 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.

10.7.6 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 workloads 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, Provost/Vice President and the Department Head(s) involved in the case of Departments, and with the Provost/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, professional recognition for scholarly activities, professional service to the University, and civility. In any case, after such consultation, if no acceptable or additional criteria or resolution can be reached within thirty (30) calendar days, the Provost/Vice President shall make the selection and proceed to implement the termination through the President to the Board.

- 10.7.7 The Committee shall present its recommendations in writing directly to the Board. 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.
- 10.7.8 The Board shall consider such recommendations as it receives from the Committee and render a decision.
- 10.7.9 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.
- 10.7.10 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.

- 10.7.11 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 one 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 or otherwise re-employed elsewhere. This provision shall be subject to the restrictions of existing contracts with insurance carriers at the time of termination.
- 10.7.12 Unit members who are terminated shall be eligible for recall for an amount of time equivalent to the years of service at the University, up to a maximum of (3) three years. Recall shall be in the inverse order of termination subject to the ability of the recalled faculty member to perform adequately 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.
- 10.7.13 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 recalls rights to the position or Department.
- 10.7.14 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.
- 10.8 Termination Under Reduction or Discontinuation of Program Termination
- 10.8.1 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 Provost/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 Provost/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 Article 10.6, 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.

10.9 Termination for Disability

- 10.9.1 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 perform satisfactorily the duties usually expected. If clear and convincing medical evidence indicates the disability is permanent, the remaining provisions of the Article shall be waived.
- 10.9.2 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 Provost/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.
- 10.9.3 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 Provost/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.
- 10.9.4 The panel shall be constituted within ten (10) working days after the unit member requests the Provost/Vice President for a hearing.
- 10.9.5 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 Provost/Vice President and the Association.
- 10.9.6 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.

Article 11 – ANNUAL EVALUATIONS

11.1 General Provisions

11.1.1 The purpose of evaluations is to improve the quality of instruction and/or professional services rendered by unit members and to provide regular and reliable information upon which personnel decisions such as promotion, tenure, reappointment, or merit increases may be based.

11.1.2 Faculty members will be evaluated in the following areas: professional competence, professional recognition, professional service, and civility as described in Article 8.6. All non-tenured faculty members will have individual development plans, prepared by the faculty member and approved by the chair, which will include the requirement that each member provide annually all syllabi, handouts, student evaluations and a record of advising activity for each course taught. 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. Tenure-track faculty and non-teaching unit members shall be evaluated at least annually and maybe evaluated more frequently if their performance requires it during the Spring Semester.

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

- A. Departmental Chairpersons, or any 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 two tenured peers. The Chair shall forward these two tenured peers and up to two additional tenured peers to the appropriate Academic Dean. The appropriate Academic Dean shall select two peers from this list 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, one announced, and one unannounced.

11.1.4 All evaluations shall be considered in an objective and honest manner 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. 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.

11.1.5 Unit members have the right to know what is contained in any evaluation. 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, as 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.

11.1.6 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.

11.1.7 The annual evaluation of non-tenured unit members shall, in addition to other disciplinary consideration, 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, where the member is Individual Development Plan shall also be discussed and updated as needed. The annual evaluation shall be signed by the unit member to reflect receipt of that evaluation. The unit member may attach a statement of amendment or rebuttal to the evaluation.

11.2 Post-Tenure Review

11.2.1 After a faculty member has achieved tenure, he/she will develop a three-year development plan in cooperation with the Department Chairperson. The faculty member will be evaluated annually to assess progress toward the goals in the three-year development plan, and undergo a formal Post-Tenure Review at the end of the third year. At that time, the updated three-year development plan for the next cycle shall be generated.

The Post-Tenure Review shall be based upon the goals in the 3-year Development Plan. Those goals shall be based on the same Judgmental Criteria used for Promotion and Tenure, and University-wide goals for student success as specifically delineated in College and Department goals. Performance shall be evaluated as Exceeds Standard, Meets Standard, or Below Standard in category. Faculty members Exceeding Standards in at least one category, while Meeting Standards in all others, shall be eligible for consideration for increased compensation in the form of either a bonus or permanent raise to base pay upon approval of the Provost; those assessed Below Standards in any category shall be subject to a Performance Improvement Plan in deficient areas.

Unit members have the right to appeal a result of Below Standard to the appropriate academic Dean, and to invoke the grievance process if they assert procedural error has occurred.

11.2.2 Notwithstanding the provisions of Article 11.1.2, if a tenured faculty member is judged to be materially below the acceptable levels of Professional Competence, Professional Recognition, Professional Service, and Civility, the University through its Chairs may institute a Performance Improvement Plan (“PIP”) to bring the faculty member’s performance to an acceptable level. The University shall not implement disciplinary action for incompetence prior to implementing the PIP. Failure to meet the requirements of the PIP may result in discipline that the Association may grieve, including a challenge to the terms of the PIP. The PIP shall be placed in the personnel file if it is determined that the faculty member has not met its requirements. The PIP shall be retained separately as a University record for any proper use.

11.3 General Procedures for Evaluations

11.3.1 Student Evaluations of Faculty Members

11.3.1.1 Student evaluations of teaching performance shall be conducted in every class, using a standard form. Student evaluations shall be conducted during the month of November for the Fall semester, and during the month of April during the Spring semester.

11.3.2 Chairpersons, Academic Directors, and Head Librarian Evaluation of Unit Members

11.3.2.1 They have the responsibility of evaluating, according to the frequency set forth in Article 11.1.1, 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 and the date the evaluation was discussed with the faculty member. Copies are to be retained in Department files and submitted to the appropriate Academic Dean on or before April 30, if evaluated in the spring, and November 30, if evaluated in the fall. Evaluation of non-teaching unit members must be submitted to the appropriate Academic Dean by the above dates.

11.3.3 Peer Evaluations of Unit Members

11.3.3.1 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. 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 April 30, if evaluated in the spring, and November 30, if evaluated in the fall Selection of peer evaluations is subject to Article 11.1.1.

11.3.4 Classroom Observation

11.3.4.1 Faculty members, including candidates for promotion and tenure, must be evaluated through classroom observation by the Chairperson and peer evaluators, 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.

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

11.3.4.3 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, peers, and the Director of the Center for Teaching and Learning shall provide regular opportunities to discuss professional evaluations and performance and to offer assistance to unit members in the improvement of professional performance.

11.3.5 Evaluation of Chairpersons, Academic Directors, and Head Librarians

11.3.5.1 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.

11.3.5.2 Chairpersons, Academic Directors, and the Head Librarian shall be evaluated in their role annually by each member of the Department and by the appropriate Vice President or

designee or the appropriate Academic Dean. Departmental members shall submit their signed evaluations to the appropriate Vice President or the appropriate Academic Dean no later than April 30, if evaluated in the spring, and November 30, if evaluated in the fall. The results shall be discussed with the evaluated individual. At the beginning of the academic year, the Chairpersons, Academic Directors, and Head Librarian will develop an annual individual development plan, 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. The annual evaluation shall be made a part of the Chairperson's, Academic Director's, or Head Librarian's personnel file.

Article 12 – WORKLOAD

12.1 Work Year

12.1.1 Academic Work Year

12.1.1.1 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 3.7).

12.1.1.2 If the University institutes a Winterim Session, Graduation/Commencement shall be adjusted accordingly.

12.1.2 Calendar Work Year

12.1.2.1 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 Provost/Vice President, the Academic Deans, and the academic departments.

12.2.1 Basic Teaching Load

12.2.1.1 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/Vice President. 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.

12.2.1.2 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.

12.2.1.3 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

12.2.2.1 In the College of Agriculture and Related Sciences, 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.

12.2.2.2 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.

12.2.2.3 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.

12.2.2.4 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

12.2.3.1 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

- 12.2.4.1 Department Chairpersons shall basically follow the teaching faculty workload as contained in Article 12.2.1. The Chairperson's teaching load will be reduced in accordance with Department Chairperson's compensation as defined in Article 17.

12.2.5 Faculty Responsibilities and Obligations

- 12.2.5.1 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.

N. To conduct themselves in a civil manner as defined in Article 3.15.

12.2.6 Responsibilities of Non-Teaching Unit Members

12.2.6.1 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.

12.2.6.2 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.

12.2.7 Chairperson Responsibilities

12.2.7.1 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.
- T. To conduct themselves in a civil manner as defined in Article III.15.

12.2.7.2 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.

12.2.7.3 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.

12.2.8 Workload Assignment

12.2.8.1 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.

12.2.8.2 Tentative teaching assignments will be made to unit members no later than March 1 for the following Fall semester and no later than November 1 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.

12.2.8.3 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.

12.2.9 Class Preparation

12.2.9.1 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.

12.2.10 Availability of Teaching Faculty

12.2.10.1 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.

12.2.10.2 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.

12.2.10.3 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.

12.2.11 Faculty Attendance

12.2.11.1 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.

- 12.2.11.2 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.
- 12.2.11.3 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.
- 12.2.12 Committee Service
- 12.2.12.1 As agreed in Article 12.2.5 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.
- 12.2.13 Winterim
- 12.2.13.1 The University may institute a Winterim session. Any such Winterim session shall be for a four (4) week period.
- 12.2.14 Overload
- 12.2.14.1 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.
- 12.2.14.2 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 17, Salaries.
- 12.2.14.3 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.
- 12.2.14.4 Non-teaching members of the unit shall not be eligible for overload compensation unless they are assigned teaching responsibilities outside their normal workload.
- 12.2.14.5 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.

- 12.2.14.6 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.
- 12.2.14.7 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 17.5 (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.
- 12.2.15 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.
- 12.2.16 Funded Research
 - 12.2.16.1 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 grant workload reduction as is established by the grant or contract.
 - 12.2.16.2 Any of the above arrangements shall be subject to the approval of the Provost/Vice President. 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.
- 12.2.17 Outside Employment
 - 12.2.17.1 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.

12.2.17.2 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.

12.2.18 Job Descriptions and Assignments - Department or Library Assistant

12.2.18.1 Specific job descriptions for Department and Library Assistants shall be developed by the Department and approved by the appropriate Academic Dean or Provost/Vice President. 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 13 – WORKING CONDITIONS

13.1 Unit Member Rights and Entitlements

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

13.1.2 Unit members shall also have the right to speak freely, civilly, and to express dissent on matters of educational philosophy, institutional policies, and on the administration and operation of the University; provided, however, that 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.

13.1.3 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. Such freedom shall not permit the unit member from deviating from departmental selection of primary textbook for multiple section courses.

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

13.1.5 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.

13.1.6 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 Class Schedule Alterations

13.2.1 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 and/or the appropriate Academic Dean, as the case may warrant of such changes.

13.3 Common Hours

13.3.1 The University shall maintain 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.

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

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

13.4 University Facilities

13.4.1 Offices

13.4.1.1 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 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 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.

13.4.2 Keys

13.4.2.1 Unit members shall be provided keys to their office, 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.

13.4.3 Parking

13.4.3.1 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. (see current parking and traffic regulations). For parking in reserved lots, appropriate decals must be purchased and displayed on the subject vehicle. Vehicles regularly parked in unreserved lots must be registered with Public Safety.

13.4.4 Safety and Health

13.4.4.1 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 normal work hours or when the University is closed, shall notify Security upon entering a locked building and upon leaving the locked building.

13.4.5 Physical Environment

13.4.5.1 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 is not permitted anywhere on the University campus.

13.4.5.2 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.

13.5 University Services

13.5.1 Telephones

13.5.1.1 Within the limits of its financial resources, the University shall provide (non-cellular) telephone service to every full-time faculty member with an office.

13.5.2 Mail

13.5.2.1 The University shall maintain 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 the Department designated mail room.

13.5.3 Clerical and Secretarial Service

13.5.3.1 Within the limits of its financial resources, the University will provide 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.

Article 14 – GRIEVANCE AND ARBITRATION

14.1 Intent

14.1.1 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

14.2.1 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 20). 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. The AAUP shall have the sole and exclusive right to file grievances on behalf of the bargaining unit as a whole on matters of the interpretation or application of this agreement. While serving as Department Chairperson, the faculty member shall be considered as an administrator and not as a unit member for all purposes of discipline except in cases wherein the University is pursuing suspension or discharge.

14.3 Informal Procedure for Grievances

14.3.1 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.

14.3.2 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 3.23) 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. Grievants may not be represented by faculty members currently serving as Department Chairpersons.
- 14.4.4 Unless extended by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. If the grievant(s) or Association fail to comply with the applicable time limits, the grievance shall be considered as withdrawn. 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 22.4.
- 14.4.6 Any information pertaining to the grievance in the official file in the possession of the University needed to investigate and process a grievance shall be provided or Association on request within seven (7) working days, at the cost of the Association.
- 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
- 14.5.1.1 The Association, on behalf of the grievant, must 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 appropriate officer of the Association.

14.5.1.2 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.

14.5.1.3 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 resolved at this step, the Hearing Officer shall sign the resolution and that resolution shall be binding on all parties. 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

14.5.2.1 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.

14.5.2.2 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.

14.5.2.3 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

14.5.3.1 In the event that the grievance has not been settled through Step 2, 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 American Arbitration Association (AAA). Both the University and the Association shall participate in the arbitration proceeding upon receipt of notice that the Association has

filed for arbitration with the AAA. The request for arbitration shall be submitted to the AAA 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.

14.5.3.2 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.

14.5.3.3 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.

14.5.3.4 The arbitration procedures will be governed by the following:

The language of this Agreement shall be binding on the arbitrator.

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.

All fees and expenses of the arbitrator shall be divided equally between the parties except as provided in Article 14.4. Any party desiring a transcript of the proceeding shall bear the cost.

14.6 Processing of Grievances

14.6.1 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 Provisions for Submission to Outside Agencies

14.7.1 When an issue may be presented in a grievance under these procedures or the same issue may be submitted to an outside agency, e.g. the Equal Employment Opportunity Commission, that issue shall not be heard at any level under these procedures unless both the Chapter and the University agree in writing that the issue may be dually filed. 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

14.8.1 Nothing contained in this Agreement shall be construed to limit the rights of individual grievant or the Association to assert claims against the University in any court or administrative agency of competent jurisdiction.

Article 15 – PERSONNEL FILES

- 15.1 The official personnel files of all unit members shall be kept and maintained in the Office of Human Resources and copies of all academic documents shall be kept in the Office of the Provost.
- 15.2 Each unit member has the right to view his or her official personnel file in the Office of Human Resources. The unit member may request copies, at his/her own cost, of any material contained therein.
- 15.3 The official personnel file of each unit member shall include all materials as specified in the Office of Human Resources Pre-Employment Document Checklist attached as Appendix F.
- 15.4 All documents pertinent to discipline are maintained in the Office of Human Resources in a separate file. Unit members may view these files through an appointment with the Office Human Resources, within five (5) days and within business hours, after making a request.
- 15.5 Failure of a unit member to supply, upon written request from the Office of Human Resources, the documentation mentioned above may constitute just cause for discharge under Article 10.5.
- 15.6 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; however, citations of scholarly products must be part of the annual evaluations, which is included in the file.
- 15.7 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 referenced in Article 10.4, evidence in legal disputes, response to compulsory legal process, response to requests for proposals that 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.
- 15.8 All material for inclusion in a unit member's official personnel file shall be submitted to the Office of Human Resources.
- 15.9 With the exception of summary reports of student evaluations, no anonymous material whatsoever may be placed in any file held on a unit member.
- 15.10 Material placed in a unit member's personnel file under Article 15.3 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. Additional files related to professional competence, professional recognition, professional service, and civility may be kept in the office of the Provost.

Article 16 – 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. Release time by AAUP officers is governed by Article 6.2.
- 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) working 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) working days from the date of transmission by the Department Chairperson.
- 16.3 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.
- 16.4 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 17 – SALARIES

17.1 Salary Minimum

17.1.1 The salary minima for nine month appointments shall be:

Position	Salary Minimum
Department Assistants, Extension Agent	\$45,000
Child Care Laboratory Teachers	\$38,000
Lecturer I	\$45,000
Lecturer II	\$50,000
Extension Agent II	\$50,000
Assistant Professors	\$50,000
Associate Professors, Extension Agent III	\$75,000
Professors	\$90,000
Librarian I, Counselor I	\$45,000
Librarian II, Counselor II	\$50,000

17.1.2 The minima for 12-month appointments shall be twenty percent (20%) percent greater than the 9-month figure.

17.1.3 The minima for 12-month appointments for Department Chairpersons shall be thirty three percent (33% greater than the 9-month figure).

17.2 Salary Adjustments

17.2.1 The salary minima for all Associate Professors on a nine (9) month appointment shall be \$75,000. Beginning in FY 2017 the University shall, over the course of three years, raise the salaries of all Associate Professors to that minimum plus any increases recommended by the legislature and approved by the Governor. All Associate Professors already making above \$75,000 shall, during the next three years, receive a raise of 3% plus any increases recommended by the legislature and approved by the Governor, with the exception that no Associate Professor already making \$100,000 shall receive a raise of more than \$3,000 in addition to increases recommended by the legislature and approved by the Governor.

- 17.2.2 The salary minima for all Professors on a nine (9) month appointment shall be \$90,000. Beginning in FY 2017 the University shall, over the course of three years, raise the salaries of all Professors to that minimum plus any increases recommended by the legislature and approved by the Governor. All Professors already making above \$90,000 shall, during the next three years, receive a raise of 3% plus any increases recommended by the legislature and approved by the Governor, with the exception that no Professor already making \$100,000 shall receive a raise of more than \$3,000 in addition to increases recommended by the legislature and approved by the Governor.
- 17.2.3 Tenure-track Assistant Professors shall receive a raise of 3% plus any increases recommended by the legislature and approved by the Governor over the same period.
- 17.2.4 Non-teaching unit members shall receive a raise of 5% plus any increases recommended by the legislature and approved by the Governor over the same period.
- 17.2.5 Associate Professors or Professors who leave the University before their final step raises under this contract have been reached are not owed any additional compensation beyond the contracted amounts they have received at the time of their exit.
- 17.2.6 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.
- 17.2.7 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

- 17.3.1 Faculty members who are promoted to Associate Professor or Professor after 26 August 2016 shall have their base salaries raised to the minima listed in 17.2, plus any raises recommended by the legislature and approved by the Governor. Faculty members already making salaries above the prescribed minima for their new rank shall receive a 3% increase in pay upon promotion. If the raise in pay necessary to raise a newly

promoted faculty member to the appropriate salary minima exceeds \$8,000, the University shall have two fiscal years to bring the faculty member up to that minimum.

17.3.2 On promotion, Lecturers, Librarians, Counselors, and Clinical Practitioners in Nursing shall have their base salary increased by \$5,000; the University shall have two fiscal years to increase the unit member’s salary.

17.4 Salary Adjustment for Regularizing Positions

17.4.1 Recognizing that certain faculty members have been hired under non-standard contracts preceding this Agreement, the parties agree to address each of these cases individually, to determine salary revisions and status in or out of the bargaining unit on an individual basis. These salary revisions shall be agreed to by the AAUP Executive Committee and the Board of Trustees in a binding codicil that will have the same force of this Agreement but which will not be published as a part of this Agreement due to the required privacy of individual personnel issues. All individuals affected by such a codicil will, however, be individually informed of such proposed changes prior to the ratification of this Agreement, with the AAUP to verify that all such individuals have been notified.

17.5 Overload Compensation

17.5.1.1 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 FY 2017:

Position	Overload Pay / Credit Hour	Multiplier Per Credit for Graduate Course
Professor	\$810.76	1.33
Associate Professor, Lecturer 2	\$749.98	1.33
Assistant Professor, Lecture 1	\$690.23	1.33
Department Assistant	\$568.67	

17.5.1.2 This rate shall be increased a percentage equal to the compounded across-the-board increase recommended by the legislature and approved by the Governor as per Article 17.2. Overload pay for courses during Fall and Spring semesters shall be pro-rated based on enrollment. Any course with fewer than five students shall be pro-rated on a schedule agreed upon annually by the Chapter-University Committee. If the payment for a course is pro-rated, the faculty member shall have the option of conducting the course as an independent study for the students involved. Department Chairpersons and Deans shall in all cases formulate the faculty members’ regular assigned workload prior to offering

overload courses. Once the regular workload has been assigned, only courses additionally assigned shall be subject to pro-rating.

17.6 Summer and Winterim Sessions Compensation

17.6.1.1 Faculty members who teach during the Summer and Winterim Sessions shall be compensated according to the schedule in use during FY 2016, with such adjustments made each year as approved by the Chapter-University Committee.

17.6.1.2 The rate is based on the faculty member's 9-month salary and limited based upon rank. The limits are as follows:

	Lecturer	Asst. Prof.	Assoc. Prof.	Professor
Minimum	\$1,100	\$1,200	\$1,300	\$1,400
Maximum	\$2,100	\$2,200	\$2,300	\$2,400

17.6.1.3 To calculate a faculty's base rate per credit hour, multiply their 9-month salary by 0.0278. If the base rate is below the minimum for the given rank, the minimum is used. If it is above the maximum for the given rank, use the maximum. This rate will be multiplied by the catalogue listed contact hours for classes and/or labs to calculate the salary for full undergraduate classes (12 or more students). For undergraduate classes with less than twelve (12) students, the faculty will receive 0.25 of the base rate for each student.

17.6.1.4 Graduate classes will continue to receive the 1.33 premium per credit hour and require a minimum of five (5) students. The rate for low enrollment will be 0.25 of the premium base rate for each student.

17.6.1.5 It is acknowledged that course offerings during Winterim and Summer sessions are enrollment driven, and that salaries may be pro-rated by the University for such courses not receiving a maximum enrollment of twelve (12) students. The exact schedule of pro-rating shall be determined annually by the Chapter-University Committee.

17.7 Compensation of Department Chairpersons

17.7.1.1 During the period of this Agreement, Department Chairpersons shall receive a teaching load reduction of at least six (6) hours per semester. By recommendation of the appropriate academic Dean and approval of the Provost, this teaching load may be further reduced, although all Department Chairpersons shall teach at least one 3-hour course per academic year. There shall normally be no requirement for Department Chairpersons to teach during Winterim or Summer terms and, if they do, there shall be no additional compensation.

17.8 Payment Schedule

17.8.1 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.

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

17.9 Preservation of Base Salary

17.9.1 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. In the case of administrators who have never actually served as faculty members, they shall receive the median salary of other faculty members of the same rank in their Departments (if there are at least three peers to use for this determination) or their College.

17.9.2 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.

17.10 Compensation for Unusual Services

17.10.1 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.

17.11 Additional Compensation

17.11.1 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 including, but not limited to, matching a bona fide offer from a rival institution, the University may do so. The Association will be informed of such action immediately.

17.12 Faculty Incentives for Student Success

17.12.1 The University may award bonuses to any unit member for reaching or exceeding goals in improving student success in categories including, but not limited to, student retention, graduation, internships, and job placement. The Association will be informed of such action immediately.

17.13 Excellence Award

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, and advising.

17.13.1 Excellence Award Committee

17.13.1.1 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 four 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.

17.13.2 Stipend

17.13.2.1 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.

17.14 Additional Compensation for Off-Campus Activities

17.14.1 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.

Article 18 – FRINGE BENEFITS

18.1 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, public or political service.

18.1.1 Eligibility

18.1.1.1 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 have not had a leave of absence or sabbatical within the prescribed period. Under unusual circumstances, the appropriate Vice President may waive the two-year eligibility requirement.

18.1.2 Length of Leave

18.1.2.1 A leave of absence without pay may be granted for a period of time not to exceed a 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.

18.1.3 Application and Approval

18.1.3.1 Requests for leaves of absence shall be submitted in writing to the Department Chairperson or the Appropriate Academic Director as soon as possible but at least thirty (30) 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. Any request for an extension of the leave of absence shall be handled in the same manner as the original request.

18.1.4 Failure to Return from Leave of Absence

18.1.4.1 Failure of a unit member to 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. 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 and Academic Director or 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.

18.1.5 Benefits While on Leave of Absence

18.1.5.1 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.

18.1.6 Salary After Returning from Leave of Absence

18.1.6.1 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, and/or public service, or creative work, of mutual benefit to the faculty member and the University.

18.2 Bereavement Leave

18.2.1 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.

18.3 Leave for Court-Required Services

18.3.1 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 a subpoenaed witness is expected to report for work when attendance at court is not required.

18.4 Military Leave

18.4.1 Military Service

18.4.1.1 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.

18.4.2 Annual Military Duty

18.4.2.1 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.

18.5 Annual Leave for Twelve Month Unit Members

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

Years of Employment	Accrual Rate Days Earned/Month	Leave Day Days Earned/Year
First Full Year	1.00	12
Second through Fifth Year	1.08	13
Sixth Year	1.33	16
Seventh Year	1.42	17
Eighth Year	1.50	18
Ninth Year	1.58	19
Tenth through Fifteenth Year	1.67	20
Sixteenth through Twentieth Year	1.75	21
Twenty-First and Thereafter	1.83	22

18.5.2 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.

- 18.5.3 Annual leave, when applicable, shall be scheduled by the Chairperson, 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.
- 18.5.4 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.
- 18.5.5 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.
- 18.6 Holidays
- 18.6.1 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
- 18.6.2 In celebration of the Holiday 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 Saturday or Sunday, the holiday will be celebrated on Monday, January 3 or January 2, respectively.
- 18.7 Family and Medical Leave

The Family and Medical Leave Act (FMLA) was enacted on February 5, 1993 as a means of balancing the demands of the workplace with the needs of families, and promoting the stability, integrity, and economic security of families in a manner that accommodates the legitimate interests of employers.

The Family and Medical Leave Act entitle an “eligible” employee to take up to 12 work weeks of leave during any 12-month period for certain family and medical reasons. FMLA maintains eligible employees’ pre-existing group health insurance coverage during periods of FMLA leave and restores most eligible employees to their same or an equivalent position at the conclusion of their FMLA leave. The following is a brief summary of the major provisions of the federal law and its State application, University Collective Agreements and Professional Employee Handbook.

18.7.1 Eligibility

18.7.1.1 To be eligible for FMLA leave, employees must have one year of aggregate Delaware State University service and have been paid for at least 1,250 hours during the prior 12 months.

18.7.2 Provision

18.7.2.1 Eligible employees may take up to 12 work weeks of paid or unpaid FMLA leave (continually or intermittently) during the FMLA 12-month period. The eligibility period begins on the first day of FMLA leave and runs for 365 days.

18.7.3 Reasons for Using FMLA

18.7.3.1 Leave shall be granted for any of the following reasons: to care for an employee’s child after birth, or placement for adoption or foster care; to care for an employee’s spouse, son, daughter, or parent who has a serious health condition living at home; or for a serious health condition that renders an employee unable to perform his/her job. Under certain circumstances, FMLA leave may be taken on an intermittent basis, or employees may work a part-time schedule. Such accommodations shall be made only when medically necessary or when agencies agree to a reduced leave schedule.

18.7.4 Qualifying Conditions

18.7.4.1 Specific conditions will determine what qualifies as a serious health condition. At least one of the following shall be satisfied: inpatient hospital care; absence from work or school for more than three consecutive days that involves continuing care by a health care provider; continuing treatment for a chronic serious health condition; continuing treatment for serious health condition that if not treated would result in incapacitation for more than three days; and any period of incapacitated prenatal care.

18.7.4.2 The three-day waiting period does not apply for pregnancy, chronic serious health conditions, or for multiple treatments.

- 18.7.4.3 Common maladies like colds, flu, earaches, headaches, other than migraine, etc., are not considered to be serious health conditions. Plastic surgery after injury or removal of a cancerous growth would be considered a serious health condition. Mental illness may be a serious health condition. Cosmetic surgery is not considered a serious health condition unless in-patient hospital care is required.
- 18.7.4.4 Continuing treatment means treatment two or more times, or one treatment resulting in a regimen of continuing treatments under the supervision of a health care provider, or continuing supervision but not necessarily being actively treated for a severe long-term or chronic condition.
- 18.8 Sick Leave
- 18.8.1 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.
- 18.8.2 Payroll 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 unit member will terminate. If the sick leave is expected to be of an extended duration, the unit member is expected to contact the Office of Human Resources to discuss his/her benefit options.
- 18.8.3 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.
- 18.8.4 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, with the approval of their supervisor, without the absence being charged against their accrued sick leave for that day.

- 18.8.5 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, be assigned other duties consistent with academic responsibilities and shall resume teaching at the beginning of the next semester or session. At the expense of the unit member, a medical certificate attesting to the member's ability to return to work will be required.
- 18.8.6 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.
- 18.8.7 Upon 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, pursuant to state regulations.
- 18.8.8 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.
- 18.9 Personal Leave
- 18.9.1 All unit members shall be entitled to no more than four (4) personal leave days each year. Such leave shall be with pay and may be arranged with the Department Chairperson or Academic Director and the concurrence of the appropriate Academic Dean or Administrator. Such personal leave cannot be accumulated. Unit members who are ranked faculty shall be charged leave days only on those days on which they have assigned duties.
- 18.10 Notification
- 18.10.1 As soon as decisions are made, the University shall furnish the AAUP 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 AAUP with a list of those who have been denied requests for leaves that includes a term of a semester or more.
- 18.11 Education Benefits
- 18.11.1 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. Unit members using this benefit shall be charged the usual fees that apply to the individual course, e.g. lab

fees or books. 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/Vice President 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.

18.12 Tuition Remission Program

18.12.1 The University offers a Tuition Remission Program to be used by employees for unmarried dependent children 26 years of age and younger. Eligible employees shall be granted 100% tuition remission per semester.

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

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

18.12.4 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 he/she 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 tuition Remission Program is only for undergraduate programs.
- G. Only one dependent child is eligible for the Tuition Remission Program in any semester.
- H. A dependent child is only eligible for the Tuition Remission Program for 4 years.

Article 19 – GOVERNANCE

19.1 General Principles

19.1.1 The parties agree to the following principles:

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

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

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.

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.

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 and Faculty members and other members of the bargaining unit assigned to the Department and support staff. Academic Departments shall be established by the University with the advice of the full Faculty or the Faculty Senate. The Library 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 recommendations to the Chair for transmittal to the Dean.

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 professional competence, professional recognition, professional service, civility; 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.

19.2.4 Departments shall express their recommendations by majority vote. As per Article 3.37, eligibility to vote shall be limited to ranked members of the Department who hold the rank of Lecturer or above or the equivalent (see Article 7.3).

19.2.5 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.

19.2.6 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.

19.2.7 The purpose of the Department by-laws is to outline the procedures to be followed by the Department in performing the obligations assigned to the Department under this Agreement.

19.2.8 In accordance with the provision of Article 8 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 three faculty members of which two shall be tenured faculty members. In departments with two tenured faculty members, the tenured members of the Departmental Personnel Committee may appoint non-tenured faculty members of the department to the Committee to consider appointments only. In the event that a Department has fewer than two (2) tenured faculty members, the Department Personnel Committee shall be 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 one or none tenured faculty member, the other committee member shall be ranked faculty member selected, based on length of service.
2. When there are no ranked faculty members in the department, the appropriate faculty will be selected from another department of a closely related discipline as determined by the Department.
3. The Counselors shall have a committee of their own and the Librarians shall have a committee of their own. Clinical Practitioners in Nursing shall vote as part of the department faculty on matters, including appointments and

reappointments, but do not serve on the Personnel Committee. (C.F. Articles 7.3.6.2 and 7.3.6.3).

4. Department Chairs do not serve on the personnel committees since they provide independent judgments provided for in Articles 7.4.3 and 7.4.7.
- 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 identify two departments of a closely related discipline from which to choose tenured faculty members to serve on the Departmental Personnel Committee.
 2. The Provost/Vice President 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/Vice President 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.

19.2.9 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.

19.2.10 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 by the Board upon the recommendation of the President. While serving as Department Chairperson, the faculty member shall be considered as an administrator and not as a unit member for all purposes of discipline except in cases wherein the University is pursuing suspension or discharge.

19.3.1 Procedures

19.3.1.1 Upon the opening of a chairperson's position, the Dean shall announce it to the department, and solicit recommendations from the faculty of the Department. At least

one week shall be provided for faculty to submit such recommendations. The Dean shall then submit a recommendation to the Provost, who shall review it before submitting a recommendation to the President.

19.3.2 Appointment of Acting Chairperson

19.3.2.1 In the absence of a regularly appointed Chairperson, the Dean may recommend an Acting Chairperson whose term shall not exceed one (1) year for the Provost's approval.

19.3.3 Searches for a Department Chair

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

19.3.3.2 The decision to conduct a search for a Chairperson shall be the decision of the Provost/Vice President in consultation with the appropriate Academic Dean/Director.

19.3.3.3 If a search is conducted, it shall follow the procedures established in Article 7.4.

19.3.4 Failure of Chairperson to Carry out Duties

19.3.4.1 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 upon the recommendation of the President, following consultation with the Provost/Vice President and the appropriate Academic Dean/Director.

19.4 University Governance

19.4.1 The primary responsibilities of the Board 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 or delegated by it to the President. Where the Board and the President disagree with the faculty recommendations, the reasons for the decision will be communicated to the faculty in writing.

19.5 Participation on Search Committees

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

19.6 Administrative Equivalence

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

Article 20 – PAST PRACTICE

- 20.1 The parties agree that certain existing practices and policies of the University or the AAUP 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 advisory 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, unless such practices are mandated by federal or state law.

Article 21 – LEGISLATIVE CLAUSE

- 21.1 Where a provision of this Agreement requires either state or federal 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 funds therefor, shall not become effective until the necessary legislative action is obtained.
- 21.3 If the Legislature appropriates insufficient funds to implement completely 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. Following the meetings and discussions, the Chief Financial Officer shall notify the Association in writing of the final disposition of the appropriated funds and the reasons therefor.

Article 22 – IMPLEMENTATION OF THIS AGREEMENT

22.1 Scope of Agreement

22.1.1 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 only Agreement for all members in the bargaining unit and the University.

22.2 No Strikes or Lockouts

22.2.1 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 Severability

22.3.1 The provisions of this Agreement shall be severable. 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

22.4.1 Where notice is required to be given by a date certain, it shall be effective if deposited in the regular mail and email 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.

22.5 Non-Assignment of Agreement

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

22.6 Agreement Management

22.6.1 In order to facilitate communication between the AAUP and the Administration, a Chapter-University Committee consisting of the Provost/Vice President and two members of the Administration, and the President of the AAUP and two members of the AAUP Executive Committee is established.

22.6.2 The Committee may authorize the drafting of 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.

22.7 Printing and Distribution of Agreement

22.7.1 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 23 – EFFECT, DURATION, AND RENEGOTIATION

23.1 Totality

23.1.1 This Collective Bargaining Agreement represents the complete Agreement between the parties and supersedes any and all prior Agreements, understandings, customs, and practices. This is a fully integrated agreement. 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

23.2.1 This Agreement shall be in full force and effect beginning July 1, 2016. This Agreement shall continue in force and effect until June 30, 2021. The parties agree to commence negotiations on a reopener on January 15, 2019. During this reopener, each party may designate a maximum of three (3) issues for negotiation.

23.2.2 The Parties agree to begin negotiations no later than October 15, 2020, 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

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

23.3.2 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.

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

23.3.4 If negotiations for the successor agreement are not completed by Commencement of 2021, the parties agree to meet for a maximum of seven (7) days during the summer of 2021. 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 2021.

23.4 Ratification

23.4.1 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.

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 University

Co-Chief Negotiator

Chairman of the Board of Trustees

Co-Chief Negotiator &
President of the AAUP,
DSU Chapter

Date

Date

Side Letter of Understanding
Between
Delaware State University
And
The American Association of University Professors

This letter memorializes the preliminary discussions that have taken place during contract negotiations between the parties regarding The Delaware Institute of Science and Technology (“DIST”) which is a part of Delaware State University. Both the University and the AAUP have acknowledged that at a future date (to be determined), the parties will reconvene to resume discussions as it relates to the faculty currently affiliated with and/or assigned to DIST.

For Delaware State University:

For the AAUP:

Irene Chapman-Hawkins
Vice President for Human Resources

Dr. Steven Newton
Chief Negotiator, AAUP

David Sheppard Esq.
University General Counsel

Dr. Richard Barczewski
Negotiator, AAUP

Dr. Marwan Rasamny
Negotiator, AAUP

Side Letter of Understanding
Between
Delaware State University
And
The American Association of University Professors

This side letter of understanding memorializes the discussion that took place during contract negotiations between the parties, regarding the formulation of Distant Education courses by DSU faculty. During our discussions, the AAUP indicated that during previous contract negotiations with the former administrative representatives, the University and the AAUP developed, but not adopted, a document outlining the basis for the creation, implementation, execution and ownership of Distance Education courses and content by faculty. With the recent development of an Intellectual Property policy for the University (“IP Policy”), both the University and the AAUP have agreed to reconvene to negotiate within a 30-day period after the signing of this Agreement to discuss the merging of the IP Policy with the past-practices regarding the development of Distance Education content.

For Delaware State University:

For the AAUP:

Irene Chapman-Hawkins
Vice President for Human Resources

Dr. Steven Newton
Chief Negotiator, AAUP

David Sheppard Esq.
University General Counsel

Dr. Richard Barczewski
Negotiator, AAUP

Dr. Marwan Rasamny
Negotiator, AAUP

Appendix A – Search Procedures Chart

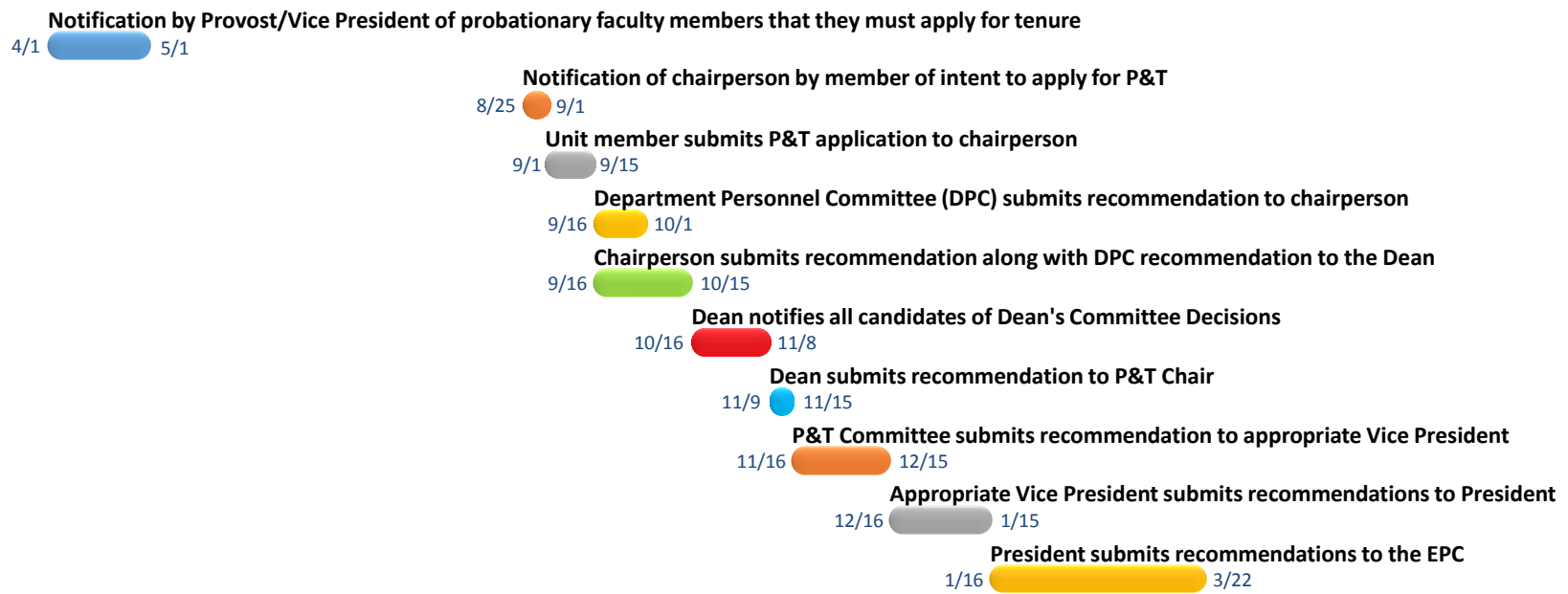
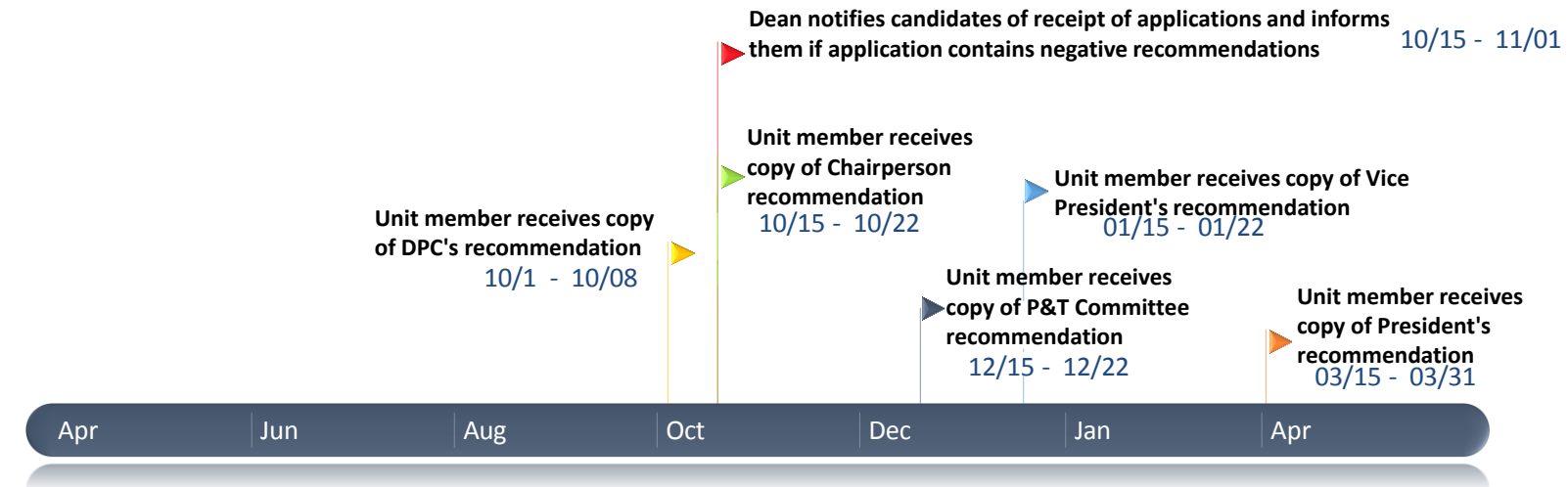
Faculty Search Chart

	Responsible Party	Action	Forward to
1	Academic Department	Reviews personnel needs / request vacancy	Academic Dean
2	Academic Dean/Director	Reviews and approves the department's request	Provost/Vice President
3	Provost/Vice President	Certifies position/authorizes search	Academic Dean/Director
4	Academic Dean/Director		Chairperson
5	Chairperson/Department Personnel Committee	Determines qualifications/forwards recommendations	Academic Dean/Director
6	Academic Dean/Director	Reviews/takes action (i.e. Personnel Requisition, personnel action form, and approval to hire)	Provost/Vice President
7	Provost/Vice President	Reviews and Approves or disapproves.	Human Resources
8	Human Resources	Posts position	Applications sent to
9	Department Personnel Committee / Chairperson	Initiate search procedures	
10	Department Personnel Committee/Chairperson/Dean/ Members of Department	Interview Candidate	
12	Department Chairperson	Recommendations in rank order	Academic Dean/Director
13	Academic Dean/Director	Reviews Department recommendation/submits own [if different from Department's, Department may request meeting with Academic Dean. If no agreement, both parties may appeal to Vice President]	Provost/Vice President
14	Provost/Vice President	Upon approval of recommendation	President
	President	Upon approval – issue contract	Candidate
	Candidate	After receipt of offer – two week to accept or reject	President

Appendix B – 7.5 Reappointment

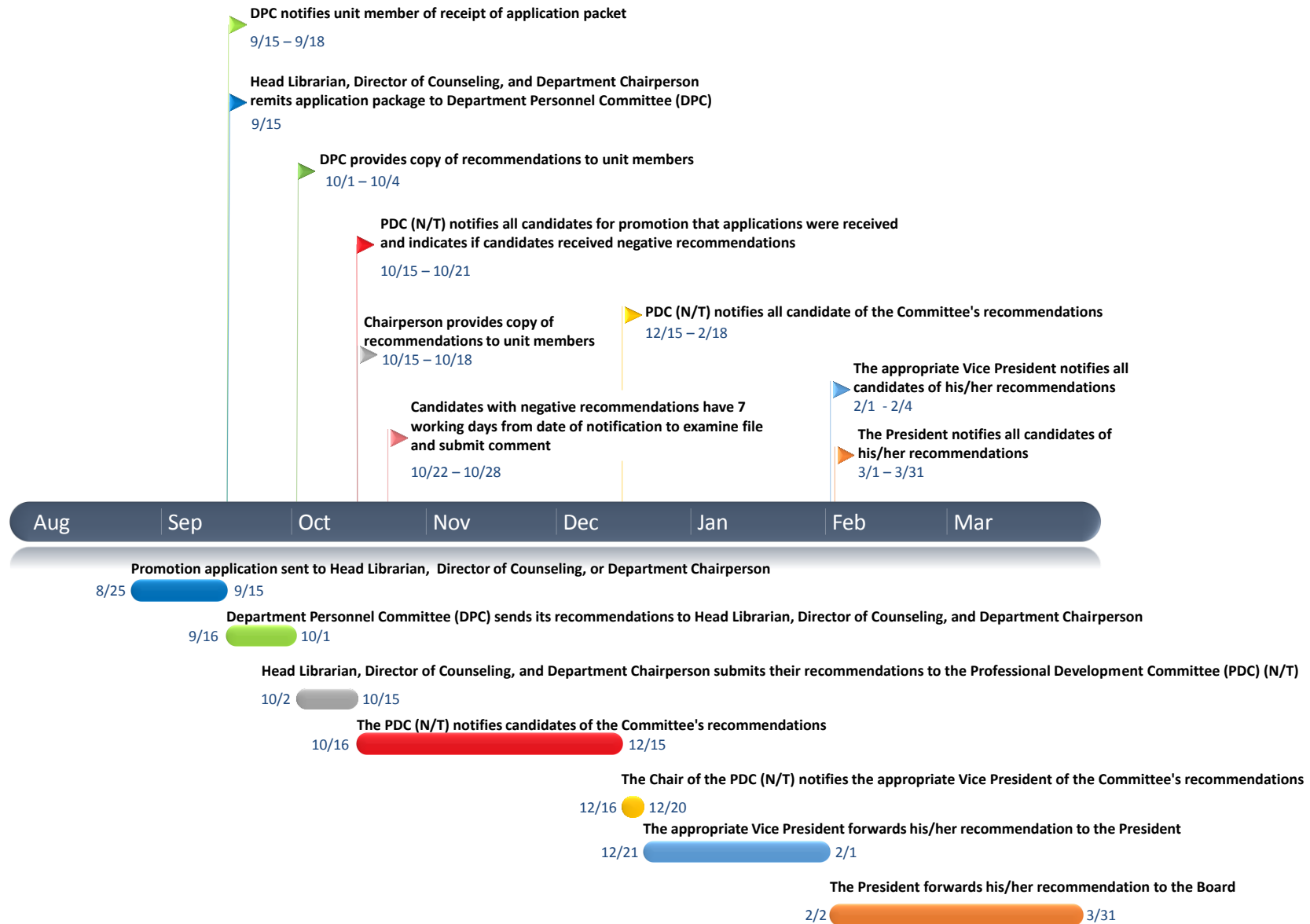
	Responsible Party	Action	Forward to
1	Department Chairperson/ Director/Head Librarian	Evaluation for reappointment	Academic Dean/ Appropriate Administrator (N/T)
2	Academic Dean/Appropriate Administrator (N/T)	Reviews and submits recommendation	Vice President
3	Vice President	Reviews and submits recommendation	President
4	President	Upon approval/recommends	Board

Appendix C – 8.10 Timeline for P&T



Appendix D – 8.20 Promotion for Librarians, Counselors, and Clinical Practitioners in Nursing

Promotions for Lecturers – please refer to Article 8.20.5.



Appendix E – 10.3 Non-reappointment

	Responsible Party	Action	Forward to
1	Department Chairperson / Director/Head Librarian	Recommends Non-reappointment	Academic Dean/Appropriate Administrator (N/T)
2	Academic Dean/Appropriate Administrator (N/T)	Meet and discuss with Parties making recommendation for non-reappointment – submit own recommendation	Provost/Vice President
3	Provost/Vice President	Reviews recommendation/submits own [if Provost/Vice President disagrees with recommendation – discuss with Party making recommendation]	President
4	Unit Member	<ol style="list-style-type: none"> 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 	Provost/Vice President or President
5	Provost/Vice President	If recommendation is approved by all parties – invite Unit Member to meet	Unit Member
6	Provost/Vice President Notification of Non- Reappointment	<p>Send written notice of non-reappointment by:</p> <ol style="list-style-type: none"> 3. First Year – 30 days before end of contract 4. Second, third, or fourth year – 120 days before end of contract. 5. Unit Members on external funding may be terminated on the expiration of the external contract 	Unit Member

Appendix F – Pre-Employment Document Checklist

Candidate's Name:		
Position Being Processed:		
Department where Vacancy Exists:		
No start dates will be given until all forms are completed unless authorized by the Senior Associate Vice President for Human Resources		
Completed Human Resources Documents/Supportive Data	Recd √ Box	Date
"Approval to Hire" memo/President Letter		
Adjunct Appointment Letter (date returned to HR with signature)		
Benefit Documents <input type="checkbox"/> Enrollment Form <input type="checkbox"/> Actuarial <input type="checkbox"/> Life Insurance		
Conditional Offer Letter		
Confidentiality Statement		
**Conflict of Interest Policy Statement		
Conviction Document		
Criminal Background Clearance Received		
Current Driver's License		
Disclosure Form (Criminal Background)		
Drug Free Workplace Certification		
Emergency Contact Form		
Employee Profile Sheet		
Employee Verification Forms (3)		
Employment Application		
I-9 Immigration Form		
*Job Description and Acknowledgment		
National Student Clearinghouse Form		
Official Transcript		
PHRST Payroll Request Form and Voided Personal Check		
Resume		
Social Security Card (2 photocopies)		
U.S. Birth Certificate/Resident Alien Registration Card (photocopy)		
Valid H-1B Visa Document		
W-4 Form		

**Must receive job description from Department prior to beginning pre-employment process.*

Human Resource Staff completing process (Sign and date) _____

Reviewed and Authorized
Authorized Human Resources Official _____

Appendix G Salary Deduction Authorization

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