

PERSONNEL POLICY MANUAL



Table Of Contents

Preface	3
THE COLLEGE MISSION	3
MISSION GOALS	3
THE PERSONNEL POLICY MANUAL	3
GENERAL DISCLAIMER	4
Policies Relating to Nondiscrimination, Affirmative Action and the Workplace	4
1.00 STATEMENT OF NONDISCRIMINATION POLICY	4
1.01 STATEMENT OF AFFIRMATIVE ACTION POLICY	4
1.02 POLICY ON SEXUAL MISCONDUCT	5
1.03 POLICY OF NONDISCRIMINATION WITH RESPECT TO RELIGION	8
1.04 PROCEDURE FOR THE RESOLUTION OF EQUAL EMPLOYMENT OPPORTUNITY COMPLAINTS	9
1.05 DRUG-FREE SCHOOLS AND WORKPLACE POLICY	9
1.06 DRUG AND ALCOHOL TESTING POLICY	13
1.07 TOBACCO-FREE POLICY	14
1.08 POLICY REGARDING COMMUNICABLE DISEASES	14
1.09 POLICY OF NONDISCRIMINATION WITH RESPECT TO DISABILITY	14
1.10 STATEMENT OF CULTURAL DIVERSITY POLICY	14
1.11 CONSENSUAL RELATIONSHIPS POLICY	15
1.12 ACCEPTABLE USE OF ELECTRONIC NETWORKS POLICY	16
1.13 VIOLENCE-FREE COLLEGE POLICY	19
1.14 POLICY PROHIBITING DEADLY WEAPONS AND DANGEROUS INSTRUMENTS OR DEVICES	21
1.15 CLERY ACT YOUR RIGHT TO KNOW CAMPUS CRIME STATISTICS	23
1.16 FLEXIBLE WORK ARRANGEMENTS	23
Categories and Definitions	24
2.01 EMPLOYEE	24
2.02 REGULAR EMPLOYEE	24
2.03 TEMPORARY EMPLOYEE	25
Employment Procedures and Terms of Employment	25
3.01 POSITIONS IN SALARY PLANS A AND B	25
3.02 POSITIONS IN SALARY PLAN D (ADMINISTRATIVE SALARY PLAN)	26
3.03 DURATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT	27
3.04 POSITIONS REQUIRING SECURITY CLEARANCE	27
3.05 PRE-EMPLOYMENT SCREENING FOR SUBSTANCE ABUSE	27
3.06 PROBATIONARY PERIOD	28
3.07 Reorganization of College Operations or Academic Programs	28
3.08 OTHER TERMS AND CONDITIONS FOR VICE PRESIDENTS	28
3.09 PRESIDENT EMERITUS	28
Promotion and Transfer Policy	29
4.01 PROMOTION POLICY	29
4.02 TRANSFER OF FULL-TIME EMPLOYEES	29
Personnel Records	30
Working Hours	31
6.01 REGULAR HOURS	31
6.02 OVERTIME	31
6.03 HOLIDAYS	33
6.04 SEVERE WEATHER AND EMERGENCY CONDITIONS	34
6.05 DUAL EMPLOYMENT OF ELECTED OR PAID APPOINTED OFFICIALS	35
Leaves of Absence	36
7.01 ANNUAL LEAVE *	36
7.02 (a) SICK LEAVE *	37
7.02 (b) CATASTROPHIC LEAVE	38
7.03 PREGNANCY, CHILDBIRTH and ADOPTION LEAVE	38
7.04 FAMILY ILLNESS	39
7.05 DEATH IN FAMILY	39
7.06 MILITARY LEAVE	40
7.07 JURY DUTY AND APPEARANCE AS WITNESS	41
7.08 FAMILY AND MEDICAL LEAVE ACT	41

7.09 PROFESSIONAL AND PUBLIC SERVICE LEAVES OF ABSENCE	44
7.10 LONG-TERM PROFESSIONAL LEAVES WITH SALARY	44
7.11 SHORT-TERM PROFESSIONAL LEAVES WITH SALARY	46
7.12 EXTENDED LEAVES OF ABSENCE WITHOUT SALARY	47
7.13 (a) RETURN TO WORK UPON TERMINATION OF LEAVE	48
7.13 (b) UNAUTHORIZED ABSENCES	49
7.14 STAFF DEVELOPMENT ACTIVITIES WHILE ON FULL-TIME EMPLOYMENT	49
7.15 OTHER LEAVES WITH PAY	51
Salary Plans and Terminal Pay	51
8.01 SALARY PLANS	51
8.02 TERMINAL PAY	51
Insurance and Other Benefits	52
9.01 HOSPITAL-SURGICAL-MEDICAL INSURANCE	52
9.02 BLOOD BANK OF DELAWARE	53
9.03 STATE OF DELAWARE GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN	53
9.04 STATE OF DELAWARE DEPENDENT LIFE INSURANCE PLAN	53
9.05 STATE DENTAL PLAN	53
9.06 FLEXIBLE BENEFITS PLAN	54
9.07 DISABILITY INSURANCE PLAN	54
9.08 WORKERS' COMPENSATION INSURANCE	55
9.09 STATE EMPLOYEES	55
9.10 TUITION-FREE DELAWARE TECH COURSES OFFERED RETIREES AND THEIR DEPENDENTS, AND DEPENDENTS OF EMPLOYEES AND DECEASED EMPLOYEES	55
9.11 CONFLICTS	56
9.12 SOCIAL SECURITY	56
9.13 UNEMPLOYMENT COMPENSATION	56
9.14 FLEXIBLE SPENDING ACCOUNT	57
9.15 WELLNESS CENTERS	57
9.16 CHILD DEVELOPMENT CENTERS	57
9.17 BOOKSTORE DISCOUNT	57
9.18 EXCELLENCE IN SERVICE AWARDS	58
9.19 EXCELLENCE IN TEACHING AWARDS	58
9.20 EXCELLENCE IN STUDENT SUCCESS AWARDS	58
9.21 WELLNESS DOLLARS	59
9.22 EXTENDED CARE FOR YOUTH CAMPS	59
Savings Programs	59
Employees' Responsibilities	60
11.01 ACADEMIC FREEDOM	60
11.02 FACULTY RESEARCH	60
11.03 ACADEMIC ADVISEMENT	61
11.04 COLLEGE COPYRIGHT POLICY	61
11.05 CHAPERONING	61
11.06 FORMAL EXERCISES	61
11.07 GRATUITIES	61
11.08 NEPOTISM	61
11.09 SAFETY PROGRAM	62
11.10 TRAVEL AND EXPENSES	63
11.11 OUTSIDE EMPLOYMENT	63
11.12 EVALUATIONS	63
11.13 ELECTRONIC COMMUNICATION DEVICE USE POLICY	64
Conduct and Corrective or Disciplinary Action Policy	64
12.01 CONDUCT AND CORRECTIVE OR DISCIPLINARY ACTIONS	64
12.02 PRE-TERMINATION OF EMPLOYMENT PROCEDURES	65
Grievances and Discrimination Complaint Procedures	66
13.01 RESOLUTION OF GRIEVANCES	66
13.02 GRIEVANCE PROCEDURE	66
13.03 OUTLINE OF PROCEDURE FOR RESOLUTION OF GRIEVANCES	69
13.04 PROCEDURE FOR THE RESOLUTION OF DISCRIMINATION AND SEXUAL MISCONDUCT COMPLAINTS	70

Preface

THE COLLEGE MISSION

Delaware Technical Community College - Students are at the Center of Everything We Do. We empower students to change their lives through comprehensive educational opportunities and supportive services. As the state's only community college, we provide quality education that is accessible, relevant, and responsive to labor market and community needs while contributing to Delaware's economic vitality. We value all individuals and provide an inclusive environment that fosters equity and student success.

Effective July 1, 2019

MISSION GOALS

1. Comprehensive educational offerings will prepare students for transition to employment and/or transfer opportunities.
2. Programs, activities, and services will cultivate student learning and success.
3. Personal enrichment offerings will enhance and support our community.
4. An inclusive environment will promote equity and respect for diversity.
5. Public and private resources and partnerships will be expanded and utilized to support student success.

Effective July 1, 2019

The College is firmly committed to a policy of providing educational programs of the highest quality. The maintenance of that standard requires the fulfillment of various responsibilities by the Board of Trustees and all employees. The Board must work on a continuing basis to maintain a well-qualified and productive staff, equipped with adequate facilities and resources, and provided with proper working conditions, compensation, and benefits. Employees, in turn, have an obligation for the maintenance of quality and productivity in their efforts, to conduct themselves in a professional manner, to work toward the attainment of the College's goals, to follow the regulations, policies, and procedures of the College, and in general, to work together and with the Board to serve the interests of students.

THE PERSONNEL POLICY MANUAL

The purposes of this manual are to acquaint full-time employees with various policies and regulations concerning their duties, responsibilities, and privileges; to outline the many benefits employees of the College accrue; and to foster good working relationships and orderly administration.

Obviously, all contingencies that might arise cannot be anticipated. Information about matters not covered herein may be obtained directly from appropriate College officials.

To ensure that policies, procedures, and benefits are kept current and to promote the purposes and philosophy of the College, this manual will be reviewed annually by the Human Resources and Legal Affairs Department in the Office of the President, and the President shall have the authority to approve changes of a non-substantive nature or to incorporate revisions required by State or federal law and regulations. Between reviews, employees will be informed of any changes in the content(s) of this manual mandated by the Board of Trustees, and by changes in State and federal law and regulations. Furthermore, it is the policy of the Board of Trustees to encourage ongoing input from the employees of

the College.

GENERAL DISCLAIMER

The contents of this manual are presented as a matter of information only in order that you may acquaint yourself with the College's policies and regulations. While the College believes wholeheartedly in the plans, policies, and procedures described herein, they are not terms or conditions of employment. The College reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time, with or without prior notice, because of funding limitations, changing legal requirements, and other conditions or reasons. The language used in this manual is not intended to create, nor is it to be construed to constitute, a contract between the College and any one or all of its employees. The Human Resources Office at your campus may be contacted to discuss any questions that you may have regarding this manual. To the extent that any part of this manual conflicts with State or federal law, State or federal law shall govern.

Policies Relating to Nondiscrimination, Affirmative Action and the Workplace

1.00 STATEMENT OF NONDISCRIMINATION POLICY

It is the policy of the College that no person shall, on the basis of race, color, creed, religion, sex, family or marital status, pregnancy, national origin, age, disability, sexual orientation or genetic information be subjected to any discrimination prohibited by the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act, as amended; Americans with Disabilities Act, as amended; Section 504 of the Rehabilitation Act of 1973; Title IX of the Educational Amendments of 1972; the Genetic Information Nondiscrimination Act of 2008; Delaware's anti-discrimination law and other applicable laws, regulations and Executive Orders.

All persons associated with the college are subject to this policy while on property owned or controlled by the college or while acting in an official capacity, including faculty, staff, officers, trustees, volunteers, contractors and vendors. In addition, this policy applies to conduct that occurs off college property or is otherwise unrelated to the person's association with the college if:

1. The conduct was in connection with a college or college-recognized program, activity or event;
2. The conduct is alleged to have created a hostile environment for a member of the college community;
3. The conduct disrupts the normal operations and processes of the college and is offensive to the college's mission;
4. The continued presence of the individual accused of violating this policy poses a moderate or higher threat to any member of the college community; or
5. The nature of the alleged conduct adversely affects the reputation, mission, image or public perception of the college.

This policy applies to recruitment, employment and subsequent placement, training, promotion, compensation, continuation, probation, discharge and other terms and conditions of employment over which the College has jurisdiction as well as to all educational programs and activities. The College has designated a Civil Rights Coordinator, who serves as the College's Title IX Coordinator and the College's ADA/Section 504 Coordinator, to carry out its commitment to equal opportunity and nondiscrimination. Inquiries or complaints by students or employees regarding the College's nondiscrimination policies may be addressed to: Janis C. Beach, Civil Rights & Title IX Coordinator, Office of the President, 100 Campus Drive, Dover, DE 19904, (302) 857-1903, civilrights@dtcc.edu

(Revised Board of Trustees 6/18/2018)

1.01 STATEMENT OF AFFIRMATIVE ACTION POLICY

The College will further equal employment opportunities for members of minority groups and for females through implementation of the Affirmative Action Policy. Under this policy, the College actively seeks qualified minority and female applicants for open positions in order to attain its goal of fair representation of minorities and females in all branches and divisions and in all job classifications.

(Revised Board of Trustees, 6/7/11)

1.02 POLICY ON SEXUAL MISCONDUCT

The College is committed to maintaining and strengthening a learning environment founded on civility and respect, and to providing programs, activities and an educational environment free from all forms of violence. Any act of sexual misconduct is also a form of sex discrimination prohibited by Title IX. The College has a zero tolerance policy for violence and discrimination and is committed to eliminating all forms of sexual misconduct and discrimination from its campuses. Therefore, it is the policy of the College that students and employees of the College are prohibited from committing any and all acts of sexual misconduct.

The College is also committed to fostering a community that promotes prompt reporting of any allegations of sexual misconduct and the timely investigation and fair resolution of any report of sexual misconduct. A respondent is presumed innocent until misconduct has been established by a preponderance of the evidence. Supportive measures are immediately available to both the complainant and respondent, as well as any individual involved in a complaint of sexual misconduct, which may include, but are not limited to, referrals for counseling, course-related adjustments, modifications of work or class schedules, campus escort services, increased security and monitoring of certain areas of campus and mutual restrictions to contact between the parties.

In accordance with its procedures under Section 13.04, the College encourages anyone who has been the victim of sexual misconduct to file a formal complaint. The College will respect the right to privacy and confidentiality of both parties to the extent permitted under the law, and will balance those rights against disclosure necessary to protect the safety and welfare of the College community.

Any person who violates this Policy will be subject to disciplinary action including, but not limited to, dismissal from the College or termination from employment as set forth in Section 13.04.

Reporting Acts of Sexual Misconduct

The College encourages any person who believes that he or she has been a victim of sexual misconduct to report the alleged misconduct to the Title IX Coordinator or an employee who has been designated a "Responsible Employee."

Duties of a Responsible Employee

All College employees are Responsible Employees under this policy and have a duty to report accusations of sexual harassment or other misconduct of which the employee is aware to the Title IX Coordinator. Accusations of sexual misconduct can be made verbally or in writing to the Responsible Employee and may come from either the victim, a third party or the accused.

In addition, the Responsible Employee shall also:

1. Advise the reporting person of his or her obligation to report the allegations of sexual misconduct to the Title IX Coordinator. The employee must also advise the complainant that, depending on the nature and seriousness of the allegations, the College reserves the right to notify law enforcement authorities of the alleged misconduct.

2. Advise the reporting person that Delaware Tech will respect the privacy of the reporting person or victim and will maintain confidentiality on behalf of the reporting person or victim to the extent permitted by law and College policy.
3. Advise the victim that they may contact law enforcement or Delaware Tech Public Safety and that the employee will contact law enforcement or Delaware Tech Public Safety on the victim's behalf if requested.
4. Notify law enforcement or Public Safety within 24 hours after the victim requests such notification.
5. Advise the victim that he or she is entitled to certain rights in criminal proceedings and direct him or her to: [The Victim's Bill of Rights](#), Chapter 94, Title 11 of the Delaware Code.
6. Provide information to the victim regarding confidential medical, counseling, and advocacy services, or direct him or her to College [Reporting and Preventing Sexual Misconduct](#) webpage.
7. Contact the Child Abuse and Neglect Report Line for the Department of Services for Children, Youth and Their Families if the victim is a minor at the time of the report.

Responsibilities of a Campus Security Authority

A "Campus Security Authority" is a Responsible Employee who is also a campus administrator, a member of the College's Public Safety Department, a dean of student affairs (including professional staff), a dean of instruction (including professional staff), a director of human resources (including professional staff), an athletic director or coach, a faculty advisor to a student group, a disabilities support counselors, a members of a campus CARE Threat Assessment Team, a community resource contact, and the Title IX Coordinator.

When a report of sexual misconduct is received by an employee who is also a Campus Security Authority, the Campus Security Authority shall notify the Public Safety Department in addition to providing the notifications required of a Responsible Employee set forth above. If the reporting person requests that the misconduct not be reported to Public Safety, the employee shall advise the reporting person that the employee must report the allegations of sexual misconduct, but will report only non-identifying information regarding the person making the report.

Sexual Misconduct Defined

Sexual misconduct is comprised of sexual assault, dating violence, domestic violence, sexual harassment, stalking and hate crimes, which are defined in Section 13.04.

Other Definitions

Other definitions relating to this Policy are contained in Section 13.04.

Confidentiality

Information disclosed in any complaint and/or obtained in connection with a subsequent investigation will be kept confidential to the maximum extent allowable by federal and state law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"). The use of these procedures does not preclude a complainant from seeking recourse through the appropriate state or federal criminal law enforcement agencies at any time. College personnel will assist the Complainant in notifying these authorities if the Complainant requests such assistance.

Requests not to Investigate or Refusal to Prosecute

A victim always has the option to forgo criminal prosecution of the accused after an act of sexual misconduct is reported. A victim may also request that the College not investigate the allegations reported, may refuse to file a complaint, and/or refuse to cooperate in the investigation and/or resolution of allegations. However, the College is committed to balancing the rights of the victim and providing a reasonably safe and non-discriminatory environment for its students and employees. Therefore, the College cannot guarantee that it will not conduct an investigation or pursue resolution of the alleged sexual misconduct under Title IX or under different processes available within the College.

The College has the discretion to proceed with an investigation and disciplinary action outside of Title IX even if the victim does not want to move forward with a formal complaint to the Title IX Coordinator. The

College will evaluate such reports in the context of its commitment to providing a reasonably safe and non-discriminatory environment

Retaliation

No individual shall be subject to retaliation at any time for making a claim of sexual misconduct or for participating in the procedures for the resolution of sexual complaints. It is a violation of College policy for any member of the College community to retaliate against any individual, including the complainant and respondent, who participates in the investigation or proceedings. Anyone who believes that he/she has been subject to retaliation arising from sexual misconduct complaints is encouraged to report such behavior to College officials. Students or employees who have engaged in retaliatory conduct shall be subject to the College's disciplinary process and to disciplinary action up to and including dismissal or termination from the College.

Supportive Measures

Upon receipt of a report of sexual harassment, the Title IX Coordinator shall promptly contact the complainant and respondent to request if either party is in need of supportive measures. Such measures may include, but are not limited to, referrals for counseling, course-related adjustments, modifications of work or class schedules, campus escort services, increased security and monitoring of certain areas of the campus and mutual restrictions of contact between the parties. If, at any point during the complaint, investigative, or disciplinary process, the Coordinator deems it necessary for the protection of any member of the College community, the Coordinator may institute such measures on behalf of the complainant, the respondent, or any witness involved in the complaint. The occurrence or non-occurrence of any supportive measure is neither an indicia of guilt nor innocence under these procedures and no punitive measures may be instituted against a complainant or respondent pending the final resolution of the report.

Orders of Protection by a Court

Complainants and respondents are required to provide any order of protection, no contact order, restraining order or other similar orders that may be in place at the time an accusation of sexual misconduct, or any such order that may subsequently be entered prior to the final disposition of a complaint of sexual misconduct, to the Coordinator at the time a report is made or as soon as reasonably practical afterward. Additional supportive measures may be instituted by the Coordinator based on the terms of the order of protection, no contact order, restraining order or other similar orders.

Receipt of a Report of Sexual Misconduct

Procedures for resolving reports of sexual misconduct are contained in Section 13.04 of the Personnel Policy Manual.

Rights of the Parties

The complainant and respondent shall have the same opportunity to provide evidence and witness testimony to the investigator, to be heard, and to have an advisor present at the hearing. Each party shall be simultaneously provided with any notices, decisions or other documents related to the investigation or resolution of a formal complaint of sexual harassment.

- A. All College personnel will treat the parties with respect.
- B. The parties are entitled to privacy during every aspect of the reporting process and any ensuing investigation to the extent permitted by law.
- C. All information obtained will remain confidential to the extent permitted by law.
- D. Both parties have the right to receive medical treatment and counseling services. The College will provide the parties with information of appropriate medical and counseling services available through community-based counseling services.

Role of the Title IX Coordinator

The College's Title IX Coordinator is responsible for overseeing the resolution of all sexual harassment and discrimination reports made to the College and for implementation of the College's sexual misconduct and

anti-discrimination policies.

Role of the Investigator

If a formal complaint of sexual misconduct has been filed, the Title IX Coordinator shall assign the investigation of the complaint to an investigator. The role of the investigator is to gather information from the complainant, the respondent and witnesses, as well as other evidence relevant to determining whether, by a preponderance of the evidence, such testimony and evidence either supports or does not support the allegations contained in the complaint.

Role of the Advisor

The complainant and the respondent shall have the right to be accompanied by an advisor, including an attorney of his or her own choosing, to any hearing or mediation related to the complaint for which the complainant and respondent are required to attend. Only the advisor may conduct direct and cross examination of both parties, their respective witnesses and the investigator. If a party does not have an advisor to assist him or her at the hearing, the College will provide an advisor to the party free of charge for purposes of conducting direct and cross examination of the parties and their witnesses, and otherwise providing assistance to the party at a hearing or mediation. In no event may an advisor be used for the purpose of intimidating or attempting to intimidate or harass the other party.

Bystander Intervention

Bystander intervention occurs when an individual assumes the responsibility, by exercising safe and positive options, to prevent or interrupt acts of sexual misconduct or the potential for such acts. The College is committed to eliminating sexual misconduct within the College community and believes that actively intervening to prevent or interrupt acts of sexual misconduct or any other act of violence in a safe and positive manner so as not to endanger oneself or others is a way of eliminating such misconduct.

An individual can stop or interrupt such acts by:

- A. Verbally intervening and attempting to de-escalate the situation or instructing the participants to separate;
- B. Indirectly intervening by alerting the parties' friends, other bystanders, a college official, campus public safety, or local law enforcement;
- C. Distracting the attention of one party away from the other party.
- D. Remember:
 - 1. Do NOT use violence
 - 2. Do NOT be antagonistic
 - 3. Be honest and direct whenever possible
 - 4. Stay calm and positive
 - 5. Recruit assistance to keep yourself and others safe
 - 6. Contact public safety or local law enforcement if the situation escalates.

In the event an employee witnesses a person committing an act or acts of sexual misconduct, he or she should:

- A. Contact 911;
- B. Contact the campus Public Safety Department;
- C. Use an emergency phone located on campus and in the parking lots if within proximity;
- D. Contact the Title IX Coordinator; and/or
- E. Complete the Incident/Behavior Report form located on the Public Safety web page.

(Revised, 4/12/16; 4/11/17; 8/13/20)

1.03 POLICY OF NONDISCRIMINATION WITH RESPECT TO RELIGION

The College will make reasonable accommodations for employees whose religion may include observances, practices and beliefs, such as Sabbath observance, which may conflict with the College's schedules, programs, and terms and conditions of employment, where such accommodations can be made without undue hardship on the conduct of the functions of the College.

The College may require that any employee whose religion includes observances, practices, and beliefs, such as Sabbath observance, will provide the College with advance notice, in writing, of his/her intent to keep such observance during a specific calendar period.

1.04 PROCEDURE FOR THE RESOLUTION OF EQUAL EMPLOYMENT OPPORTUNITY COMPLAINTS

A procedure for the resolution of equal employment opportunity complaints is included in this manual in Section XIII, 13.04. Employees are encouraged to consult with the College's Civil Rights Coordinator concerning any questions relating to equal employment opportunity.
(Revised Board of Trustees, 6/7/11)

1.05 DRUG-FREE SCHOOLS AND WORKPLACE POLICY

Delaware Technical Community College believes that illegal drugs and abuse of alcohol have no place in the College environment. Congress passed the Drug-Free Workplace Act of 1988, requiring the certification of federal grantees of a drug-free workplace; and the Drug-Free Schools and Communities Act Amendments of 1989, mandating the certification of adoption and implementation of programs to prevent unlawful possession, use or distribution of illicit drugs and alcohol by students and employees. The College supports these Acts.

For these reasons, the College has adopted the following regulations:

(a) The unauthorized and/or unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol is strictly prohibited in all facilities of the College, in all places where its employees/students work/attend, including all State-owned vehicles, and as any part of the College's activities. A controlled substance is one which appears in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812). As a condition of employment/enrollment, all employees/students shall abide by this prohibition and notify the College of any criminal drug or alcohol statute conviction for a violation of this Policy as provided by paragraph (b) below. Violation of such prohibition shall result in action against the employee/student, as set out in section (g) below, which shall include action up to and including termination/expulsion, and/or satisfactory participation in an approved drug or alcohol abuse assistance or rehabilitation program. Participation in such a program shall not be paid for by the College, but may be covered by a(n) employee's/student's health insurance policy. [Appendix A](#) contains a description of Federal trafficking (distribution) penalties for substances covered by the Controlled Substances Act. [Appendix B](#) contains examples of State penalties for the unlawful use, possession, or distribution of drugs or alcohol.

All violations of this Policy shall be reported to the College President, or his/her designee, who shall report the violation to the appropriate law enforcement authority. Action shall be taken in all cases of a chargeable offense under the provisions of the applicable State law or comparable Federal law; however, a conviction of the charged offense shall not be necessary to take action against the employee/student for a violation of this Policy. The employee/student against whom such an action is taken shall be entitled to due process through the rules and regulations of Delaware Technical Community College.

(b) All employees/students shall notify the College President in writing of any criminal drug or alcohol statute conviction for a violation occurring in any facility or on the property of the College, or at any College activity, no later than five days after such conviction. Failure of the employee/student to make

such a notification shall lead to termination/expulsion from the College. Within ten days of receiving notice of any employee convicted as described above, the College shall notify the federal agencies providing grants to and through the College in accordance with the Drug-Free Workplace Act of 1988.

(c) Within thirty days of receiving notice of any employee/student convicted as described in section (b), the College will:

1. Take appropriate action against such a(n) employee/student, up to and including termination/expulsion; or
2. Request such employee/student to participate satisfactorily in a drug or alcohol abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency.

Such action may be taken by the College prior to conviction.

(d) The College shall give each employee/student a copy of the statement set out in the sections (a), (b) and (c) above, and post it prominently throughout the College. To meet requirements of the Drug-Free Workplace Act of 1988, each employee shall sign a copy of the statement; said copy shall be placed in the employee's payroll file in the Office of the President.

(e) Each campus of the College will develop and implement a program to inform employees/students of:

1. The dangers of drug abuse or alcohol consumption;
2. The College's policy of maintaining a drug- and alcohol-free environment;
3. Any available drug or alcohol abuse counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees/students for drug or alcohol violations occurring in any facility or on the property of the College, or at any College activity.

(f) The College shall make a good faith effort to continue to maintain a drug- and alcohol-free environment through the implementation of this Policy, and ensuring that all new employees/students are informed of the Policy through the measures set out in sections (d) and (e).

(g) Delaware Technical Community College employees/students who violate this Policy shall be subject, at a minimum, to the following penalties:

Violation	Minimum Penalties
1. Unlawful possession, use or consumption of a controlled substance or a counterfeit controlled substance, in an amount that is typical of immediate personal use.	Employee: Three days suspension without pay and/or participation in drug abuse program. Student: Three days suspension from classes and/or rehabilitative referral to a drug abuse program
2. Unlawful possession or use of a hypodermic syringe or of drug paraphernalia.	Employee: Three days suspension without pay and/or participation in drug abuse program. Student: Three days suspension from classes and/or rehabilitative referral to a drug abuse

program

3. Second offense of violation 1 or 2 above.

Employee: One month suspension without pay and mandatory participation in drug abuse program.
Student: One month suspension from classes and mandatory participation in drug abuse program.

4. Third offense of violations 1 and/or 2.

Employee: Termination.
Student: Expulsion

5. Unlawful possession of a controlled substance or a counterfeit controlled substance, in an amount which is beyond that typical for immediate personal use.

Employee: One month suspension without pay and mandatory participation in drug abuse program.
Student: One month suspension from classes and mandatory participation in drug abuse program.

6. Unlawful delivery or distribution of a hypodermic syringe.

Employee: One month suspension without pay and mandatory participation in drug abuse program.
Student: One month suspension from classes and mandatory participation in drug abuse program.

7. Unlawful delivery, distribution, or manufacture of drug paraphernalia.

Employee: One month suspension without pay and mandatory participation to drug abuse program.
Student: One month suspension from classes and mandatory participation in drug abuse program.

8. Unlawful delivery or distribution of a controlled substance, of a counterfeit controlled substance or of a noncontrolled substance under the representation that the substance is a narcotic or non-narcotic controlled substance in an amount that is typical for immediate personal use.

Employee: One month suspension without pay and mandatory participation in drug abuse program.
Student: One month suspension from classes and mandatory participation in drug abuse program.

9. Unlawful delivery or distribution of a controlled substance, of a counterfeit controlled substance or of a noncontrolled substance under the representation that the substance is a narcotic or nonnarcotic controlled substance in an amount which is beyond that which is typical for immediate personal use.

Employee: Three month suspension without pay and mandatory participation in drug abuse program.
Student: Three month suspension from classes and mandatory participation in drug abuse program.

- | | |
|--|---|
| 10. Second offense of violations 5 through 9. | Employee: Termination.
Student: Expulsion. |
| 11. Unlawful delivery or distribution to a minor of a hypodermic syringe, of drug paraphernalia, or of any amount of a controlled substance, a counterfeit controlled substance, or a noncontrolled substance under the representation that the substance is a narcotic or nonnarcotic controlled substance. | Employee: Termination
Student: Expulsion |
| 12. Aggravated Possession or Trafficking as defined under state or federal law. | Employee: Termination
Student: Expulsion |
| 13. Failure to report conviction pursuant to section (b) of this Policy. | Employee: Termination
Student: Expulsion |
| 14. Intoxication from use of alcohol. | Employee: Up to five days suspension without pay and/or participation in alcohol self-help program. Subsequent violations may result in termination.
Student: Up to five days suspension from classes and/or rehabilitative referral. Subsequent violations may result in expulsion. |
| 15. Unauthorized and/or unlawful possession or use of intoxicating beverages. | Employee: Up to five days suspension without pay and/or participation in alcohol self-help program. Subsequent violations may result in termination.
Student: Up to five days suspension from classes and/or rehabilitative referral. Subsequent violations may result in expulsion. |
| 16. Unauthorized and/or unlawful sale or other transfer of intoxicating beverages. | Employee: Up to five days suspension without pay and/or participation in alcohol self-help program. Subsequent violations may result in termination.
Student: Up to five days suspension from classes and/or rehabilitative referral. Subsequent violations may result in expulsion. |

(h) A description of the health risks associated with the use of illicit drugs is outlined in [Appendix C](#). A description of the health risks associated with the abuse of alcohol is as follows:

Alcohol consumption causes a number of marked changes in behavior. Even low doses significantly impair the judgment and coordination required to drive a car safely, increasing the likelihood that the driver will be involved in an accident. Low to moderate doses of alcohol also increase the incidence of a variety of aggressive acts, including spouse and child abuse. Moderate to high doses of alcohol cause marked

impairments in higher mental functions, severely altering a person's ability to learn and remember information. Very high doses cause respiratory depression and death. If combined with other depressants of the central nervous system, much lower doses of alcohol will produce the effects just described.

Repeated use of alcohol can lead to dependence. Sudden cessation of alcohol intake is likely to produce withdrawal symptoms, including severe anxiety, tremors, hallucinations, and convulsions. Alcohol withdrawal can be life threatening. Long-term consumption of large quantities of alcohol, particularly when combined with poor nutrition, can also lead to permanent damage to vital organs such as the brain and the liver.

Mothers who drink alcohol during pregnancy may give birth to infants with fetal alcohol syndrome. These infants have irreversible physical and mental abnormalities. In addition, research indicates that children of alcoholic parents are at greater risk than other youngsters of becoming alcoholics.

(i) Employees and students are encouraged to review [Appendix D](#) for a listing of providers offering drug or alcohol counseling, treatment, or rehabilitation services. In addition, employees enrolled with the State of Delaware's health care provider are eligible to receive drug or alcohol treatment services through the Employee Assistance Program. Employees may contact the Human Resources Division within the Office of the President for more information regarding the Employee Assistance Program.

- [Appendix A](#)
- [Appendix B](#)
- [Appendix C](#)
- [Appendix D](#)

1.06 DRUG AND ALCOHOL TESTING POLICY

Prohibitions

Pursuant to the College's Drug-Free Schools and Workplace Policy, the unauthorized and/or unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol is strictly prohibited in all facilities of the College, in all places where its employees/students work/attend, including all State-owned vehicles, and as any part of the College's activities. Employees are also subject to disciplinary action if they are found through confirmatory tests to be under the influence of alcohol and/or an illegal/unauthorized controlled substance in the workplace.

Reasonable Suspicion

In order to insure the safety and well being of the College's staff and students, the College may test employees if there is reasonable suspicion to believe that they are under the influence of alcohol and/or an illegal/unauthorized controlled substance in the workplace. A determination that there is reasonable suspicion to believe that an employee is under the influence shall be based upon objective factors including, but not limited to, the following: odor of alcohol on the employee's breath, slurred speech, unsteady or erratic movements.

In addition, employees may be tested without reasonable suspicion in the following circumstances:

- those who are engaged in safety sensitive activities; and
- those who have been previously identified as drug users and submitted to rehabilitation and/or treatment programs. In this circumstance, random testing may be requested for a reasonable period of time following release from the rehabilitation and/or treatment program.

Drug and Alcohol Testing Procedures are outlined in the Manual of Procedural Guidelines, Personnel

Guidelines.

1.07 TOBACCO-FREE POLICY

In order to ensure a safe, healthy environment, all Delaware Tech facilities are tobacco free for employees, students, and visitors effective January 1, 2011. The use of all tobacco products is prohibited within the boundaries of all College locations including all buildings, facilities, indoor and outdoor spaces and grounds owned, rented, operated, and/or licensed by the College. This policy applies to parking lots, walkways, sidewalks, sports venues, State vehicles and private vehicles parked or operated on College property. For the purposes of this policy, tobacco is defined as any type of tobacco product including, but not limited to: cigarettes, cigars, cigarillos, electronic cigarettes, pipes, bidis, hookahs, smokeless or spit tobacco or snuff.

The enforcement of this policy is intended to be educational, but repeat violators will be subject to disciplinary action as outlined in the Personnel Policy Manual, Section XII, Conduct and Corrective or Disciplinary Action.

(Board of Trustees, 9/14/10)

1.08 POLICY REGARDING COMMUNICABLE DISEASES

Communicable or infectious diseases are considered protected disabilities under federal law except in cases in which the disease constitutes a direct threat to the health or safety of other persons at the College or the disease prevents the affected person from performing essential job or school duties. The College will make every effort to balance the right of a student to continue the educational process and the right of an employee to continued employment with the right of individuals within the College community to be free from the risk of exposure to an infectious disease.

The College will comply with all lawful requirements of the Delaware Department of Public Health, as well as with all state and federal laws. The College will take into account in each instance, based on the best medical advice available at the time, the nature of the risk (how the disease is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (the potential harm to third parties) and the probabilities the disease will be transmitted and will cause varying degrees of harm.

A member of the faculty or staff or a student who becomes aware that someone employed by the College or attending the College has a communicable disease which may pose a health hazard to others shall report this to his supervisor in the case of an employee or to the Dean of Student Affairs in the case of a student. The information shall be forwarded to the Vice President and Campus Director (President in the case of the Office of the President) who will, in consultation with the Chief Legal Counsel, decide the appropriate course of action on a case by case basis. A student who believes that his/her rights have been violated should follow the Procedure for the Resolution of Complaints by a Student in the Student Rights and Standards of Student Conduct Policy. An employee who believes that his/her rights have been violated should follow the Procedure for the Resolution of Equal Employment Opportunity Complaints in Section 13.04 of the Personnel Policy Manual.

(Approved by Board of Trustee on June 2, 2009, to replace previous policy.)

1.09 POLICY OF NONDISCRIMINATION WITH RESPECT TO DISABILITY

It is the policy of the College that no person shall be subjected to discrimination on the basis of disability as prohibited by the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and other applicable laws, regulations and Executive Orders. This policy applies to access and utilization of facilities, services, and programs; and to employment, including but not limited to recruitment, selection, training, promotion, compensation, continuation, probation, and discharge, if the person is qualified and able to perform the essential functions of the job with or without reasonable accommodation.

1.10 STATEMENT OF CULTURAL DIVERSITY POLICY

Delaware Technical Community College will develop and implement a program which will assure that the College is uniformly addressing diversity in all of its activities. The concept of diversity stresses respect for all human differences. Diversity is an asset that provides a balance of different viewpoints, perspectives, and strengths.

The College's program will increase knowledge and understanding of diversity issues. Greater innovation and creativity in curricular matters, decision making, and problem solving will be possible in this socially diverse environment. Diversity will encompass all aspects of College functions, including employee relations, student recruitment and retention, the curriculum, and academic life.

Gender, racial, ethnic, cultural, religious, and other differences enrich the educational and social environment where individuals teach, learn, and work. Differences among our students and employees present the College with opportunities to cultivate mutual understanding and respect.

In demonstrating its commitment to diversity, Delaware Technical Community College will continue supporting the pluralistic community it serves, which complements its philosophy and mission.

1.11 CONSENSUAL RELATIONSHIPS POLICY

Delaware Technical Community College acknowledges its responsibility to provide clear direction to the College community about the professional risks associated with consensual amorous and/or sexual relationships in which a definite power differential between the parties exists. Inasmuch as the College is committed to fostering the development of learning and work environments characterized by professional and ethical behavior and free of discriminatory behavior, consenting amorous and/or sexual relationships between instructor and student or supervisor and employee are discouraged. The College recognizes that it cannot regulate such personal decisions, but views them as reason for concern for the following two reasons:

1. Abuse of Power: Individuals entering into consensual amorous and/or sexual relationships involving a power differential must recognize that (i) the reasons for entering such a relationship may be a function of the power differential; (ii) where power differentials exist, even in seemingly consensual relationships, consent shall not be considered a defense if a complaint of sexual harassment or retaliation is brought; and (iii) the individual in the relationship with greater power will bear the burden of accountability.
2. Conflict of Interest: Conflicts of interest may arise in connection with consensual amorous and/or sexual relationships between instructors or other College staff and students, or between supervisors and subordinates. The College's Nepotism Policy precludes individuals from making or influencing decisions affecting those with whom they have intimate, familial relationships. The same principles apply to consensual amorous and/or sexual relationships.

Possible Consequences of a Consensual Amorous and/or Sexual Relationship

An instructor or other instructional staff member who enters into a consensual amorous and/or sexual relationship with a student, or a supervisor with a subordinate, must realize that if a charge of sexual harassment is subsequently lodged, it will be exceedingly difficult to prove immunity on grounds of mutual consent where a power differential existed. The College Administration and the Committee appointed to review sexual harassment complaints shall be expected, in general, to be unsympathetic to a defense based upon consent when the facts establish that a professional power differential relationship did exist between the two parties.

Reporting Requirement

Where a conflict of interest exists, or may exist, in the context of a consensual amorous and/or sexual relationship, the individual with the power or status advantage shall notify the Dean/Director of his or her Division. The Dean/Director, with the approval of the Vice President and Campus Director, shall have the responsibility for making arrangements to eliminate or mitigate a conflict whose consequences might prove detrimental to the College or to either party in the relationship.

Consequences of Non-Compliance and/or Failure to Cooperate

Individuals with the power or status advantage involved in a consensual amorous and/or sexual relationship who fail to report such a relationship as stipulated in "Reporting Requirement" above and/or who fail to cooperate with the arrangements made to eliminate or mitigate a conflict of interest will be subject to disciplinary action in accordance with Section XII of the Personnel Policy Manual.

1.12 ACCEPTABLE USE OF ELECTRONIC NETWORKS POLICY

This policy applies to all users of the College computing and electronic networks resources, whether affiliated with the College or not, and to all uses of the system, on the campuses or from remote locations. By using the computing resources of the College users consent to use such resources in accordance with and subject to this Acceptable Use of Electronic Networks Policy (Policy).

Access to and use of the Delaware Technical Community College computing and electronic networks resources are privileges granted to students, staff, faculty and members of the College community for academic, research, operational and administrative purposes. Electronic networks are comprised of computing facilities, equipment, systems and personnel. Use of these resources includes accessing list serves, World Wide Web pages, electronic mail, application software, and any other electronic communication. Use of the Delaware Tech computer and electronic networks is a privilege and all members of the College community who utilize these resources are expected to do so in an efficient, effective, appropriate, ethical, and legal manner that supports the mission of the institution

Failure to adhere to this Policy, applicable State, local government and Federal laws and regulations, other College Board of Trustees policies and related administrative procedures may result in suspension or revocation of network privileges. Willful or intentional misuse could result in disciplinary action or criminal prosecution under applicable state and federal statutes. Additional policies and procedures may apply to specific computers or computer systems at the various College property locations. Delaware Tech will not provide a legal defense for any illegal use of its electronic facilities, equipment, or software, or any activities found to constitute violations of this Policy

Users who violate this policy may be subject suspension and/or revocation of network privileges, to disciplinary action, up to and including dismissal, for staff and faculty, as outlined in the College Personnel Policy Manual and for students, the Student Rights and Responsibilities Policy outlined in the College Catalog and may be subject to criminal prosecution.

All users of the College electronic networks must:

- Comply with all federal, state, and other applicable laws; all applicable Delaware Technical Community College policies and procedures; and all applicable contracts and licenses. These laws, policies, and licenses include, but are not limited to, the areas of libel, copyright, privacy, obscenity, and child pornography; the Computer Fraud and Abuse Act and the Electronic Communications Privacy Act, which prohibit unauthorized "hacking", "cracking", and other similar acts The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT) which authorizes electronic eavesdropping;

the College Personnel Policy Manual, which includes the College's Policy Statement on Sexual Harassment and Conduct and Corrective Action; the College's Student Rights and Responsibilities policy, the State of Delaware Acceptable Use Policy; and all applicable computer contracts and software licenses, which prohibit the distribution of "warez" (copyrighted software).

- Utilize only those electronic resources authorized by the College and use those resources in the manner and to the extent of that authorization. All accounts assigned to users are non-transferable. All accounts and passwords must be kept confidential and may not be released to or shared with any other party other than those authorized by the College. A user's ability to access College networks, resources, and accounts do not imply authorization to do so. It is the responsibility of users to secure all necessary and proper authorizations before proceeding on College systems.
- Refrain from using College resources for any commercial activities or for personal financial purposes. These restrictions include, but are not limited to, conducting a business enterprise from the system, sending commercial advertising messages, or solicitations for non-College related organizations from the system.
- Utilize all electronic and computing resources efficiently. The College reserves the right to monitor usage and content, restrict and/or prohibit excessive non-academic or non-work related use of the network for downloading or transferring files or to impose or to apply other limitations or restrictions on computing resources such as time limits, storage space or amount of particular resources consumed by users to ensure legal and effective administration of the systems and fair access for all users.
- Refrain from stating or implying that they speak on behalf of or represent Delaware Technical Community College without proper authorization to do so. This prohibition includes use of the College logo in computer communications. Use of College computing and electronic networks and affiliation with College programs does not imply authorization to represent the College to outside organizations. Use of the official College logo or seal on College electronic resources may only be authorized, in advance, by the Vice President and Campus Director at the campuses and by the President for the Office of the President or when applicable to college-wide projects.

Electronic mail and other Network Activity (Use of the Internet) - Delaware Technical Community College utilizes numerous measures to maintain the integrity, security, and effective operations of its electronic mail systems. Users are advised, however, that in light of both these efforts and the College's intent to limit network use to the purposes stated in this Policy, the e-mail systems and network usage in general should in no way be regarded as a secure or private medium for the communication of confidential or sensitive information. Due to the nature of electronic communication, system users may not expect individual communications or activities on the College system nor the confidentiality of specific messages that may be created, sent, received, or stored in the system to be or remain private.

In addition, all users are advised that, while the College does not routinely monitor individual usage of computing resources, it reserves the right to monitor activity when: 1) the maintenance and standard operations of the system require the backup of data and communications, the logging of system activity, monitoring of general usage patterns, and 2) in circumstances where the College has reason to believe that network usage may be in violation of this Policy and other procedures required in the administration of the system. In addition, the College may also monitor the activity and accounts of specific users when: it appears to systems administrators necessary to do so to protect the security, integrity, and effectiveness of the systems; it is deemed necessary to protect the College from civil or criminal liability; there is reasonable cause to believe that violations of the College Electronic Networks Policy (including violations of State, local or federal law or applicable College policy) has occurred; an account displays an unusual amount of activity as indicated from general systems monitoring or specific usage patterns; or, it is permitted or required by law.

The College, when it deems necessary or proper may disclose the results of such monitoring activities to an appropriate College administrator or law enforcement agency and may use this information in relevant disciplinary proceedings. In addition, electronic mail may qualify in certain circumstances as a public record subject to public disclosure under applicable laws, including all Freedom of Information statutes.

Only College administrators, faculty, staff, students, and other individuals, who have received permission under the appropriate systems administrator, are authorized users of the College electronic mail system or network. All authorized users must identify themselves accurately and clearly in communications. Concealing or misrepresenting one's identity or using the identity of another user or individual on the College system is prohibited and considered a violation of this policy.

The use of any College network resources must be related to College business. Incidental and occasional personal use of the network including the use of electronic mail may occur when such use does not create an unreasonable direct cost to the College and is not inconsistent or interfere with the user's primary function as student, staff, faculty or administrator. Such incidental and occasional communications are subject to the provisions of this policy.

Retired employees shall be permitted to retain their College electronic mail address and use College electronic mail for personal, non-college business, subject to the provisions of this policy.
(Board of Trustees, June 4, 2013)

Prohibited uses of the Delaware Tech electronic mail and network system include, but are not limited to, the following activities:

- a) using foul, profane, obscene, offensive or defamatory language;
- b) sending copies of documents or using materials in violation of copyright laws;
- c) using the system to harass, intimidate, or interfere with the employment duties or learning process of others;
- d) attempting unauthorized access to the email system, attempting to breach security measures on any external email system, or attempting to intercept electronic mail communications;
- e) attempting to access, disrupt, or destroy the College's or other computer systems or files malicious code attacks or other means;
- f) using the system for personal financial gain, outside commercial venture, or illegal activity or for any activity that violates a State, local or federal law or regulation or constitutes a violation of this Policy or an other College policy;
- g) forwarding chain letters and sending mass electronic mailings or using the system for open mail relay; individual users may request prior permission from the systems administrator to send electronic mailings to more than 100 recipients on a case by case basis.
- h) excessive non-academic or non-work related use of the network for downloading, sharing or transferring large files.

The individual systems administrators at the campuses and in the Office of the President will investigate and document apparent or alleged violations of the College Acceptable Use of Electronics Networks Policy. The systems administrators may temporarily suspend a user's access to the system pending the outcome of an investigation of misuse. Identified cases of alleged abuse of any system will be referred to the user's Dean or Director, who will consult with the campus Director of Human Resources regarding appropriate action and immediately notify the Vice President and Campus Director of the alleged violation. For alleged violations in the Office of the President, the administrator will consult with the Chief Legal Counsel for appropriate action and who will also notify the President. In the event the case involves a student, the matter will be referred to the campus Dean of Student Affairs for further investigation, appropriate action, and who will immediately notify the Vice President and Campus Director

For the purpose of enforcing this policy, the "systems administrators" are: the Chief Technology Officer, or their official designees.

Any questions regarding this policy should be directed to: the Chief Technology Office or the Chief Legal Counsel.

(Added Board of Trustees 9/19/1998; Amended Board of Trustees, 4/16/2002 and 4/12/2005)

1.13 VIOLENCE-FREE COLLEGE POLICY

Policy Statement

The Board of Trustees of Delaware Technical Community College, through its President, Administration, Faculty and Staff, is committed to providing a safe, violence-free environment for the College Community. In furtherance of its opposition to violence in the College environment, it adopts this Delaware Technical Community College Violence-Free College Policy.

Prohibited Conduct

No type of violence will be tolerated on College property or in any place where College students or employees are engaged in College-related activity or in connection with any College-sponsored activity. College employees, students (including persons participating in any activity sponsored by the College) and visitors to the College (the "College Community") are directed not to engage in threatening or violent conduct or activities.

The conduct described below constitutes actions that are expressly prohibited on College property or in connection with College-sponsored activities. The list of prohibited activities is designed to provide examples and is not exclusive of other conduct that may constitute a violation of this Policy:

- Causing or threatening to cause physical injury to another person
- Making threatening, abusive or harassing remarks
- Disorderly, aggressive or hostile behavior that creates a reasonable fear in another of injury or subjects another person to emotional distress; such conduct may include shouting, throwing or pushing objects, punching walls or slamming doors
- Intentionally causing damage to College property or to the property of an employee, student or visitor to the College while on College property or in connection with a College-sponsored activity
- Possession of a weapon or dangerous instrument or engaging in any other conduct in violation of the College Policy Prohibiting the Possession of Deadly Weapons, Dangerous Instruments or Devices
- Committing violent or hostile acts motivated by, or related to, race, age, color, national origin, sexual orientation, sex, disability, marital status, sexual harassment or domestic relationships.

Procedures

I. Reporting Procedures

A. Immediate Threat Procedures

Members of the College Community who encounter an armed or otherwise dangerous person should not challenge or attempt to disarm the individual. In such an event, a person confronted by such an individual should proceed as follows:

If possible,

- Remove yourself from danger

Otherwise,

- Remain calm
- Maintain eye contact
- Talk to the individual
- Cooperate as much as feasible
- Notify law enforcement authorities first and then the Public Safety Office as soon as possible.

B. Potentially Dangerous Threat Procedures

Any potentially dangerous situation of which a member of the College Community becomes aware should immediately be reported to a Public Safety Office. If warranted, the Public Safety Office shall report the violation to the appropriate police authority and will also notify a Dean of Student Affairs (student violation) or a Human Resource Officer (employee violation), as applicable. The Dean of Student Affairs and/or the Human Resource Officer will inform the Campus Director of all reported incidents. Initial reports may be made anonymously to the Public Safety Office. All reported incidents will be investigated. Reports or incidents requiring confidentiality will be handled with due regard to privacy interests, and information will only be disclosed to others on a "need to know" basis. To the greatest extent feasible, the results of an investigation into a reported and or investigated incident will be provided to and discussed with all parties involved in such incidents. In compliance with the Delaware Technical Community College Crisis Management Policy, College officials will actively intervene at any indication of a possibly hostile or violent situation.

While it is not expected that members of the College Community be skilled at identifying potentially dangerous persons, it is expected that, through the exercise of good judgment, persons observing behavior that could signal a potentially dangerous situation or evidence a potentially violent person will report such an observation to the Public Safety Office. The Public Safety Office must notify a Dean of Student Affairs (student) or a Human Resource Officer (employee) of all reports.

In addition to the conduct identified in this Policy as prohibited conduct, potentially dangerous behavior or warning signs of a potentially violent person may include:

- discussion of weapons or bringing weapons onto College property or property used for College-sponsored activities;
- displaying overt signs of extreme stress, resentment, hostility, paranoia or anger;
- intimidating, belligerent, harassing, bullying or threatening conduct;
- sudden or significant deterioration in performance; displaying irrational or disproportionately inappropriate behavior.

All members of the College Community are responsible for notifying the Public Safety Office of any threats, witnessed or received. Even if no actual threat has been made, members of the College Community should report any conduct witnessed which, in the exercise of reasonable judgment, appears threatening or violent, when the behavior is connected to or may be carried out in the College environment.

C. Domestic Violence Procedures

Domestic violence is a serious threat to affected individuals and the place where such individuals work or are engaged in other activities.

Members of the College Community who obtain a protective or restraining order that lists College or College-related property as an area to be protected by such order are asked to provide the relevant Public Safety Office with a copy of the order.

Employees may obtain information concerning services related to domestic violence from the Delaware State Personnel Offices and the College's Human Resource Offices. Students and employees may obtain information from the College's Counseling Offices.

II. Enforcement Procedures

Threats, threatening conduct, or any acts of aggression or violence will not be tolerated in the College environment. Any College employee or student who is determined to have committed an act prohibited by this Policy will be subject to disciplinary action, up to and including termination of employment or expulsion and may be reported to law enforcement authorities. Disciplinary action shall be taken in cases of chargeable offenses under the provisions of applicable state law or comparable federal law; however, a conviction of the charged offense shall not be necessary to take action against the employee/student for violation of this Policy. The employee/student against whom such action is taken shall be entitled to the benefits of the procedures identified in the College Personnel Policy or Student Code of Conduct/College Policy for Student Rights & Student Responsibilities. Persons not subject to the College Personnel Policy or Student Code of Conduct/College Policy for Student Rights and Student Responsibilities who violate this Policy will be directed to leave the premises and may be reported to law enforcement authorities for criminal prosecution. Other legal remedies may also be invoked.

(Added Board of Trustees 9/17/03)

1.14 POLICY PROHIBITING DEADLY WEAPONS AND DANGEROUS INSTRUMENTS OR DEVICES

Policy Statement

The Board of Trustees of Delaware Technical Community College, through its president, administration, faculty and staff, is committed to providing a safe, violence-free environment. In furtherance of its opposition to violence in the College environment, it adopts this Delaware Technical Community College Policy Prohibiting Deadly Weapons and Dangerous Instruments or Devices.

Scope

This Policy applies to the possession or use of any prohibited weapon, dangerous instrument or device and to any prohibited conduct (see Violence-Free College Policy) on any property owned, leased, or otherwise controlled by the College or in any place where College students or employees are engaged in College-related activity or College-sponsored activity ("College Property"). This policy also applies to any College employee or student (including persons participating in any activity sponsored by the College) and to visitors to the College (collectively the "College Community"). Subject to the exceptions listed below, this policy applies regardless of whether a person covered by the terms of the policy has a permit to carry a prohibited weapon or is otherwise authorized by law to possess, discharge or use a prohibited weapon, instrument or device.

Prohibitions

Subject to the exceptions outlined below, no member of the College Community shall, while on College Property, possess, use, attempt to use, or threaten to use a weapon, dangerous instrument, or device as defined below. Further, any violation of a federal, state, or local law or ordinance pertaining to the possession, use, attempt or threat to use a deadly weapon, dangerous instrument, or device, committed on College Property, shall constitute a violation of this Policy. Copies of Delaware and local law may be obtained from the Public Safety Office.

Delaware law defines dangerous instrument as: "any instrument, article or substance which, under the circumstances in which it is used, attempted to be used or threatened to be used, is readily capable of causing death or serious physical injury, or any disabling chemical spray". "Chemical spray*" includes: mace, tear gas, pepper spray or any other mixture containing quantities thereof, or any other aerosol spray or any liquid, gaseous or solid substance capable of producing temporary physical discomfort, disability or injury through being vaporized or otherwise dispersed in the air, or any canister, container or

device designed or intended to carry, store, or disperse such aerosol spray or such as gas or solid.

Delaware law defines a deadly weapon as: a firearm (any weapon from which a shot, projectile, or other object may be discharged by force of combustion, explosive, gas and/or mechanical means, whether operable or inoperable, loaded or unloaded but does not include a BB gun (which is considered a "device" under this Policy) a knife of any sort (other than an ordinary pocket knife, i.e., a folding knife have a blade not more than 3 inches in length, carried in a closed position), switchblade knife, billy, blackjack, bludgeon, metal knuckles, slingshot, razor, bicycle chain or ice pick or any dangerous instrument as defined above, which is used, or attempted to be used, to cause death or serious physical injury.

In addition to dangerous instruments and deadly weapons, members of the College Community while on College Property are prohibited from possessing, using, attempting or threatening to use any of the following or similar devices: BB guns, pellet guns, paint ball guns, decorative or functional swords, machete air rifles, martial arts devices such as throwing stars, garrotes, fireworks, explosives or substances possessed and/or prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, chemical or biological agents possessed and/or used with the purpose of causing death, serious bodily injury or property damage or otherwise in violation of federal, state, or local law or ordinance.

This Policy is not intended to prohibit the possession or use of instruments or devices authorized for the pursuit of the mission of the College. Questions regarding the authorization of such instruments or devices should be directed to the Campus Director for use at a given Campus.

*Chemical sprays kept about the person for personal protection are not prohibited unless used offensively in a malicious or reckless manner.

Procedures

I. Reporting Procedures

Members of the College Community who encounter an armed or otherwise dangerous person should not challenge or attempt to disarm the individual. In such an event, a person confronted by such an individual should proceed as follows:

If possible,

- Remove yourself from danger
- Otherwise,
- Remain calm
- Maintain eye contact
- Talk to the individual
- Cooperate as much as feasible
- Notify law enforcement authorities first and then the Public Safety Office as soon as possible

II. Enforcement Procedures

Possession or use of any prohibited weapon, dangerous instrument, or device will not be tolerated in the College environment. Any College employee or student who is determined to have committed an act prohibited by this Policy will be subject to disciplinary action, up to and including termination of employment or expulsion depending on the severity of the violation and may be reported to law enforcement authorities. Action shall be taken in all cases of a chargeable offense under the provisions of the applicable state law or comparable federal law; however, a conviction of the charged offense shall not be necessary to take action against the employee/student for a violation of this Policy. The employee/student against whom such action is taken shall be entitled to the benefits of the procedures identified in the College Personnel Policy or Student Code of Conduct/College Policy for Student Rights and Standards of Student Conduct. Persons not subject to the College Personnel Policy or Student Code of Conduct/College Policy for Student Rights and Standards of Student Conduct who are suspected of

violating or determined to have violated this policy will be directed to leave the premises and may be reported to law enforcement authorities for criminal prosecution, as appropriate. Other legal remedies may also be invoked.

III. Exception Procedures

A member of any bona fide law enforcement agency present on College Property who is in compliance with any applicable departmental Policy pertaining to the possession of a weapon is excluded from the prohibitions contained in this Policy. In addition, the prohibitions contained in this policy do not apply to members of the College's Public Safety Department who have been authorized to carry a deadly weapon and/or dangerous instrument or device while in the course and scope of their employment with the College. (Amended Board of Trustees 04/09/2013)

Any member of the College Community who believes he or she has good cause to be excluded from the terms of this Policy may direct a request for an exception to the Campus Director for the campus at which an exception is desired, or to the College President for an exception pertaining to either the President's Office or a college-wide purpose. Exceptions may be granted in the sole discretion of the Campus Director to whom the request is directed or in the sole discretion of the College President when a request is made to the President. Exceptions may be granted in cases, including but not limited to, where an individual's personal safety is at substantial and identifiable risk, where an otherwise prohibited item is to be used for educational, scientific, professional, ceremonial or religious purposes, or in other circumstances where the purpose of this Policy would not be fostered through strict application. If an exception is granted, such exception will be identified in writing and include the terms, conditions, and duration of the exception. A copy of the document authorizing an exception to this Policy will be sent to the public safety office of an affected campus and to any other College official deemed appropriate under the circumstances at least 24 hours in advance of the effective date of the exception.

Amendment to the College Policy for Student Rights and Standards of Student Conduct Item 4 of Section II. "Standards of Student Conduct" Section of the College Policy for Student Responsibilities and Student Rights is hereby amended to include this policy as part of the prohibition against the use and/or possession of weapons or firearms.

1.15 CLERY ACT YOUR RIGHT TO KNOW CAMPUS CRIME STATISTICS

The public safety of the College community is very important to Delaware Technical Community College. In compliance with the federal Jeanne Clery Disclosure of Campus Policy and Campus Crime Statistics Act of 1998 ("Clery Act") and in order to communicate information related to the College's public safety efforts, the College maintains a Public Safety Website. The URL for accessing this site is: www.dtcc.edu/publicsafety/right.html.

This website includes Campus Crime Statistics Report outlining crimes reported on each campus, in off-campus buildings, at/on property owned or controlled by Delaware Technical Community College, and on public property immediately adjacent to and accessible from campus. In compliance with the requirements of the Clery Act, it also includes: information regarding the law enforcement authority of campus Public Safety Departments; policies concerning campus public safety, such as crime prevention, alcohol and drug use, sexual assault; Delaware Sex Offender Registry; and how to report crimes which may occur on campus.

In addition to viewing the Crime Statistics report on the website, a copy of the report may be obtained from each Campus Administrative Services Office.

1.16 FLEXIBLE WORK ARRANGEMENTS

Delaware Technical Community College recognizes the growing demands facing employees as they seek

to balance their work and home lives with the increasing challenges of finding new and better ways of serving students and other customers, as well as meeting College goals. Because of this, the College supports flexible work arrangements as a means of fostering a highly desirable and productive work environment that is responsive to these demands and challenges. The College expects that flexible work arrangements will strengthen organizational effectiveness and enhance student success by providing a framework to develop new opportunities for efficiency and expanded hours of service; increase the retention and recruitment of highly qualified staff; promote employee engagement; and enhance the quantity, quality, and productivity of the employee's level of service.

Flexible work arrangements authorized by this policy consist of flextime, alternative work schedules, compressed work weeks and telework. No flexible work arrangements shall be effective unless approved in writing. Certain positions may not be eligible for flexible work arrangements due to program needs or the job duties of the position. Consideration of flexible work schedules will be reviewed on a case-by-case basis taking into account the departmental needs and the employee's ability to maintain a high level of service.

All flexible work arrangements must conform to the overtime, record keeping, and meal break provisions of the Fair Labor Standards Act, College policy, and State of Delaware Code.

Flexible work arrangements are not a right of employment and may be discontinued at the discretion of the College. In addition, the schedules of employees working a compressed work week will revert to the standard work week for the pay cycle in which a holiday occurs.

Annual sick leave shall accrue as normal while on a flexible work arrangement. Leave usage will be charged based on the approved work schedules. Other types of leave may be granted consistent with applicable policies outlined in the Personnel Policy Manual.

A flexible work arrangement will not provide an exempt employee with a right to receive overtime pay when the need arises to work more than their scheduled hours. Nonexempt employees may be required to depart from an approved flexible work arrangement to work overtime to cover the operational needs of the College.

The President is authorized to adopt guidelines, procedures, and forms to implement the provisions of this policy.

(Added by the Board of Trustees 11/11/14)

Categories and Definitions

2.01 EMPLOYEE

An employee is any individual employed by the College who is listed on the College's payroll and is either currently receiving a paycheck from the State Treasurer or is on an authorized leave of absence.

2.02 REGULAR EMPLOYEE

A regular employee is one who is employed in a position which is, or is expected to be, continuing in nature (for at least nine (9) months or more during a period of twelve (12) consecutive months).

1. Full-time

Employed for thirty (30) or more hours per week. This is the minimum work requirement for some fringe benefits. (Standard workweek is 37-1/2 hours per week as stated in REGULAR HOURS, Section VI, 6.01.)

2. Part-time

Employed for 15-29 hours per week. Eligible for participation in some fringe benefits, e.g. pension, State life insurance, State DentaHealth Plus Program, etc.

2.03 TEMPORARY EMPLOYEE

A temporary employee is one who is employed in a position which is not expected to exceed twelve (12) months duration.

1. Full-time

Employed for thirty (30) or more hours per week. (Standard workweek is 37-1/2 hours per week as stated in REGULAR HOURS, Section VI, 6.01).

The Vice President and Campus Director may authorize employment of temporary, full-time employees for up to twelve (12) months. Fringe benefits for temporary, full-time employees employed for nine (9) months or more shall be the same as those received by regular, full-time employees subject to any restrictions which are imposed upon the College in connection with federally funded projects.

In exceptional circumstances, with appropriate documentation, and where it is appropriate to do so in order to meet staffing requirements, the President may authorize, in writing, the employment of temporary, full-time employees beyond twelve (12) months.

2. Part-time

Employed for less than thirty (30) hours per week and/or less than 130 hours per month.

Employment Procedures and Terms of Employment

(Revised by the Board of Trustees 9/17/13)

Employment at the campus level is the responsibility of the Vice President and Campus Director with the exception of Salary Plan D (Administrative Pay Plan) positions which require approval by the President. Employment within the Office of the President is the responsibility of the College President. Employment in the position of Vice President and Campus Director requires the approval by the Board of Trustees.

No commitments with respect to hiring and promotions may be made by anyone other than the respective Vice President and Campus Director, the College President, or the Board of Trustees, except in cases where the specific authority to do so has been appropriately delegated through written notice.

Except in the case of a Vice President, the authority to terminate employment rests with the Vice President and Campus Director for campus employees and with the Vice President with administrative responsibility for the employee's division for Office of the President employees.

3.01 POSITIONS IN SALARY PLANS A AND B

Regular, full-time position vacancies shall be posted for a minimum of fifteen (15) calendar days with the following exceptions:

1. Positions temporarily filled on an acting basis need not be posted. Individuals may be named to such acting positions by the Vice President and Campus Director for a period not to exceed twelve (12) months. Where unusual circumstances necessitate a longer period of time, such extended periods shall be approved by the Vice President and Campus Director with approval subject to confirmation by the President. The President may make such appointments for positions in the Office of the President.
2. An applicant pool, obtained as the result of a competitive recruitment process, may be used to fill subsequent vacancies for a period of six (6) months from the closing date of the original posting when the vacancy is in the same job title on the same campus (or in the Office of the President for OOP postings).
3. When a position is posted internally for regular, full-time and regular, part-time Delaware Technical Community College employees, it shall be posted for a minimum of ten (10) calendar days.

3.02 POSITIONS IN SALARY PLAN D (ADMINISTRATIVE SALARY PLAN)

1. Posting Vacancies

a. Introduction: The College's policy is to promote from within the College so long as such an approach is consistent with obtaining qualified applicants from a pool of qualified employees sufficiently diverse to satisfy the goals of the College's Affirmative Action Plan. Such an approach enhances the morale of College employees, and provides meaningful support for the College's efforts to foster the development of skills enabling College employees to advance and assume key positions at all levels.

b. Exceptions to Posting Requirements: Regular, full-time vacancies shall be posted for a minimum of fifteen (15) calendar days with the following exceptions:

(1) Positions may be temporarily filled on an acting basis. Individuals may be named to such acting positions for a period not to exceed twelve (12) months. Where unusual circumstances necessitate a longer period of time, such extended periods shall be approved by the Vice President and Campus Director with approval subject to the confirmation of the President. All appointments to acting positions at the campuses and in the President's Office require the President's approval. The President may, subject to Board approval, make acting appointments for the position of Vice President and Campus Director.

(2) An applicant pool obtained as the result of a competitive recruitment process may be used to fill subsequent vacancies in the same job title occurring on the same campus (or in the Office of the President for OOP postings) where the original position was externally advertised for a period of six (6) months from the closing date of initial posting.

c. Posting Internally (open only to regular, full-time and regular, part-time Delaware Technical Community College employees; no outside advertising): Subject to the exceptions noted in paragraph d below, regular full-time vacancies shall be posted internally for ten (10) calendar days.

d. Posting Externally (open to all applicants; outside advertising, paid or unpaid, permitted):

(1) Recruitment and advertising may be expanded to the State of Delaware if:

(a) There is an inadequate pool of qualified internal applicants, as recommended by the Campus and approved by the Human Resources and Legal Affairs Department; or

(b) The Affirmative Action Plan reflects under-utilization in the posted occupational classification, and under representation within the pool of potential qualified internal applicants.

(2) Recruitment and advertising may be expanded beyond the State of Delaware if:

(a) There continues to be an inadequate pool of qualified applicants, as recommended by the Campus and approved by the Human Resources and Legal Affairs Department; or

(b) The Affirmative Action Plan reflects under-utilization in the posted occupational classification, and the State-wide posting fails to generate a pool of applicants which is as diverse as one would expect based upon the available qualified workforce.

2. Applications for positions at Levels I through IV, Salary Plan D (Administrative Salary Plan), shall be reviewed by the Vice Presidents and Campus Directors at the campuses, or by the President for positions in the Office of the President. The Vice Presidents and Campus Directors shall identify and interview applicants for positions at the campuses and submit candidates to the President for consideration and final approval.

For positions at Level V, the President, in consultation with the Board of Trustees Personnel Committee, will determine the appropriate recruitment and selection process. The President will submit the name and supportive data of the final candidate to the full Board for final approval.

Supportive data shall include, but will not necessarily be limited to, the following:

(a) Application on College Application Form

(b) Resume submitted by the candidate

(c) Verification of employment history

(d) Verification of academic credentials

(e) Verification of affirmative action data

3.03 DURATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The appointment duration and other terms and conditions of employment for regular, full-time employees shall be as specified in the Personnel Data Form.

3.04 POSITIONS REQUIRING SECURITY CLEARANCE

Certain positions within the College, such as Public Safety Officers, are considered sensitive due to such factors as unaccompanied access to students, equipment, money, etc. When filling a staff vacancy for positions requiring security clearance, any offer of employment must be contingent upon a satisfactory criminal history report. For positions other than Public Safety Officer, the Vice Presidents and Campus Directors will request written approval by the College President, after review by the Human Resources and Legal Affairs Department, to have criminal history checks done.

Criminal history checks will be performed by the Delaware State Police Bureau of Identification, and the report will be forwarded directly to the respective campus. The charge for performing each background check is \$25, and the campus is responsible for payment to the State Police.

3.05 PRE-EMPLOYMENT SCREENING FOR SUBSTANCE ABUSE

The final candidate for a regular, full-time position will be required to participate in pre-employment drug testing. When filling a staff vacancy for a regular, full-time position, any offer of employment must be

contingent upon a negative test result. The Vice President and Campus Director and/or the President may require pre-employment drug testing for any position other than regular, full-time as s/he deems necessary

Drug testing will be performed by the College's testing service provider and the report forwarded to the Chief Legal Counsel. The charge for performing each test will be the responsibility of the hiring campus.

3.06 PROBATIONARY PERIOD

Every newly hired employee shall be in a probationary status until the employee completes one (1) full year of uninterrupted service with the College. Every regular part time or temporary employee who is hired into a regular full time position shall serve an additional probationary period of one (1) year in the new position. The College may extend any probationary period for an additional year by providing written notice within sixty (60) calendar days prior to the expiration of the probationary period. During a probationary period, or any extension thereof, the College may terminate the probationary employee's employment, with or without cause, upon ten (10) working days prior notice. Such notice shall be in writing. If employment is terminated pursuant to this Section, the employee does not have a right to a hearing under Section XII or XIII of the Personnel Policy Manual.

(Added Board of Trustees, 11/17/1998; revised 6/6/06, 4/3/07)

3.07 Reorganization of College Operations or Academic Programs

Any employee may be terminated upon sixty (60) days written notice in the event the employee's area of employment, or the educational program or administrative function performed by the employee, is reduced or eliminated due to an anticipated decline in enrollment, a decrease in educational services, or a reorganization of College programs. Notice of termination under this Section shall set forth the program affected, and the basis for reduction, elimination or reorganization.

(Amended Board of Trustees 4/10/18)

3.08 OTHER TERMS AND CONDITIONS FOR VICE PRESIDENTS

Individuals employed in the position of Vice President on or after September 22, 2005 shall serve at the pleasure of the President and may be removed by the President at any time, with or without cause. A Vice President hired after adoption of this policy shall be an at-will employee, and shall not be entitled to any of the rights or privileges afforded to other employees, or other classes of employees, by any Board or College policy, rule, regulation or procedure regarding discipline, grievances or termination. A Vice President who is removed from his or her position by the President shall not be entitled to other employment with the College.

This policy shall apply to any person who accepts a position as Vice President on or after September 22, 2005, and shall not be limited or otherwise affected by any previous employment with the College, including, but not limited to, previous employment as a Vice President for a different area or campus. This policy shall not apply to an incumbent vice president who continues to serve in his or her current position. (Added Board of Trustees, 9/22/05)

3.09 PRESIDENT EMERITUS

The Board of Trustees may grant President Emeritus status to a retiring or retired college president. President Emeritus status should be reserved to honor, in retirement, a College President who has provided outstanding and distinguished service to Delaware Technical Community College and has served a significant portion of his or her career at the College. Outstanding and distinguished service is defined

as service which goes beyond the normal duties and responsibilities of the appointment, and which have had extraordinary impact on the College and/or broader community. Emeritus status is given to an individual who has demonstrated exceptional commitment and contributions to the College, exemplifying the highest standards of personal and professional integrity, civic responsibility, vision and leadership.

The designation identifies the retiring or retired college president as a continuing member of the college community. The title of President Emeritus may be awarded posthumously.

Nomination and Approval

A member of the Board of Trustees may nominate a retiring or retired college president to become President Emeritus. The title must be approved by a majority vote of the Board.

Rights, Privileges and Responsibilities

In addition to the benefits and privileges received by all retired faculty and staff, a College President granted emeritus status will also receive:

- A resolution naming and honoring the College President as President Emeritus;
- Listing in the College catalog and website;
- Use of the title "President Emeritus" in community and professional activities; and
- Invitations to College events and activities.

The current College President may call upon the President Emeritus to provide counsel or to serve in various volunteer roles and/or capacities in support of the College. Presidents Emeriti are not required to continue to serve the College community.

The title of President Emeritus confers no remuneration, rights to employment, or benefit in addition to those provided above. Presidents Emeriti do not exercise any of the authority or administrative functions associated with holding a staff position at the College.

(Added by the Board of Trustees on June 3, 2014)

Promotion and Transfer Policy

4.01 PROMOTION POLICY

In filling vacancies, qualified regular College employees will receive equal consideration for promotion, in accordance with the College's Statement of Affirmative Action Policy, regardless of race, color, creed, sex, national origin, age, handicap, or sexual orientation (defined exclusively as heterosexuality, homosexuality, or bisexuality). In cases where, in the judgment of the College, qualifications are equal, current employees will be given preference over other applicants.

(Amended Board of Trustees, 9/15/09)

4.02 TRANSFER OF FULL-TIME EMPLOYEES

A. Transfers of Campus Employees within the Same County

Vice Presidents and Campus Directors may transfer campus employees under their supervision in Salary Plan A, in Salary Plan B, and in Salary Plan D below Level IV, within their pay grades/levels and fields of expertise, from one position to another, and from one location to another, within the same county. In addition, a Vice President and Campus Director may assign a campus employee responsibility that requires the employee to work from more than one location within the same county. Vice Presidents and Campus Directors may also make transfers of such employees in Salary Plan D Level IV with the written

approval of the President.

B. Transfers of Campus Employees from One County to Another

Transfers of campus employees from one county to another may be made with the written approval of the Vice Presidents and Campus Directors of the campuses from which and to which the employee is to be transferred. The transfer of a campus employee from one county to another requires the consent of the employee.

C. Transfers of College Employees by the President

Notwithstanding A and B above, the President may transfer a campus employee from one location to another within the same county. In addition, the President may transfer office of the president employees from one location to another within the same or an adjacent county. The president may also assign responsibilities to an office of the president employee that requires the employee to work from more than one location within the same or an adjacent county. The transfer of an office of the president employee to, or the assignment of responsibilities at, a location in a non-adjacent county requires the consent of the employee.

D. Definitions

The following definitions apply to this section:

Campus Employee - shall mean any employee who is under the direct or indirect supervision of a Vice President and Campus Director.

Office of the President Employee - shall mean any employee who is under the direct or indirect supervision of the President, including employees who may appear on a campus list of authorized positions.

E. Miscellaneous

Proposed transfers will be discussed with the employee.

The compensation of transferred employees shall be determined as specified in Salary Plans A, B, and D.

(Amended Board of Trustees 4/10/18)

Personnel Records

While personnel records are and will continue to be kept confidential, no records created after employment shall become a part of an employee's permanent file without the employee's prior knowledge. All entries must be dated, and employees shall be furnished copies of records added to their permanent personnel file before the records are entered into the file.

It is important to keep personnel information up to date. Therefore, all employees shall promptly notify the appropriate campus Human Resources Office, in writing, regarding changes of:

1. Address
2. Telephone number
3. Whom to notify in case of illness or accident
 - a. Family Representative

- b. Family Doctor
- c. Hospital Preferred
- 4. Marital status
- 5. Dependent status, and if required for purposes such as Blue Cross Blue Shield and State of Delaware Group Life Insurance, their names and dates of birth
- 6. Beneficiary for State of Delaware Group Life Insurance, Flexible Benefits Plan Life Insurance, and the State Pension Plan
- 7. Additional educational attainment

Working Hours

6.01 REGULAR HOURS

The College's standard hours of operation will be from 8:00 a.m. to 11:00 p.m., Mondays through Thursdays; 8:00 a.m. to 6:00 p.m. on Fridays; and 8:00 a.m. to 5:00 p.m. on Saturdays. Campuses may adjust standard hours based on operational needs at the beginning of each semester. Additionally, Campuses may schedule classes on Sunday based on enrollment and operational needs.

The normal workweek for full-time College employees is 37.5 hours excluding a 30 minute meal break for every 7.5 hours of work. College administrators and department chairpersons are authorized to establish work schedules and to designate work assignments for employees under their supervision within the standard hours of operation set forth above based on the needs of the College, including adjusting schedules to meet periods of peak demand.

The normal instructional contact hours for credit course faculty members are 15 to 18 per semester unless otherwise modified by the Department Chair/Dean. Additionally, credit course faculty members are expected to designate a minimum of six (6) hours each week for conferences with students. Virtual office hours are permissible for faculty who teach online or hybrid courses, but must be in proportion to the instructor's course load. These hours should be distributed over different days and should be posted on or near the instructor's office door, in the learning content management system, and distributed in instructional materials on the first day of class in each course. Office hours are to be kept as carefully as class instruction hours. These scheduled office hours will be filed with the Department Chairperson and with the Dean of Instruction at the beginning of each semester.

In addition to teaching assignments and designated office hours, faculty members may be required to serve on various campus and College-wide committees, attend meetings essential to the effective operation of the College, assist in orientation and registration of students, and perform other appropriate assignments.

(Revised by the Board of Trustees 11/11/14)

6.02 OVERTIME

1. Individuals in Fair Labor Standards Act (FLSA) Non-Exempt Salary Plan B Positions

The College will compensate individuals in FLSA Non-Exempt Salary Plan B positions as follows:

- a. Overtime is time worked in excess of 37.5 hours within a workweek. For purposes of computing overtime, a workweek is defined as a period of seven consecutive calendar days, commencing at 12:01 a.m. on Sunday
- b. For employees working a standard 37.5 hour workweek, overtime must be computed on the basis of each workweek standing alone. Hours cannot be averaged over two or more workweeks.

- c. Employees working flexible workplace arrangements shall be paid for overtime service in accordance with that schedule and not the standard schedule of 37.5 hours per week. Overtime shall be calculated on hours exceeding 75 hours per pay cycle.
- d. Except as otherwise provided herein, hours worked includes all paid leave plus hours actually worked by the employee.
- e. All overtime must be authorized in advance, in writing by the immediate supervisor.
- f. To establish a salaried employee's regular hourly rate, divide the annual rate by the work schedule hours in the fiscal year.
- g. An employee who has accumulated compensatory time may request to take such time off. Such a request will be granted within a reasonable amount of time as long as it does not unduly disrupt operations. Conversely, the College may request that an employee take compensatory time off within a reasonable period of time. All compensatory time must be used within 360 calendar days or it shall be forfeited. (Amended by the Board of Trustees 6/17/19)
- h. Those employees who work overtime shall be compensated either with pay or, at the discretion of the College, compensatory time off. Whenever an employee's accumulated overtime exceeds 240 hours, such excess shall be compensated with pay.
- i. Compensation for all overtime will be at a time-and-one-half rate, unless the employee requested part-time work in another than his/her regular position classification and the part-time work was occasional or sporadic. In this case, the employee would receive the temporary, part-time hourly rate stated in Salary Plan C for the classification pay grade in which the part-time work was performed.
- j. Time-and-one-half overtime payment is calculated by using the employee's regular hourly rate in all cases except the following: (1) employees regularly employed in more than one position classification, or (2) those employed at the request of the College in more than one position classification and one of the positions is occasional or sporadic. In such cases, the overtime pay will be the greater of (1) the second position's temporary, part-time hourly rate or (2) one-and-one-half times the weighted average of the hourly rate of pay for both positions. Rates of pay for part-time positions shall be the hourly rate stated in Salary Plan C for the classification pay grade in which the part-time work is performed.
- k. All time worked and all time off are to be accurately reported on a time sheet for the regular position, and submitted to the employee's supervisor on a bi-weekly basis.

2. Individuals in FLSA Exempt Salary Plan B Positions

The College will compensate individuals in FLSA Exempt, non-administrative Salary Plan B positions as follows:

- a. In circumstances where Salary Plan B employees working in FLSA Exempt, non-administrative positions are required and authorized to work beyond the standard work week in their regular position, such employees shall be compensated either with pay or, at the discretion of the College, compensatory time off for such overtime service at straight time rates. Whenever an employee's accumulated compensatory time exceeds 75 hours, such excess shall be compensated with pay.
- b. All overtime requested and all overtime actually worked are to be accurately reported on an Overtime Request Form.
- c. Pay for part-time work performed by individuals in positions other than their regular positions will be the temporary, part-time hourly rate stated in Salary Plan C for the pay grade classification pay grade in which the part-time work is performed.
- d. Statements a-g in 1. above also apply to individuals in FLSA Exempt Salary Plan B positions.

3. Individuals in Salary Plan A , Salary Plan D Positions, and Administrative Level Positions in Salary Plan B

Salary Plan A, Salary Plan D and Administrative Level Positions in Salary Plan B positions are exempt from FLSA overtime provisions. (See "Salary Plan B Table," as maintained by the Office of the President, for the most current listing of Salary Plan B exempt and non-exempt positions).

4. Call Back/Call In

- a. Individuals in Salary Plan B positions that are eligible for overtime compensation who are required to physically return to the worksite after their normal work hours due to a natural disaster, severe weather situation, or other non-recurring emergency circumstance shall receive overtime compensation for actual hours worked or a minimum of four (4) hours straight time, whichever is greater. When calculating actual hours worked, travel time to and from the worksite shall be included in calculating the actual hours for payment but is not considered college work time because the employee has not commenced his/her principal activity.
- b. Individuals in Salary Plan B positions that are eligible for overtime compensation who are required to perform work from home after their normal work hours due to a natural disaster, severe weather situation, or other non-recurring emergency circumstance shall receive overtime compensation for actual hours worked or one (1) hour of straight time, whichever is greater.
- c. No employee shall receive overtime compensation under this section unless the employee's activities were authorized in advance by the employee's immediate supervisor or someone in the employee's chain of command with greater administrative responsibility. (Added June 6, 2006)

(Amended by the Board of Trustees 11/11/14)

6.03 HOLIDAYS

Regular, full-time employees have the following paid holidays:

- New Year's Day
- Martin Luther King, Jr., Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- General Election Day
- Return Day (after 12:00 noon for employees living or working in Sussex County)
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Two Floating Holidays
- Any additional holidays so proclaimed by executive decree (Presidential and/or Gubernatorial) and approved by the President of the College

Legal holidays occasionally fall on days that the College instructional program is in session. When campus personnel are required to work on such days, they may take off another day in lieu thereof when the instructional program is not operating. To qualify for pay for a holiday, the employee shall be required to be in paid status, for a full day, on their last scheduled work day prior to the holiday and on their next scheduled work day after the holiday.

Guidelines for Floating Holidays, if not required by the President to be used on specific days when College facilities are closed:

- Floating holidays are to be used in whole day increments of 7.5 hours.
- Unused floating holidays will not carry forward from one calendar year to the next.
- Floating holidays used to supplement short-term disability or worker's compensation will apply in

whole day increments with no residual.

- Floating holidays are paid at straight time.

Employees hired on or after January 1 shall receive the following number of floating holidays based on their hire date:

Hire Dates:	Number of Floating Holidays employee will be entitled to for the remainder of the calendar year*
January 1 - April 30	2 floating holidays for the remainder of the calendar year
May 1 - August 31	1 floating holiday for the remainder of the calendar year
September 1 - December 31	0 floating holidays

*Employees shall automatically be entitled to two floating holidays on January 1 following their hire date

Employees will be paid for unused floating holidays when they separate from employment according to the following schedule:

Termination Dates	Number of Floating Holidays to be Paid
January 1 - April 30	0
May 1 - August 31	1
September 1 - December 31	2

For reasons such as energy savings, the President may specify days on which College facilities will be closed. The President may require that various holidays, including floating holidays, be taken on such days. Regular, part-time employees who are active in the state payroll system on the day before the College closes pursuant to this paragraph will be paid their normal wages for a period of one week while the College is closed based upon their standard work schedule.

(Amended Board of Trustees 4/17/2000; 4/12/2005; 9/15/09; 9/14/10 and 10/13/15.)

6.04 SEVERE WEATHER AND EMERGENCY CONDITIONS

In the event of severe weather conditions or other natural or man-made emergencies, decisions regarding campus closings (including late openings) will be made on a county-by-county basis by the respective Vice President and Campus Director. If a severe weather condition or other natural or man-made emergency develops during working hours, Vice Presidents and Campus Directors may allow their non-essential employees to leave work early. No loss of pay or utilization of accumulated leave or compensatory time will occur in the event of early dismissal for this reason.

1. Obligation of Employees

The respective Vice President and Campus Director shall indicate whether campus closings pertain to both staff and students, or to students only. If a severe weather condition or other natural or man-made emergency forces any employee to be late for work, the employee shall contact his/her supervisor, inform the supervisor of the impending lateness, and state the expected time of arrival for work. Reasonable delay in arriving at work due to poor travel conditions will not be a basis for charging annual leave or accrued compensatory time.

2. Essential "Report When Contacted" Employees

An essential employee is defined as one who is indispensable to the emergency service function of the

campus and is required to assist the campus in meeting its emergency operational needs. Any other employee can be requested to report to work when there is a compelling and justifiable operational reason.

Vice Presidents and Campus Directors, or their respective designee, shall name employees as essential depending upon their necessity in carrying out the emergency service responsibilities of the campus. These employees shall be notified accordingly in writing, and a list of these essential employees is to be posted in a conspicuous location.

The essential employee roster may not be changed after a state of emergency has been declared, except in those extraordinary situations which could not be foreseen where the Vice President and Campus Director determines a change is necessary to carry out the emergency service responsibilities of the campus or is in the best interest of the campus. An employee whose essential status is changed after a state of emergency is declared shall be so notified in person or by telephone by the Vice President and Campus Director, (President for the Office of the President) or his/her designee. However, the status of an employee designated essential at the time an emergency is declared and who reports to work during the emergency, shall not be changed with respect to that emergency. Depending on the type of emergency, the Vice President and/or his/her designee may exempt certain groups of essential employees.

If an essential employee is required to work but is specifically prevented by the police and/or other emergency personnel from traveling to his/her work site due to a severe weather condition or other natural or man-made emergency, and after notifying such emergency personnel of his/her essential status, the employee shall immediately notify his/her supervisor of the obstruction. If a State of Emergency is declared by the Governor for the area in which the employee/campus is located preventing travel on State roadways the employee shall be excused and not charged for the absence. An employee who is required to work but who does not report to work for any other reason shall immediately notify his/her supervisor and shall not be paid for the absence. An employee in this category, however, may request to use annual leave or accumulated compensatory time; however, the employee cannot assume that it will be granted and may be subject to disciplinary action if approval is not received by the Director of Administrative Services, or his/her designee, and they do not report to work. Before approving pay for after-the-fact sick leave during a declared emergency, the Vice President and Campus Director may require either a physician's certificate and/or a written statement by the employee setting forth the reason for the absence. All determinations as to whether leave will be approved or whether there will be docking and/or disciplinary action will be made on a case-by-case basis taking into consideration the totality of circumstances preventing the employee from reporting to work.

Essential employees who are required to work are entitled to compensation at their regular hourly rate plus equal time off for all hours worked during the normal workday or shift (7-1/2 hours). Such employees who work additional hours within the same workday shall be compensated for these hours in accordance with existing rules and personnel policies governing overtime payment with the exception that all paid absences are to be included as hours worked (i.e. annual, sick, compensatory time, etc.).

3. Record Keeping Requirements for Sick and Annual Leave

Any essential employee, who is on sick leave or annual leave during a declared severe weather or other natural or man-made emergency, shall not be charged leave for the duration of the emergency. Upon the employee's return to work from sick leave or upon his/her return to work from approved annual leave, the employee's leave records will be credited accordingly. (Revised June 6, 2006)

6.05 DUAL EMPLOYMENT OF ELECTED OR PAID APPOINTED OFFICIALS

Any person employed by the College who also serves in an elected or paid appointed position in state or local government shall have his or her pay reduced on a prorated basis for any hours or days missed during the course of the employee's normal workday or during the course of the employee's normal

workweek while serving in an elected or paid appointed position which requires the employee to miss any time which is normally required of other employees in the same or similar positions.

The employee shall have his or her immediate supervisor verify a time record stating specifically the number of hours worked on any day on which an employee misses work due to his or her elected or paid appointed position. The employee shall submit the time record to his or her immediate supervisor for verification at least once every pay period. Such reporting may be done on a form provided by the Campus Human Resources Office. All time records, so verified, shall be kept by the immediate supervisor until such time as they are required by the State Auditor. An employee may elect to use vacation, personal, or compensatory days to which he or she is entitled for any hours or days missed during the course of the employee's normal workday. The employee shall designate whether vacation, personal or compensatory leave is being used on the time record given to their supervisor.

No employee shall be permitted to make up time during hours other than the normal workday for purposes of compensation. Nothing herein shall limit a Campus Director's authority to approve an adjusted work schedule for an employee who serves in an elected or paid appointed position, in which case the employee's normal workday shall be as determined by the adjusted schedule.

(Added by Board of Trustees, 4/3/07)

Leaves of Absence

7.01 ANNUAL LEAVE *

Regular, full-time employees who are scheduled to work a minimum of 37-1/2 hours per week will earn annual leave as follows:

1. Employees earn annual leave at the rate of 13.25 hours per calendar month worked and/or paid (up to 159 hours per year). Normally only annual leave that is earned may be taken. An employee unable to accrue enough annual leave to cover the December/January holiday college closing period due to their initial full-time hire date, may borrow sufficient annual leave from the following calendar year's accrual to remain in paid status for the holiday closing period. In this case, no annual leave shall be taken until the borrowed amount has been earned. The Director of Human Resources shall review and confirm employee eligibility for this provision.

2. A maximum of 315 hours of accumulated annual leave may be carried over from one calendar year to the next. Hours in excess of 315 at the end of the calendar year will be forfeited. However, in exceptional circumstances, the Vice President may approve a written request to carry over up to 352.50 hours. Justification for the request must include a statement that the College required the individual to work and adequate time could not be provided to permit the individual to exhaust the excess days.

Temporary, full-time employees who are scheduled to work a minimum of 37- 1/2 hours per week will earn annual leave based on their contracted months as follows:

One to eight months shall not earn annual leave.

Nine months or more shall earn annual and sick leave with payoff of annual leave at expiration of employment period.

Full-time employees who work 30 or more hours but less than 37-1/2 hours per week will earn annual and sick leave at the above rates and limitations on a pro rata basis. For regular, full-time employees who directly transfer from another State of Delaware agency, the College will accept annual leave up to a maximum of 157.50 hours. For temporary, full-time employees who directly transfer from a temporary, full-time position into a regular, full-time position, the College will retain any accrued annual leave.

Employees may take annual leave only during their work schedule periods. When such leave is taken, employees may not simultaneously perform any work for the College. Except in cases of actual emergencies, an employee requesting annual leave must obtain the written approval of his/her immediate supervisor and Dean/Director or appropriate administrator before commencing the leave. For reasons such as energy savings, the President may specify days on which College facilities will be closed. The President may require that annual leave be taken on such days.

*Annual Leave accrual and usage conversion from days to hours effective January 1, 2002.

7.02 (a) SICK LEAVE *

1. Regular, full-time employees earn sick leave at the rate of 9.50 hours per calendar month worked and/or paid (up to 114.00 hours per year). Normally only sick leave that is earned may be taken. Approved sick leave absences extending beyond the number of accumulated sick leave hours will automatically be charged to accrued balances of compensatory time (Salary Plan B employees) then annual leave, unless prior approval has been obtained for an unpaid leave of absence (see FAMILY AND MEDICAL LEAVE ACT, 7.08 and/or EXTENDED LEAVE OF ABSENCE WITHOUT SALARY, 7.12 of this Section).

2. There will be no limit to the number of accumulated sick leave hours which may be carried over from one calendar year to the next; but for cash payment (see TERMINAL PAY, Section VIII, 8.02) a maximum of 675 hours shall apply.

3. Employees may designate up to 22.5 hours of their accumulated sick leave as "Personal Leave" with prior supervisor approval. Supervisors have discretion to approve/disapprove Personal Leave requests based on the operational needs of the College. This leave can be used for personal business such as attending parent/teacher conferences, volunteering for field trips, observing religious holidays, attending to legal or other personal matters. Personal Leave may be taken on no more than three occasions during a calendar year. Each scheduled workday, or portion thereof, for which Personal Leave is taken shall be an "occasion" for purposes of this policy. Personal Leave is not to be used: (a) in lieu of, in conjunction with, or to extend annual leave required over the Winter Holiday Break; (b) in conjunction with or to extend other annual leave periods; in conjunction with or to extend a paid holiday; or (c) to extend resignation or retirement dates.

(Added Board of Trustees, 6/07; revised 4/07; revised 4/16).

4. Temporary, full-time employees who are scheduled to work a minimum of 37- 1/2 hours per week will earn sick leave at the same rate based on their contracted months as follows:

- One to eight months shall not earn sick leave.
- Nine months or more shall earn annual and sick leave with payoff of annual leave at expiration of employment period.

5. Full-time employees who work 30 or more hours but less than 37-1/2 hours per week will earn sick leave at the above rates and limitations on a pro rata basis.

6. For regular, full-time employees who directly transfer from another State of Delaware agency, the College will accept all previously accrued and unused sick leave. For temporary, full-time employees who directly transfer from a temporary, full-time position into a regular, full-time position, the College will retain any accrued sick leave.

7. An employee eligible for sick leave with pay may use such sick leave for absence due to:

- Illness, injury or other disability, including periods in which a physician has certified the employee as being unable to work due to disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.
- Family illness (see FAMILY ILLNESS, 7.04 of this Section).
- Appointments with doctors, dentists, or other recognized practitioners.
- For child care purposes upon the birth of a child of the employee or the employee's spouse or domestic partner, or upon the adoption of a pre-kindergarten age child by the employee.

8. Absences of five (5) consecutive work days or more require a doctor's certificate verifying the necessity for the absence, and in the case of the employee's own illness/injury, a release to return to duty prior to returning to work. The President or appropriate Vice President may, in his/her sole and absolute discretion, require a doctor's certificate verifying the same information for absences of less than five (5) consecutive work days. Failure to provide required documentation may result in the employee's pay being docked and/or disciplinary action for the number of days absent in lieu of using paid leave.

9. Employees may take sick leave only during their work schedule periods. When such leave is taken, employees may not simultaneously perform any work for the College. Except in cases of unforeseen illness or an actual emergency, an employee requesting sick leave must obtain the written approval of his/her immediate supervisor and Dean/Director or appropriate administrator before commencing the leave.

(See FAMILY AND MEDICAL LEAVE ACT, 7.08 of this Section, for provisions for unpaid leaves related to the employee's illness, injury, or other disability, and to family illness.)

*Sick Leave accrual and usage conversion from days to hours effective January 1, 2002.
(Amended Board of Trustees, 4/10/2001, 9/13/2001, 6/6/2006)

7.02 (b) CATASTROPHIC LEAVE

Delaware Technical Community College offers a Catastrophic Leave Bank Program to provide employees an opportunity to support their peers who are facing a major health crisis. The program allows employees to provide assistance in the form of donated sick leave to a bank. It was developed as part of College efforts to create a caring environment. While the program establishes a mechanism for sick leave donations, participation is voluntary. The President shall have the authority to issue such rules and regulations as necessary to implement and continue this program.

Catastrophic Illness Definition: A Catastrophic Illness is defined as any illness or injury to an employee which is diagnosed and certified by a physician as rendering the employee unable to work or affecting a member of the employee's immediate family who has a serious health condition requiring personal care by the employee. The policy will not apply to short-term or sporadic conditions or illnesses. Each case must be examined and decided based on its conformity to policy intent and must be handled consistently and equitably. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the continuing services of a licensed health care provider. A qualifying illness or injury might include, but is not limited to, cancer, major surgery, serious accident, heart attack, etc. Exclusion examples: Normal pregnancy, common illness, and illness/injury covered by worker's compensation. This program is not intended to cover cases of inappropriate leave usage.

(Added Board of Trustees, 11/14/2000, amended 4/12/2005)

7.03 PREGNANCY, CHILDBIRTH and ADOPTION LEAVE

Employees may utilize accumulated sick leave, accumulated annual leave, leave without pay including Family and Medical Leave during periods in which they are certified by their physician as being unable to work due to disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.

Accumulated annual leave, sick leave, or leave without pay may be requested for absences extending beyond the period of certified disability.

Employees who have been continuously employed on a full-time basis for at least one year at the time of application for leave can, upon prior approval by the appropriate Vice President and Campus Director (President for Office of the President employees), use accumulated sick leave to travel out of the United States for adopting a child from a foreign country if the employee provides documentation that he/she has applied for the adoption and that the travel is required for the adoption to be approved. Neither annual nor sick leave will accrue during the leave of absence if it is without pay.
(Amended June 6, 2006)

7.04 FAMILY ILLNESS

Absence from work with pay is permitted in situations where the presence of the employee is required to care for a family member, to accompany a family member to a physician, or where the absence of the employee would have a direct negative impact on the family member's medical condition. "Family member" is defined as the employee's spouse, son, daughter, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, brother, sister, step-parent, domestic partner (a person with whom the employee's life is interdependent, with whom the employee maintains a committed relationship, and with whom the employee shares a mutual residence), son, daughter, daughter-in-law, or son-in-law of the employee's spouse or domestic partner, and any minor child for whom the employee is standing in loco parentis. Such leave shall be charged against the employee's sick leave. Documentation from the attending physician to support the request of such sick leave usage may be required by the respective Vice President and Campus Director. (For leaves without pay due to family illness, see FAMILY AND MEDICAL LEAVE, 7.08, and EXTENDED LEAVES OF ABSENCE WITHOUT SALARY, 7.12 of this Section).

7.05 DEATH IN FAMILY

Regular full-time or temporary full-time (greater-than-nine-months) employees shall be granted up to five (5) working days of leave with pay (not charged to other leave time) to be taken within 30 days from initial request. This leave is to be used for travel, making arrangements, attending services, and/or tending to post-funeral business related to the death of the employee's immediate family member. Immediate family member relationships listed below are applicable to the employee and/or that of an employee's spouse or domestic partner.

- *spouse
- *domestic partner (a person with whom the employee's life is interdependent, with whom the employee maintains a committed relationship, and with whom the employee shares a mutual residence)
- *daughter
- *son
- *parent
- *grandparent
- *grandchild
- *brother
- *sister
- any minor child for whom the employee is standing in loco parentis

- any adult (limited to 2) who served in loco parentis for the employee when the employee was a minor child
- any relative of the employee living in the employee's home at the time of death

* Immediate family status also applies to "in-law" and "step" relationships.

One day (not charged to other leave time) shall be granted to attend services for the nephew, niece, aunt, uncle or first cousin of the employee/spouse/domestic partner or any non-relative residing in the home of the employee at the time of death.

Supervisors, at their discretion, may request documentation for the requested bereavement leave and justification for any additional annual leave that may be requested in conjunction with the specific bereavement occurrence.

Requests for exceptions may be considered in extenuating circumstances by routing them through the Human Resources office. The vice president for human resources will review for further action.

(Amended Board of Trustees, 6/15/1999, 4/12/2005, 4/3/07, 4/12/11, 4/10/18)

7.06 MILITARY LEAVE

A. TEMPORARY ACTIVE DUTY OR FIELD TRAINING LEAVE WITH PAY

Military leave of absence for temporary active duty or for field training is with pay, but not to exceed fifteen (15) working days per calendar year, and will not be charged to annual leave.

B. SERVING ON VETERAN FUNERAL DETAIL

Any state employee who is a veteran or a member of the National Guard Reserve may serve on one veteran funeral detail per calendar year without loss of pay, vacation, sick leave or personal leave credit. (29 Del Code § 5121)

C. TEMPORARY ACTIVE DUTY LEAVE WITHOUT PAY

In the case of any employee who is called to the service of or voluntarily enters the armed forces of the United States or the National Guard of the State, when in continuous active service, such employee shall be granted a leave of absence not to exceed five years. Upon the completion of such leave of absence and service, such employee shall be reinstated in the position held at the time that such leave of absence was granted, and such employee shall be continued in employment under the same terms and conditions as if such employee had been in the continuous service of such employing agency during the period of the leave of absence." (See EXTENDED LEAVES OF ABSENCE WITHOUT SALARY, 7.12 of this section. (29 Del Code § 5105, (a))

(Section c. amended by Board of Trustees 9/13/06)

D. SALARY CONTINUATION FOR EMPLOYEES ON AUTHORIZED MILITARY LEAVE

Employees called to active military service for any operational mission to augment active forces as ordered are eligible for a continuation of their State salary, less any military compensation received. Military compensation shall include base salary, basic allowance for quarters (BAQ), basic allowance for subsistence (BAS), hazardous duty pay and all other supplemental compensation. Specific procedures for implementation of salary continuation are contained in the Manual of Procedural Guidelines, Salary Continuation Guidelines for Employees on Authorized Military Leave.

- Employees receiving continuation of their State salary will be placed either on a "Military Leave Without Pay" if they are to receive their pay when they return from active duty or on a "Military Leave With Pay" if they are to receive their biweekly pay while on active duty.

- Employees will not accumulate holidays, sick leave, or annual leave while in a leave status.
- In accordance with State and Federal Statutes, they will be credited with State Service for the amount of time on Military Leave upon their return to active employment.
- State compensation shall be limited to base salary.
- Salary continuation checks will be subject to applicable Federal, State, and City of Wilmington taxes, FICA (if position is FICA eligible), and pension contributions (if employee is in a pension eligible position). No Other deductions, except garnishments, will be made from the salary continuation checks.
- Claims must be filed within 90 days of release from active duty.
- Employees requesting continuation of their salaries are required to initiate the process by completing Sections B and C of the Application for State Salary Continuation Form and submitting the form, along with a copy of their orders and military pay voucher, to their Human Resources office within 90 days of release from active duty. Human Resources personnel will complete Sections A and D of the Application and verify the orders in connection with the operational mission and verify the accuracy of the military pay voucher.
- Employees are required to submit a completed application, including supporting documentation, for each pay period for which they are requesting salary continuation.
- Employees who elected to use paid Military Leave and/or Annual Leave may reinstate their Annual Leave and/or Military Leave hours equivalent to the amount of their salary continuation (Annual Leave/Military Leave hours should be rounded to the next higher quarter of an hour).
- Reinstatement of Military Leave is restricted to the amount of Military Leave used during the current calendar year. See example calculation in Manual of Procedural Guidelines, Salary Continuation Guidelines for Employees on Authorized Military Leave. (Del. Code 29§ 5105 (b))
(Board of Trustees added 09/14/10)

(Revised Board of Trustees, 4/12/16)

7.07 JURY DUTY AND APPEARANCE AS WITNESS

Employees who, during their regular working hours, actively serve on jury duty or are under subpoena as a witness, when not a principal, shall be paid at their regular rates of pay. Appropriate documentation will be required. Employees shall return to work within a reasonable time on days released from such duty.

Any employee appearing on behalf of the College before a court, legislative committee, or judicial or quasi-judicial body will be excused with pay.

7.08 FAMILY AND MEDICAL LEAVE ACT

1. Purpose

In compliance with the Family and Medical Leave Act of 1993 (FMLA), the College requires eligible employees to take leave with or without pay depending on available accrued leave time for a period of up to 12 workweeks in any 12 month period for any one of the reasons listed below. Employees on FMLA shall use available accrued sick and/or annual leave with the exception of five days annual leave and five days of sick leave.

- a. For the birth and care of the employee's newborn son or daughter;
- b. For the placement with the employee or employee's domestic partner of a son or daughter for adoption or foster care;
- c. To care for the employee's spouse, domestic partner, parent or individual who stands or stood in loco parentis, son or daughter (including stepchild, foster child, child of an employee standing in loco parentis)

or child of domestic partner) who has a serious health condition; or

d. For a serious health condition (including illness or injury) that makes the employee unable to perform the essential functions of the employee's position

e. For any qualifying exigency arising out of a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of Title 10, United States Code issued to the spouse, or a son, daughter, or parent of the employee (or notification of an impending call or order to active duty) in support of a contingency operation.

The entitlement to leave for a birth or placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such birth or placement. In cases where the necessity for leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule such treatment so as not to unduly disrupt College operations.

Injuries or illness for which an eligible employee is receiving worker's compensation benefits shall not be charged to FMLA leave unless requested by the employee.

2. Service Member Family Leave

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period.

3. Combined Leave Total

During the single 12-month period described in Subsection 2, an eligible employee shall be entitled to a combined total of 26 workweeks of leave under Subsections 1 and 2. Nothing in this subsection shall be construed to limit the availability of leave under Subsection 1 during any other 12-month period.

4. Eligibility

In order to qualify for FMLA leave, the employee must have been employed by the State of Delaware for at least one year; and have worked at least 1,250 hours during the 12-month period immediately preceding the first day of the requested leave.

5. Procedure

When the leave is foreseeable, an employee must provide 30 calendar days advance notice by submitting a "Request for Family or Medical Leave" form to his/her supervisor for approval. When a request for service member family leave is foreseeable, or when the date of birth or placement or the date of treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

A "Certification of Health Care Provider" form must also be submitted for the reasons cited in Subsection 1.c, Subsection 1.d or Subsection 2 above. Blank "Request for Family or Medical Leave" and "Certification of Health Care Provider" forms may be obtained from the campus Human Resources Office.

Military Caregiver certification is required to support a request for leave to care for a covered family service member. A "Certification for Serious Injury or Illness of Covered Service Member" form can be obtained from the campus Human Resources Office. Exigency Leave certification is required to support a request for leave for one of the seven qualified reasons for exigency. A "Certification of Qualifying Exigency for Military Leave" form can be obtained from the campus Human Resources Office.

The request for leave shall be subject to the approval of the Vice President and Campus Director (President for employees of the Office of the President). The request for leave may be denied if the advance notice and medical certification requirements are not met.

Employee eligibility is determined, and notice of eligibility status must be provided, the first time the employee takes leave for an FMLA-qualifying reason in the employer's designated 12-month period. The eligibility notice may be either oral and in writing and must

- Be provided within **five business days** of the initial request for leave or when the employer acquires knowledge that an employee leave may be for an FMLA-qualifying reason;
- Inform the employee of his or her eligibility status; and
- If the employee is determined to be *not* eligible for FMLA leave, state at least one reason why.

If FMLA leave is not requested by the employee and the leave exceeds 10 working days and is determined to be due to a qualifying event under the FMLA, the leave will be designated by the College as FMLA leave.

While medical certification to support a request for leave because of a serious health condition is a requisite part of the physician certification form, a second or third opinion may be required (at the College's expense).

Other detailed information relating to FMLA may be obtained from the Human Resources Office.

6. Period of Leave

An eligible employee may take up to 12 workweeks leave during an FMLA 12-month eligibility period (or 26 weeks in a case involving Service Member Family Leave). The FMLA 12-month eligibility period means the 12-month period measured forward from the date an employee first takes FMLA leave. After a 12-month period following the completion of an FMLA leave, an employee is eligible for another FMLA leave.

7. Benefits Which are Continued During Paid FMLA Leave

While on paid FMLA leave, the employee will continue to accrue annual leave and sick leave, and the employee is entitled to have his/her existing College health and life insurance benefits maintained (including any State of Delaware share of the monthly cost). For full-time employees this includes: health insurance, Blood Bank, vision, dental, and life insurance under the College's Flexible Benefits Plan. If an employee was paying all or part of the premium payments prior to leave, the employee would continue to pay that amount during the leave period. Employees should forward payments for their share to: Human Resources and Legal Affairs Department, Office of the President, P.O. Box 897, Dover, DE 19903. Failure by the employee to make his/her share of such contribution within 30 days after the payment due date will result in termination of coverage.

8. Benefits Which are Discontinued During Unpaid FMLA Leave

Holiday pay, annual leave, and sick leave are not earned during unpaid FMLA leave. Other benefits which are discontinued during unpaid FMLA leave are: disability insurance, Worker's Compensation, Unemployment Insurance, as well as contributions to the State of Delaware Pension Plan and Social Security, by both the State and the employee.

9. Intermittent or Part-time FMLA Leave

An eligible employee may take FMLA leave on an intermittent or part-time basis rather than all at once.

In order to accommodate FMLA leave on an intermittent or part-time basis, the Vice President and Campus Director may temporarily alter an existing position or transfer an employee to an alternative position with equivalent pay and benefits.

11. Return to Work After FMLA Leave

In the event that an employee does not return to work or works for less than 30 calendar days upon the expiration of an FMLA leave or approved extension of leave, the College's share of benefits premium payments shall be recovered from the employee for any period of unpaid leave except for the following circumstances: the serious health condition of the employee or the employee's spouse, son, daughter, parent or service member being cared for by the employee; or another reason beyond the employee's control. An employee who is unable to return to work due to the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave shall be required to provide a certification issued by the health care provider for the employee or the qualifying family or service member, as the case may be.

Other provisions regarding return to work after FMLA leave may be found in RETURN TO WORK UPON TERMINATION OF LEAVE, 7.13 of this Section.

(Amended Board of Trustees, 6/15/1999; 6/2/2009; 11/11/14)

7.09 PROFESSIONAL AND PUBLIC SERVICE LEAVES OF ABSENCE

Professional and public service leaves of absence, of whatever duration, with or without pay, requested by an employee in accordance with the provisions of this manual will be approved only if the appropriate Vice President and Campus Director (or President for Office of the President), in his/her sole and absolute discretion, determines that such leave would be beneficial to the College. In making a decision to grant or deny a request for such a leave of absence, the foremost consideration of the Vice President and Campus Director (or President for Office of the President) shall be the benefit that likely will accrue to the College if the request is granted and the extent to which granting such leave would create inconvenience to the College. The denial of a leave of absence pursuant to this provision shall not be reviewable and is not subject to the grievance procedure set forth in Section XIII, 13.02, of this manual.

7.10 LONG-TERM PROFESSIONAL LEAVES WITH SALARY

1. Purpose

The professional leave policy of the College is for the purpose of improving the College program through the professional development of the staff (e.g., related industrial training, education, research, writing, employment experience, travel, etc.).

2. Eligibility

Application for such leave may be made by any regular, full-time staff member after completion of six (6) continuous years of service with the College (exclusive of unpaid leaves of 60 days or more) but not less than six (6) years following the conclusion of any previous long-term professional leave.

3. Duration

A long-term professional leave shall not exceed one (1) year in length. For paid professional leaves of 60 working days or less, see SHORT-TERM PROFESSIONAL LEAVES WITH SALARY, 7.11 of this Section.

4. Compensation

Compensation of the employee while on leave will be based on the individual's current annual base rate in accordance with the following formula:

Full-year leave - one-half the annual base rate in effect immediately prior to commencement of the leave.

Less than a full-year leave - one-half the annual base rate in effect immediately prior to commencement of the leave prorated for the period of leave.

Eligibility for benefits such as pension, health, life and disability insurance is subject to applicable laws and regulations and the terms of various group insurance policies. An employee on professional leave shall receive any salary increments which become effective during the period of professional leave. He/she shall not accrue sick and annual leave.

Professional leaves are granted with the understanding that the staff member taking such a leave will allow the College to benefit from its "investment" by serving at least one full year on a full-time basis after the completion of the leave, regardless of the duration of the leave. Failure to render such service will be considered a violation of an ethical obligation; furthermore, in the case of such failure, the recipient will refund the amount of salary paid him/her by the College during the period of professional leave, and the leave will be considered unapproved. The recipient of a professional leave may not accept full-time employment with another State of Delaware institution or agency while on such leave without the prior written consent of the College.

Upon expiration of the professional leave, the individual shall have the privilege of returning to the same position or classification held prior to the leave.

5. Application

Application for professional leave shall be submitted in writing to the campus Human Resources Office accompanied by a statement from the immediate supervisor as to the impact such leave likely would have on the department and/or division. Application for leave shall be filed not later than January 1 of the academic year preceding the professional leave. The application shall include a statement of goals and objectives designed to increase the staff member's value to the College. The leave period beginning and ending dates will be scheduled so as to be consistent with the scheduled academic calendar. Upon returning from a professional leave, a full, written report covering the use and implications of the professional leave will be completed and submitted to the immediate supervisor. The recipient will be expected to share experiences with other College staff members.

6. Selection

The maximum number of professional leaves will be one regular, full-time staff member from each campus and one appointment by the President, provided funds, if needed, are available. If a campus, or the Office of the President, does not have a qualified request for a specific year, the President may reallocate any unused professional leaves among other campuses. Priority shall be given based on length of service, past contributions to the College, and the equitable distribution of leaves over a period of years among the various divisions and/or departments within the campus and the Office of the President.

The procedure for selection of recipients will be:

A. A committee on professional leave on each campus and one in the Office of the President will review any application(s) and give its recommendation with appropriate documentation to the Vice President and Campus Director for the campuses and to the President for the Office of the President by May 1. The Committee recommendation and the approval or disapproval thereof by the President or the applicable Vice President and Campus Director, are determinations within its or their sole and absolute discretion and are not reviewable or subject to the grievance procedure.

B. Applicants will be notified not later than June 1 of the decision of the Vice President and Campus Director or President for the Office of the President.

C. The recipient must confirm in writing to the Vice President and Campus Director (President for Office of the President) by June 15 the decision to accept or reject the leave.

D. Terms and conditions of the leave, including beginning and ending dates, shall be specified in a written agreement to be signed by the employee and the Vice President and Campus Director (President for Office of the President). A copy of the agreement shall be forwarded to the Human Resources and Legal Affairs Department in the Office of the President at the time it is granted.

7. Professional Leave Committee

The campus committee shall consist of seven (7) members with the chairperson selected from the group. Representation will be:

Four members from Salary Plan A

Two members from Salary Plan B

One member from Salary Plan D

The committee in the Office of the President shall consist of five (5) members with the chairperson selected from the group. Representation will be:

Two members from Salary Plan B

Three members from Salary Plan D

Committee members shall be selected by the groups they represent, serve for a term of one academic year, and must not be applicants for a professional leave during the year in which they are serving on the committee. In the event of vacancies, the representative group will be responsible for selecting a replacement.

7.11 SHORT-TERM PROFESSIONAL LEAVES WITH SALARY

1. Purpose

The sole purpose of short-term professional leaves shall be for staff development in areas that will benefit the College. Upon expiration of the leave, the individual shall have the privilege of returning to the same position or classification held prior to the leave.

2. Eligibility

Employees with three (3) years of continuous full-time employment with the College shall be eligible to apply. In unusual circumstances this service requirement may be waived by Vice Presidents and Campus Directors with the concurrence of the President for campus employees. It may also be waived by the President for Vice Presidents and Campus Directors and employees of the Office of the President.

3. Duration

Short-term leaves of absence shall not exceed 60 working days.

4. Compensation

Compensation of the employee while on leave will be negotiated by the Vice President and Campus Director (President for Office of the President) prior to approval of the leave. Terms and conditions of the leave, including beginning and ending dates, shall be specified in a written agreement to be signed by the employee and the Vice President and Campus Director (President for the Office of the President). All benefits (subject to eligibility requirements) shall continue during these leaves, including accumulation of annual and sick leave.

5. Selection

Short-term leaves of absence may be granted campus employees by the Vice President and Campus Director with concurrence of the President and within constraints of available campus funds. Such leave may be granted Office of the President employees with approval of the President within constraints of available funds of the Office.

7.12 EXTENDED LEAVES OF ABSENCE WITHOUT SALARY

1. Purpose

An extended leave of absence may be granted to a regular, full-time employee for the reasons cited below, at the discretion of the Vice President and Campus Director for campus employees and the President for employees of the Office of the President.

2. Procedure

A request for a leave of absence must be made in writing stating the reason, date to become effective, and the date of return to work. The request is to be submitted to the immediate supervisor and shall be subject to the approval of the Vice President and Campus Director (President for employees of the Office of the President). The applicant will be notified of the decision in writing within 15 working days of the receipt of the request.

3. Types of Leaves of Absence Without Salary

a. Professional Leave

b. Public Service Leave

c. Military Leave (See also MILITARY LEAVE, 7.06 of this Section.)

d. Personal Leave for reason(s) acceptable to the College

4. Length of Service Qualification.

A leave of absence without salary may be granted to any regular, full-time employee after he/she has been employed for not less than one year. This service requirement may be waived by the Vice President and Campus Director for campus employees. It may also be waived by the President for Vice Presidents and Campus Directors and for employees of the Office of the President.

5. Period of Leave of Absence

A leave of absence without salary normally may not exceed twelve (12) consecutive calendar months.

6. Opportunity for Reemployment

Except as set forth below, an employee granted such leave shall be reinstated to the same position or classification at the expiration of the leave.

The College, except as otherwise may be required by applicable law, shall have no obligation to reinstate an employee returning from such leave (a) if his or her prior position has been eliminated due to a restructuring of the College, its faculty, or the employee's department or campus; (b) if, in the sole and absolute discretion of the appropriate Vice President and Campus Director, funding constraints make such reinstatement contrary to the best interests of the College; or if, after reasonable efforts have been made, the College is unable to identify a suitable position for the employee seeking reinstatement.

7. Employment While on Extended Leaves of Absence

Employment while on leave will be cause for termination unless specifically approved in writing in advance by the Vice President and Campus Director or President for employees of the Office of the President.

8. Benefits Which are Discontinued During a Leave of Absence Without Salary

Holiday pay, annual leave, and sick leave are not earned during a leave of absence without salary. During a leave of absence without salary, contributions to the State of Delaware Pension Plan by both the State and the employee are discontinued. Accrued benefits are not forfeited and cannot be withdrawn during a leave of absence.

If an employee is reinstated upon the expiration of the leave, pursuant to paragraph 6 above, he or she shall prospectively receive any annual base rate increments which became effective during the leave period.

9. Rights and Privileges Which are Continued During Leave

During leaves of absence without pay, an employee may continue College insurance coverage, contingent upon the terms of the insurance policies concerned and applicable State laws and regulations, by paying premiums to the College.

(Revised by the Board of Trustees 11/11/14)

7.13 (a) RETURN TO WORK UPON TERMINATION OF LEAVE

All employees are required to return to work full duty with no restrictions and/or limitations that would prevent them from performing the usual and customary duties required by their employment. If an employee cannot perform the essential functions of his/her current position, the employee may not return to work. Notwithstanding the forgoing, an employee shall be permitted to return to work despite the presence of medical restrictions and/or limitations when such restrictions or limitations do not affect his/her ability to perform the essential functions of the employee's position that are reasonably anticipated to be required during the period when the restrictions or limitations are in effect.

An employee who failed to return to work at the expiration of leave, or who fails to request and receive approval by the vice president and campus director for an extension of leave, will be considered to have abandoned the position and a notice of termination of employment will be sent to the employee. Such a termination will be considered a voluntary resignation.

In the case of a leave taken for the employee's own serious health condition, the employee shall provide certification from a doctor documenting a complete ability to perform all essential duties of the position typically performed by the employee prior to returning to work. The College does not provide light duty. a

"light duty" assignment is one where an employee is excused from performing one or more of the essential duties and principal accountabilities of the position that would ordinarily be performed by the employee.

On return from FMLA leave, an employee is entitled to be returned to the same position or same classification held when leave commenced. Such an employee shall prospectively receive any annual base rate increments which became effective during the FMLA leave period.

In the event the employee does not return to work within 30 calendar days upon expiration of FMLA leave (or any associated approved extended leave without pay), the College is entitled to recover its contributions made during the FMLA leave, unless the reason the employee does not return is due to the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or to circumstances beyond the employee's control.

(Amended Board of Trustees 4/10/18)

7.13 (b) UNAUTHORIZED ABSENCES

No employee shall absent oneself from duty without authorization from the immediate supervisor and Dean/Director or appropriate administrator except in case of emergency illness, accident, or serious unforeseen circumstances. Such emergency conditions should be brought to the attention of the supervisor and Dean/Director or appropriate administrator as soon as practicable.

An employee who is absent from work for less than three (3) consecutive working days may receive disciplinary action up to and including termination. An employee who is absent from work without an approved leave for three (3) consecutive working days, may be deemed to have abandoned his/her position and to have resigned his/her employment from the College. However, within five (5) working days of the date of the notice if an employee provides adequate justification for the absence to the satisfaction of the Dean/Director, final approval of the resignation may be rescinded. In the event of abandonment, the employee shall be notified in writing via certified mail by the Vice President and Campus Director that such abandonment constitutes voluntary resignation.

Nothing contained herein shall be construed as preventing the supervisor and/or Dean/Director or appropriate administrator from taking disciplinary actions against an employee because of unauthorized absence(s).

(Added Board of Trustees, 4/12/2005)

7.14 STAFF DEVELOPMENT ACTIVITIES WHILE ON FULL-TIME EMPLOYMENT

The College strongly encourages all employees to continue planned activities leading to further professional growth. To assist in this effort, the following educational opportunities are offered:

1. Delaware Tech

Regular, full-time employees may enroll in and attend Delaware Tech catalog courses during each academic term, including one course during working hours which must have the prior approval of (a) the immediate supervisor, (b) the appropriate Dean, Director, or manager, and the Vice President and Campus Director (President for Office of the President). In the opinion of the foregoing College officials, any course taken during working hours must be of such a nature as to improve the employee's work contribution to the College, or count toward a degree which will improve the employee's work contribution to the College. Excused time for attending and traveling to and from the location at which a course taken during regular working hours is offered shall not exceed six (6) hours during each week the employee attends the course. However, during summer sessions, excused time for attending Educational Technology Certificate courses may exceed six (6) hours. Regular part-time employees and temporary part-time employees who are not

employed in a position that requires enrollment as a student as a condition of employment may enroll in and attend Delaware Tech credit courses each academic term but must attend such courses outside of their working hours.

Registration for Delaware Tech catalog courses will be on a space-available basis (after minimum enrollments have been met) with paying students being given registration preference. Tuition for such courses, except those offered under contract(s) or consortium agreement(s) with other institutions, will be paid by the College. Employees shall not be required to pay Application and Student Service Fees, but shall be required to pay lab fees. The cost of books, supplies and other materials required for such courses will not be paid by the College.

(Revised Board of Trustees June 5, 2007; 11/11/14)

2. Tuition Exchange Program (University of Delaware and Delaware State College Courses)

Under the terms of the Tuition Exchange Program, regular, full-time employees may enroll in and attend, during each academic term, an academic credit course for up to four (4) credits at either the University of Delaware or Delaware State College with the tuition paid by Delaware Tech. Employees may enroll in and attend such a course during regular working hours with the approval of (a) the immediate supervisor, (b) the appropriate dean, director, or manager, and the Vice President and Campus Director (President for Office of the President). In the opinion of the foregoing College officials, such course taken during regular working hours must be of such a nature as to improve the employee's work contribution to the College, or count toward a degree which will improve the employee's work contribution to the College; excused time for attending and traveling to and from the location at which such course is offered shall not exceed six (6) hours during each week the employee attends the course. Under the terms outlined in the Tuition Exchange Program, enrollment of full-time employees cannot displace regular tuition-paying students from classes; also, continued enrollment in the Program may be denied if a course is not successfully completed. To participate in the Tuition Exchange Program, interested employees must complete and return a "Request for Tuition Exchange Program" form to the Registrar's Office of their campus. Tuition for non-credit courses at the above institutions, including certificate programs, will not be paid by the College.

3. Tuition Reimbursement Program (Other Post-Secondary Academic Institutions)

Regular, full-time employees who enroll in, attend, and successfully complete one (1) post-secondary academic credit course, up to four (4) credits, during an academic term at a regionally accredited post-secondary academic institution other than those listed in Paragraphs 1 and 2 above, may be reimbursed at the end of the academic term for the tuition cost. The amount of such per credit reimbursement shall be up to, but not exceed, the Delaware Tech per credit tuition rates used for the Tuition Exchange Program. Employees may enroll in and attend such a course during regular working hours with the approval of (a) the immediate supervisor, (b) the appropriate Dean, Director, or manager, and the Vice President and Campus Director (President for Office of the President). In the opinion of the foregoing College officials, such course taken during regular working hours must be of such a nature as to improve the employee's work contribution to the College, or count toward a degree which will improve the employee's work contribution to the College. Excused time for attending and traveling to and from the location at which such course is offered shall not exceed six (6) hours during each week the employee attends the course. To participate in the Tuition Reimbursement Program, interested employees must complete and return a "Request for Tuition Reimbursement" form to the Business Office of their campus along with documentation verifying amount of tuition paid and successful completion of the course (a grade of "C" or better, "Pass" for a "Pass/Fail" course, or "Satisfactory" for a "Satisfactory/Unsatisfactory" course).

Regular, full-time employees may enroll in and attend a total of one (1) course during regular working hours each academic term.

Employees are eligible to take one (1) Tuition Exchange course and one (1) Tuition Reimbursement course per academic term. The College acknowledges and accepts "academic term" as it is defined by the

offering institution, e.g. semester, quarter, session, block. During an academic year (September 1 through August 31), regular, full-time employees will be eligible to receive reimbursement and/or course payment for a maximum of 15 credit hours.

7.15 OTHER LEAVES WITH PAY

a. LEAVE FOR OLYMPIC COMPETITION:

A regular, full-time and temporary, full-time for nine months or more employees shall be granted a leave of absence with pay to train and participate as a member of the United States team in any competition sanctioned by the United States Olympic Committee, in the capacity of coach, athlete, official, trainer, or group leader. Any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel and return from the site of the competition and a reasonable time for precompetition training with the team at the site, or 90 working days, whichever is less. (As a result of provisions in 29 Del Code § 5113)

b. LEAVE FOR BONE MARROW OR ORGAN DONATION

In any calendar year, a regular, full-time and temporary, full-time for nine months or more employee is entitled to the following leave without loss or reduction of pay, leave to which the employee is otherwise entitled, and credit for time or service, to serve as a bone-marrow donor or organ donor:

i. No more than seven (7) work days of leave to serve as a bone marrow donor;

ii. No more than thirty (30) work days of leave to serve as an organ donor. (As a result of provisions in 29 Del Code § 5122)

c. LEAVE FOR VOLUNTEER EMERGENCY DUTY

A regular, full-time and temporary, full-time for nine months or more employee who is an active volunteer firefighter or active auxiliary member may, with the approval of the Vice President and Campus Director (President for Office of the President), be permitted to respond to fire, rescue, ambulance, or other emergency calls during regular hours of employment without loss of pay, vacation, sick leave or personal leave credit. (As a result of provisions in 29 Del Code § 5119)

Salary Plans and Terminal Pay

8.01 SALARY PLANS

The Board of Trustees has established Salary Plans covering the computation of salaries and other terms and conditions relating to compensation. Copies of these plans are available for inspection in campus libraries and, for employees of the Office of the President, in the Human Resources and Legal Affairs Department.

All Salary Plans are reviewed periodically and, subject to the availability of funds, revisions and adjustments are made to eliminate inequities and assure the maintenance of proper salary levels.

8.02 TERMINAL PAY

1. Annual Leave

Upon termination for any reason, regular, full-time employees shall be entitled to payment for all accumulated unused annual leave, unless such employees directly transfer to another State agency. In

such cases, their annual leave must be transferred to the receiving agency to the extent the receiving agency will accept such leave. Any annual leave balance remaining after transfer will be paid to the employee by the College.

In the event of death, payment shall be made to the employee's estate.

2. Sick Leave*

At retirement, or eligibility for service retirement, under the State Pension Law; upon the commencement of Long-Term Disability under the State Disability Insurance Program; at termination with ten years of regular, full-time Delaware Tech service**; or if laid off without prejudice for lack of work or funds; regular, full-time employees receive one hour's pay for each two hours of accumulated unused sick leave up to a maximum of 337.50 hours' pay. Any remaining sick leave balance not exhausted in the above calculation of termination pay will be reactivated if at some future date these employees again become employed by the College on a regular, full-time basis. Regular, full-time employees with less than ten years creditable State service will have their sick leave balance reactivated if they become reemployed on a regular, full-time basis by the College, up to and including 180 calendar days from their termination. When regular, full-time employees directly transfer to another State agency, their sick leave balance must be transferred to the receiving agency to the extent that the receiving agency is willing to accept such leave. Any sick leave balance remaining after transfer will be processed in accordance with the preceding paragraph. (Amended by Board of Trustees, 6/2/09).

In the event of death, payment shall be made to the employee's estate at the rate of one hour's pay for each hour of unused sick leave up to a maximum of 675 hours' pay.

3. Compensatory Time

Upon termination for any reason, employees in Fair Labor Standards Act (FLSA) covered positions shall be entitled to payment for all accumulated unused compensatory time at a rate not less than such employee's final regular rate, or the average regular rate received over the last three years of employment, whichever is greater. Employees in FLSA non-covered positions will not be eligible for any terminal pay for accumulated unused compensatory time balances.

In the event of death, payment shall be made to the employee's estate. Payment for unused annual and sick leave and compensatory time will be made not later than the paycycle following the paycycle in which the employee last worked.

*Conversion from days to hours effective January 1, 2002.

**The requirement of ten years regular, full-time Delaware Tech service became effective with individuals hired/rehired after 4/16/2002. Prior to that date, individuals were required to have ten years of creditable State service as defined under the State Pension Law .
(Amended Board of Trustees, 4/16/2002, 6/2/2009)

Insurance and Other Benefits

Pursuant to federal law, employees and their families will be given an opportunity to receive health coverage at group rates for a limited number of months after the occurrence of certain events that would otherwise result in termination of coverage under a plan. Therefore, all employees shall promptly notify the campus Human Resources Office of changes in marital status and/or dependent information.

9.01 HOSPITAL-SURGICAL-MEDICAL INSURANCE

Regular, full-time or regular, part-time State employees are eligible to join the State of Delaware group programs for health care coverage. After three full consecutive months of employment, a portion of regular, full-time employees' health care coverage is paid by the State (referred to as "state share") regardless of the insurance carrier with coverage to become effective after the fourth month of employment. The amount of the state share is equivalent to the cost of the Blue Cross Blue Shield's Basic Plan. When a full-time employee and spouse each has been in eligible State employment for three months, they are entitled to a "double state share" of the health insurance premium with coverage to become effective after the fourth month of employment. A proof of employment and eligibility statement must be on file at the College from the spouse's agency. When one of the employees terminates his or her employment or is on an unpaid leave of absence, the premium of the spouse who remains in State employment reverts back to a single state share. Employees are responsible for notifying the Campus Human Resources Office when such incidents occur.

Additional information is contained in the State of Delaware Group Health Insurance booklets which are available to employees in the Campus Human Resources Office. Time limitations relating to enrollment and changes in types of membership are explained in the health care literature and at the following website: <http://www.delawarepersonnel.com/benefits/>. It is the responsibility of all employees to acquaint themselves with these limitations to avoid delays in obtaining the coverage desired.

9.02 BLOOD BANK OF DELAWARE

The State of Delaware has a group contract with the Blood Bank of Delaware, Inc., which provides an opportunity for all regular, full-time employees to become members with annual dues being paid by the State. Membership in the program is entirely voluntary. Under this group program, the member, spouse, and eligible dependents may receive unlimited blood replacement in all hospitals in the United States that honor replacement benefits. Members are expected to donate one pint of blood approximately once every two years. Arrangements may be made by the member to make a payment in lieu of the donation or to have another individual donate the blood.

Regular, part-time employees may participate in a group plan with the same coverage as regular, full-time employees. However, they are required to pay the annual dues.

9.03 STATE OF DELAWARE GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

Regular, full-time or regular part-time State employees are eligible to participate in this group insurance plan the first of the month following three (3) months of continuous service. Benefits are based on annual earnings. Employees may elect life insurance coverage in an amount up to six times their Basic Annual Earnings rounded to the next higher \$10,000, if not already a multiple thereof, subject to a maximum benefit of \$350,000. Further information is available at the following website:

<http://www.delawarepersonnel.com/benefits/>
(6/8/2004 State Personnel Office Revisions)

9.04 STATE OF DELAWARE DEPENDENT LIFE INSURANCE PLAN

Employees who participate in the State of Delaware Group Life Insurance Plan referred to in 9.03 above may also obtain life insurance for dependents covered under this program. The Plan provides life insurance of \$10,000 on the life of a spouse and up to \$6,000 for each dependent child six months or older. Further information is available at the following website:

<http://www.delawarepersonnel.com/benefits/>
(6/8/2004 State Personnel Office Revisions)

9.05 STATE DENTAL PLAN

All regular, full-time or regular, part-time State employees are eligible to join a State of Delaware Dental Insurance Program to obtain benefits for themselves and their dependents. There are a variety of dental programs offered through the State Personnel Office including HMO's, PPO's and traditional programs. The HMO Programs are a dental health maintenance organizations which encourage preventative dental health services, early diagnosis, and prompt treatment. The State's HMO vendors have entered into contracts with dental offices throughout the State to provide the covered dental services. From these contracted offices, the individual employee then selects the dentist of his/her choice. The full cost of a program is borne by the participating individual employee. Further information is available at the following website: <http://www.delawarepersonnel.com/benefits/>.

(6/8/2004 State Personnel Office Revisions to include Section Title Change from 'DENTAHEALTH' to 'STATE DENTAL PLAN')

9.06 FLEXIBLE BENEFITS PLAN

The College provides a flat dollar amount for regular, full-time employees to spend on flexible benefit programs with coverage to become effective after three (3) full consecutive months of employment. To meet participation requirements of the companies offering these programs, eligible employees are required to enroll in a minimum number of the programs unless the cost for individual coverage is exhausted with less than the minimum requirement.

Request by an employee for exemption from this minimum enrollment requirement will be granted upon proof, satisfactory to the Human Resources and Legal Affairs Department in the Office of the President, being furnished by the employee of 100% coverage in any two or more of these programs through a non-College plan(s).

The College's flexible benefits programs include:

- Life/Accidental Death and Dismemberment Insurance
- Dental Insurance
- Vision Insurance

The monthly balance of the College share remaining after coverage selection may be applied towards the portion of State of Delaware Group Health Insurance premium currently paid by the employees; however, any remaining balances not applied to the employee's share of State Group Health Insurance will be forfeited.

Further details on the Flexible Benefits Plan, including specific coverages, can be obtained from Plan information provided to employees or the Campus Human Resources Office. (Amended Board of Trustees, 6/15/1999)

9.07 DISABILITY INSURANCE PLAN

Subject to exceptions of limitations contained in the Group Long-Term Disability Insurance Program booklet distributed to employees, regular, full-time employees who did not elect or default to the State of Delaware Disability Insurance Program are covered by the College's Disability Insurance Plan. The full cost of this Plan is paid by the College.

Employees employed in a position covered by the Delaware State Employees' Pension Plan pursuant to 29 Del. C. Chapter 55 who are U.S. citizens or U.S. residents are eligible to participate in the State of Delaware short-term and long-term disability insurance program. Non-vested employees as of December 31, 2005, and new employees as of January 1, 2006, are automatically eligible and enrolled in this

program. The full cost of this program is paid by the State.
(Amended by Board of Trustees, 9/13/06)

9.08 WORKERS' COMPENSATION INSURANCE

All employees are entitled to Workers' Compensation benefits as provided in Title 19, Chapter 23 of the Delaware Code. When an employee is injured while performing assigned job duties, an Injury Report must be completed within 24 hours. This report is to be completed by the injured employee and the Campus Safety Coordinator (Public Safety Department if the Safety Coordinator is not available). Failure to give notice or to accept medical services may deprive the employee the right to Workers' Compensation payments. A copy of the Injury Report is to be promptly submitted to the Campus Human Resources Office by the Safety Coordinator for subsequent reporting to the Industrial Accident Board within 10 days of the accident. All medical bills, prescriptions, etc., incurred as a result of the accident are to be submitted to the Campus Human Resources Office.

In cases where the injury or disease results in disability of four or more days and is not the result of the employee's misconduct, the employee shall receive the difference between regular compensation and any payments for Workers' Compensation or related disability benefits for a period of up to three months from the date such payments begin. During this three-month period of time, the employee shall not be charged sick leave for absences due to the injury or disease. After the three months, the employee may elect to use accumulated leave to justify continuing to receive the difference between Workers' Compensation payments and regular compensation. In this case, the leave should be charged at the proportional rate that the College supplements the Workers' Compensation payments. The employee may also elect at this point to request a medical leave of absence without pay.

9.09 STATE EMPLOYEES

The State Employees' Pension Plan includes provisions for service, vested, disability, and survivor's pensions. With a few exceptions which are explained to employees to whom they apply, all regular, full-time and regular, part-time employees of the College are covered by the Plan. Contributions to the Pension Plan are mandatory for all employees who, under State law and pension regulations, are not exempt from coverage. A Pension and FICA Exemption Form is maintained at the campuses for each exempt employee. The basis for exemption is stated on this form.

Information concerning the Plan is contained in booklets prepared by the State Pension Office which are available in the Campus Human Resources Office at the following website:
<http://www.delawarepersonnel.com/benefits/>. Additional information may be obtained through the Human Resources and Legal Affairs Department in the Office of the President.

The College strongly encourages employees who are retiring to contact the State Pension Office at least four (4) months in advance of the planned retirement date to arrange an appointment. A member of the staff of the Pension Office will explain applicable provisions of the Plan, including options employees may have, such as buying in for out-of-state teaching service. The Human Resources and Legal Affairs Department in the Office of the President should be notified of pending retirements as soon as possible, preferably three (3) months in advance of the effective retirement date. For those employees who wish to apply for a disability pension, written certification of disability must be received from a physician by the Campus Human Resources Office before the Application for Pension can be filed.

9.10 TUITION-FREE DELAWARE TECH COURSES OFFERED RETIREES AND THEIR DEPENDENTS, AND DEPENDENTS OF EMPLOYEES AND DECEASED EMPLOYEES

In any one semester, the following individuals may enroll, tuition free, in catalog/credit courses offered by the College:

1. Two dependents (child, child of domestic partner, spouse or domestic partner) of a current regular, full-time employee;
2. Retiree (service or disability) who was employed by Delaware Tech on a regular, full-time basis for at least five consecutive years immediately preceding retirement;
3. One dependent (child, child of domestic partner, spouse or domestic partner) of a retiree as described in (2) above;
4. One dependent (child, child of domestic partner, spouse or domestic partner) of a deceased regular, full-time employee who was employed on a full-time basis for a minimum of five consecutive years immediately preceding death.

A dependent child is defined as an individual who meets all of the following criteria: (1) single, (2) 24 years of age or younger (unless disabled according to the definition used by the State of Delaware for health insurance coverage eligibility), (3) lives with the employee or his/her former spouse, and (4) claimed as an exemption on the employee's, domestic partner's, or former spouse's income tax form. In the case of death of the employee, a dependent child is defined as an individual who met the requirements in the preceding sentence at the time of the employee's death, and is claimed as an exemption on the surviving parent's, step-parent's or domestic partner's income tax form.

Enrollment requires (1) the review and certification of eligibility by the Campus Human Resources Office, and the approval of the Vice President and Campus Director, (2) fulfillment of College admission requirements, and (3) must be in accordance with stipulations outlined in Board adopted policy relating to this benefit. Catalog/credit courses include those offered by the College, day or evening. Special interest and other non-credit courses are not included in tuition-free offerings.

Dependents of current regular, full-time College employees may also participate on a space available basis in the Dependent Tuition Waiver Exchange Program for the University of Delaware's Associate in Arts Program. In order to be eligible for the tuition exchange program, all applicants shall:

If eligible, students apply for a SEED grant from the State of Delaware. Eligibility will be determined by Delaware Tech's Vice President for Human Resources and College Relations.

Students complete a Free Application for Federal Student Aid (FAFSA).

Students apply for and receive admission as fully matriculated students in the University of Delaware's Associate in Arts Program.

(See STAFF DEVELOPMENT ACTIVITIES WHILE ON FULL-TIME EMPLOYMENT, Section VII, 7.14 for regular, full-time employees' entitlement to tuition-free courses.)

(Amended Board of Trustees, 6/15/1999, 4/8/2003, 4/3/2007, 6/5/07)

9.11 CONFLICTS

The summaries of benefit plans set forth in this manual are for the convenience of employees only. In case of a conflict between this manual and the Plans described in this Section, the Plan documents will control.

9.12 SOCIAL SECURITY

With few exceptions, which are explained to the individuals to whom they apply, all full-time employees are covered by Social Security.

9.13 UNEMPLOYMENT COMPENSATION

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of their employment with the College. Eligibility for Unemployment Compensation is determined by the Division of Unemployment Insurance of the State Department of Labor.

9.14 FLEXIBLE SPENDING ACCOUNT

Regular, full-time or regular, part-time State of Delaware employees are eligible to join the Delaware State Employee Flexible Spending Account. This program consists of three parts: Premium Conversion, Health Care Spending Account, and Dependent Day Care Spending Account. The flexible spending accounts (health care and dependent day care) require employees to enroll annually in the Plan if they wish to participate.

Premium Conversion allows employees to pay for Hospital-Surgical-Medical Insurance, State Dental Plan, and State of Delaware Group Life Insurance premiums with pre-tax dollars. All regular, full-time and regular, part-time employees in a participating agency are automatically covered. Non-participation may be requested via a letter to the State Treasurer's Office Plan Administrator

Health Care Spending Account allows employees to elect to redirect funds on a pre-tax basis from their pay to an account from which they can be reimbursed for medical expenses not covered by insurance.

Dependent Day Care Spending Account allows employees to elect to redirect funds on a pre-tax basis from their pay to an account from which they can be reimbursed for dependent day care expenses. (6/8/2004 State Personnel Office Section Title Change revision 'DELAFLEX' to 'FLEXIBLE SPENDING ACCOUNT')

9.15 WELLNESS CENTERS

Full-time and regular, part-time employees and retirees (service or disability) of the College are eligible to use the wellness center located at each campus free of charge. The President shall have the discretion to establish rates to be charged to temporary employees and/or adjunct faculty, which may be less than the amount charged to members of the general public, and which may be different for each campus to reflect regional variations in the prevailing rates charged by private facilities. An exercise E.C.G. evaluation must be completed prior to using the centers and will be provided by the vendor contracted to manage the center(s) at no cost to full-time employees. This evaluation may be waived with a physician's note and approval from the staff managing the centers.

(Added Board of Trustees 6/15/99; Revised Board of Trustees 6/8/04, 4/12/05, and 6/4/13)

9.16 CHILD DEVELOPMENT CENTERS

The Child Development Centers accept enrollment applications for infants, toddlers, and pre-school children. The Centers offer quality care to children at affordable prices. Among those eligible to utilize the services of the centers, based on space availability, are Delaware Tech employees.

Regular, full-time and regular, part-time employees shall receive a discount, approved by the President, for dependent children enrolled in the Center.

(Added Board of Trustees, 11/14/2000 ; Revised Board of Trustees 6/8/2004)

9.17 BOOKSTORE DISCOUNT

The Campus Bookstores provide a variety of gifts, clothing, textbooks, etc. Employees and their qualified dependents* are granted a 20% discount on the purchase of items currently in stock, with the following exceptions:

- The discount is not applied to used textbooks, food, drink, candy, DART bus passes, phone cards, gift certificates, postage stamps, or other items sold at a pass-through margin.
- The discount is not applied to items that are "on sale."
- Computer software and electronic items currently in stock are eligible for a 10% discount.

Employees and their qualified dependents eligible for the discount on bookstore purchases include:

- Regular full-time
- Regular part-time
- Temporary full-time
- Temporary part-time
- Adjunct faculty
- Retirees (service or disability)

In order to qualify for a discount on classroom books, proof of the employee's and/or qualified dependent's course registration must be provided; employees shall provide an ID; and eligible dependents making Delaware Tech textbook purchases must provide a valid student schedule/bill listing the Delaware Tech employee exemption as a payment type.

* The definition of a qualified dependent is found in PPM Subsection 9.10.
(Added Board of Trustees, 6/8/2004, 4/12/11)

9.18 EXCELLENCE IN SERVICE AWARDS

All regular full-time and regular part-time employees of Delaware Technical Community College, as well as work site groups and teams of employees, are eligible for nomination for the Excellence in Service Award excluding Instructors, Educational Training Specialists in Workforce Development and Community Education, and employees in the Administrative Pay Plan. This award recognizes the contributions, achievements, dedication and talents of non-instructional Delaware Technical Community College employees who exemplify the highest standards of excellence and commitment to the College and its community. Recipients of this award are recognized at the Collegewide Employee Recognition Event; receive a monetary award of \$1,000, a plaque, and recognition in suitable media.
(Board of Trustees, 6/8/2004; revised 6/7/11)

9.19 EXCELLENCE IN TEACHING AWARDS

All regular full-time Salary Plan A instructors, both credit and noncredit, who are teaching as part of their normal duties with at least four (4) years of service are eligible to receive the Excellence in Teaching Award. This award is given to those individuals who demonstrate a commitment to excellence in teaching, in the performance of other assigned instructional duties and in a sustained commitment to excellence: (a) as an instructor who has contributed to his/her discipline; (b) through an active and involved role in campus affairs; and by involvement in the community as a representative of the college. Recipients of this award are recognized during the Collegewide Employee Recognition Event, presented with an inscribed medallion, recognized in suitable media, are eligible to receive financial sponsorship to attend the College's international professional development program or an approved domestic conference/professional development opportunity. In addition, the recipient will receive a designated parking space on their campus for one year. The recipient may only utilize these awards while currently employed at the College. (Board of Trustees, 6/8/2004; revised 6/7/2011; revised 9/29/2017)

9.20 EXCELLENCE IN STUDENT SUCCESS AWARDS

The award is given to recognize College employees who exemplify the highest standards of excellence and commitment in promoting and supporting student success. All regular full-time and regular part-time employees of Delaware Technical Community College, as well as work site groups and teams of employees, are eligible for nomination. A work site group or team, not to exceed ten (10) employees, shall be considered one nomination, eligible for one award. Any College employee may nominate any eligible individual, group, or team for the Excellence in Student Success Award. Recipients of this award are recognized during the Collegewide Employee Recognition Event and receive a \$1,000 honorarium, a plaque, and recognition in suitable media.

(Approved by the Board of Trustees, 6/7/2011)

9.21 WELLNESS DOLLARS

Regular full-time and temporary full-time employees over nine months receive 25 “wellness dollars” (non-US currency) per fiscal year to be used for College wellness programs that have a cost to the employee, such as annual flu shots and health screenings. Wellness dollars are a part of the employee benefit package used for accounting purposes and can be used between July 1 and June 30. Any unused balance cannot be carried over into the new fiscal year. The Office of the President Human Resources Office will announce which programs are eligible for use of wellness dollars and track the use by employees.

(Approved by the Board of Trustees, 6/5/2007)

9.22 EXTENDED CARE FOR YOUTH CAMPS

The College offers a variety of camps during the spring and summer breaks through the Workforce Development and Community Education division that are designed to enrich, educate, motivate and mentor youth.

Regular, full-time and regular, part-time employees receive free extended care during the employee's working hours for dependent children who are enrolled in any youth camp sponsored by the College.

(Added Board of Trustees 4/8/14)

Savings Programs

There are many companies included in the State of Delaware Vendor System that are available for savings programs through payroll deductions. All full-time and regular, part-time employees are eligible for these savings programs through payroll deductions. In addition, temporary, part-time employees working a minimum of 20 hours per week may participate in the Tax-Sheltered Annuity Plans through payroll deductions. Four of the most popular programs are described below:

- Deferred Compensation Program for Public Employees of the State of Delaware

The Deferred Compensation Program is a voluntary investment plan which enables eligible State of Delaware employees to supplement their eventual retirement income. No State or federal income taxes are owed on that portion of employee's income which is deferred (retained by the State) until the employee either retires or leaves State service. After an employee has been enrolled in the program for six (6) months, the State of Delaware will match \$10.00 of the employee's investment each pay cycle.

(Revised based on State policy, 4/12/05)

- Tax-Sheltered Annuity Plans

There are many Tax Shelter Annuity vendors licensed to offer tax deferred plans through the State of Delaware Vendor System that eligible employees may enroll in through payroll deductions. Eligible employees must complete an agreement for salary reduction with their individual agent and have the form forwarded to the Office of the President Payroll Department. Vendors should be verified by the Office of the President Payroll Department for participation availability through the State of Delaware Vendor System prior to having the agreement sent for processing. This procedure will enable the correct vendor number to be assigned to the payroll deduction. All transactions involving payroll deductions are processed by the Office of the President Payroll Department. Eligible employees should contact their individual agents for further information concerning Tax Shelter Annuities.

- United States Savings Bonds

The United States Savings Bonds program allows savings through payroll deductions that may be used as an investment for educational or eventual retirement supplements. Bond denominations may range between \$100 - \$1,000 through payroll deductions. All transactions involving payroll deductions are processed by the Office of the President Payroll Department. Further information concerning United States saving bonds may be obtained from your Campus Payroll/Human Resources Office. If additional information is required, the Office of the President Payroll Department should be contacted by your Campus Payroll/Human Resources Representative.

(Amended Federal Regulation-Internal Revenue Service, 9/10/2000; amended by Board of Trustees 4/7/2009)

Employees' Responsibilities

11.01 ACADEMIC FREEDOM

In accordance with the concept of academic freedom, each faculty member is encouraged to inquire, research, explain, and discuss subject matter provided that the faculty member avoids biased discussion of controversial matters and discussions unrelated to course material, follows the prescribed course outline, uses the text selected by the department chairperson, or his/her designee with appropriate input, plus whatever other supplemental material the instructor deems appropriate, and prepares the students for success in the course.

Every member of the faculty of the College is a member of a learned profession and a representative of the College. When speaking or writing as an individual, he/she should be free from College censorship or discipline. His/her special position in the community, however, imposes special obligations. As a person of learning and a recognized representative of the College, the faculty member should remember that the public may judge the profession and the College by his/her utterances and manner. Hence, the faculty member should strive at all times to be accurate, exercise proper restraint, show respect for the opinions of others, and indicate that he/she is not speaking for the College on the subject under discussion unless designated to do so.

All members of the College community should be especially mindful of the fact that the College is a public, tax-supported institution; as such, the College has a concern for institutional harmony, for the ability of each employee to work productively with others, and for conduct by employees which perpetuates public confidence in the institution.

11.02 FACULTY RESEARCH

Faculty members may engage in research and publication, but primary interest at the College is on the

student learning process. Teaching will be the primary assignment of all faculty members and no teaching load will be reduced for research or publication without the approval of the President of the College.

11.03 ACADEMIC ADVISEMENT

Deans of Instruction or their designees are responsible for assigning academic advisement responsibilities at their respective campuses.

11.04 COLLEGE COPYRIGHT POLICY

Copyrightable works produced by employees on College time or at the direction of the College may be deemed property of the College. (See College Copyright Policy in the Curriculum Guidelines of the Manual of Procedural Guidelines for details.)

11.05 CHAPERONING

Student events conducted in the name of the College, either on or off campus, require chaperones. Members of the faculty and staff are encouraged to serve as chaperones and to act as resource persons for the groups participating in the scheduled events. If an employee agrees to chaperone a student group and for some reason is unable to fulfill the obligation, the employee must notify both the student group and the Dean of Student Affairs in order that a qualified substitute may be found. At the request of the Dean of Student Affairs, qualified public safety personnel must be assigned.

11.06 FORMAL EXERCISES

All full-time faculty members and administrators must attend and participate in the formal exercises of their campus, e.g., graduation, in-service, student orientation, unless excused by the Vice President and Campus Director.

11.07 GRATUITIES

As employees of the State, personnel are not permitted to accept money, goods, unrelated services, entertainment, or any form of gratuity, either directly or indirectly from any individual or company interested in business or financial relations with the agency. Any such gift received must be returned to the donor. Laws regulating the conduct of officers and employees are included in Delaware Code, Title 29, Chapter 58, Subchapter I.

11.08 NEPOTISM

Purpose

This policy is established to ensure fair and equal treatment of employees and applicants while minimizing situations which have the potential for creating an adverse impact on work performance or create either an actual conflict of interest or the appearance of a conflict of interest.

Definitions:

"Family or household member" includes the following relationships, whether established by blood, marriage, or other legal action: a parent, child, grandparent, great grandparent, grandchild, great grandchild, spouse, sibling, aunt/uncle, great aunt/uncle, nephew/niece, grand nephew/niece, first cousin, in-law, step relative, and any person in a cohabitative relationship with the employee or anyone residing in

the employee's household.

"Supervisory authority" may be direct or indirect and requires the ability to make or influence decisions affecting the terms and conditions of employment for any person who is a member of the employee's family or household.

Policy

Members of the same family or household are eligible for employment with the College. However, except as permitted herein, no employee shall:

- a. Be hired into, assigned to, promoted to, or transferred into a department if supervisory authority affecting that department is administered by a family or household member;
- b. Participate in the selection, hiring, promotion, transfer, discipline or performance review of any person who is a member of the employee's family or household;
- c. Assume the role of investigator or decision-maker with respect to complaints or allegations of impropriety against a family or household member.

Employees have a responsibility to disclose any work assignment covered by this policy, whether existing at the time of adoption or that may subsequently arise. In such cases, the vice president and campus director or president for employees in the Office of the President shall take such action as s/he deems to be in the best interests of the College, which may include, without limitation:

- a. Modifying the normal supervisory and reporting relationships to avoid an actual or perceived conflict of interest;
- b. Making suitable plans for the transfer of one of the employees;
- c. Assignment of a different supervisor; and/or
- d. Determining that an exception is appropriate.

Any transfer or re-assignment under this provision will be consistent with the applicable provisions of the College Personnel Policy Manual.

Exceptions

In exceptional circumstances, supervisory authority may exist between employees who are family or household members. Such circumstances may be necessitated by factors such as the unique qualifications or responsibilities of the individuals involved or the lack of other available appropriate supervisory personnel. Any exception to this policy must be approved by the appropriate vice president and campus director for campus employees or the president for employees working in the Office of the President, and may be subject to such conditions or limitations as deemed appropriate by the campus director or president. Exceptions involving a family or household member of a vice president must be approved by the president. Exceptions involving a family or household member of the President must be approved by the chairperson of the Board of Trustees.

(Revised Board of Trustees November 18, 2008; Revised Board of Trustees June 6, 2006)

11.09 SAFETY PROGRAM

The Board of Trustees has directed the development of a Collegewide safety program, the scope of which is to:

- prevent accidents;
- provide guidelines for the proper maintenance of buildings, grounds, equipment and College vehicles;

- keep faculty and staff informed regarding safety issues by means of speakers, seminars, workshops, and consultants;
- instruct students in safety procedures used in their area of study.

Participation in the safety program is the responsibility of each employee and student of the College.

Guidelines for implementing and monitoring the College's Safety Program are listed in the Safety Manual. Supervision of this program as described in the Safety Manual is assigned to the Vice Presidents and Campus Directors and the designated safety officer(s).

11.10 TRAVEL AND EXPENSES

Authorization for travel (out-of-state, in-state, mode, expense reimbursement, etc.) is the responsibility of the President. The President may delegate this responsibility to the Vice Presidents and Campus Directors for the campuses. Additional information is contained in the Fiscal Guidelines of the Manual of Procedural Guidelines

11.11 OUTSIDE EMPLOYMENT

The first duty and responsibility of the full-time employee is to render to the College the most effective service possible. No outside service or enterprise, professional or other, should be undertaken that might interfere with the discharge of this prime responsibility or bring the employee, as an expert or in any other capacity, into conflict with the interests of the College.

At the same time, consultation and other activities of a highly professional nature are looked upon favorably and encouraged where these activities make a positive contribution to the professional development of the employee and bring favorable recognition to the College.

The College can assume no responsibility for the private services rendered by members of its staff. The staff member should make it clear to those by whom he/she is employed that such services have no official connection with the College. Additionally, Delaware Tech employees are not to use the Delaware Technical Community College name in conjunction with his/her name when teaching for another educational institution or any other outside employer. In the interest of sound administrative practice, supervisors should be aware of the professional activities of their staff.

11.12 EVALUATIONS

All employees shall have their performance observed and evaluated by department chairpersons, supervisors and/or administrators. The purpose of the evaluation is to determine performance. A written evaluation, based upon performance criteria, shall be completed semi-annually during the first year of employment and during the first year in a position to which the employee has been promoted or transferred, and annually in each subsequent year. The annual performance appraisal period shall be between May 1 and September 30 of each fiscal year. The designated supervisor shall discuss, in conference, with the individual the written evaluation which shall be signed by both the employee and the supervisor. The employee shall be given a copy, and a copy shall be submitted to the appropriate administrator. The original copy shall be filed at the campus in the employee's personnel file.

If the employee disagrees with the evaluation, such disagreement should be noted by the employee at the time he/she signs the evaluation. The employee should express to the supervisor and the Vice President and Campus Director, in writing, the reasons for the disagreement.

Inasmuch as evaluations are intended to commend good performance and/or note performance deficiencies, those preparing evaluations should always attempt to be objective, candid, and fair in their

appraisal of a subordinate's performance.

11.13 ELECTRONIC COMMUNICATION DEVICE USE POLICY

This policy is implemented in order to maintain a productive, safe work environment and applies to both incoming and outgoing communications.

Cell phones and other electronic communication devices shall be turned off or set to silent or vibrate mode during meetings, conferences, and in classrooms or other locations where incoming calls may disrupt normal workflow.

Employees may use personal cell phones or electronic communication devices while at work on a sporadic basis and only for periods of short duration. If employee use of a personal cell phone or electronic communication device causes disruptions or loss in customer service or productivity, the employee may be subject to disciplinary action.

Due to safety reasons, the use of a cell phone or electric communication device(s) while driving a State vehicle is strongly discouraged.

The College strictly prohibits the use of camera phones and other recording devices in any manner which violates or compromises norms of personal conduct or the expectation of privacy that individuals have a reasonable right to expect. (Added Board of Trustees, 4/3/07)

Conduct and Corrective or Disciplinary Action Policy

12.01 CONDUCT AND CORRECTIVE OR DISCIPLINARY ACTIONS

(Revised by the Board of Trustees 9/17/13)

The conduct of every employee plays an important part in maintaining the well-being of, and continuing respect for, the College. Each employee is expected to act in a professional manner when dealing with his/her supervisor, staff, the public, students, and other personnel. It is also important that employees present an appearance consistent with the nature of the work they are required to do. Employees are expected to avoid all unnecessary risks to the safety and/or well-being of students, themselves, or others and to exercise good judgment in caring for property of the College.

No attempt is made here to specify all the possible reasons for corrective or disciplinary action. In general, however, corrective or disciplinary action may be taken whenever an employee conducts himself or herself in a manner that is not consistent with the best interests of the College, its students, and its staff. This corrective or disciplinary action may be initiated by the immediate supervisor with the knowledge of the appropriate College administrator, or by the appropriate Dean, Director, Business Manager, Assistant Campus Director, Office of the President Vice President, or Vice President and Campus Director with the knowledge of the immediate supervisor. The corrective or disciplinary action may be a verbal warning, written reprimand, suspension with or without pay, demotion, reassignment, or termination of employment. Corrective or disciplinary action other than a verbal warning or written reprimand may be implemented only with the written approval of the Vice President and Campus Director. For Office of the President employees, corrective or disciplinary action other than a verbal warning or written may be implemented only with the written approval of the Vice President with administrative responsibility for division in which the employee is employed.

In the event the College determines, in its discretion, that corrective or disciplinary action other than termination is warranted, the following rules shall apply:

1. The employee shall be notified in writing within a reasonable period of time that corrective or disciplinary action is being imposed.
2. If the employee disagrees with a verbal warning or written reprimand, he/she may state the reasons in writing to his/her supervisor and to the Vice President and Campus Director, or to his/her supervisor and to the Vice President with administrative responsibility for the division to which the employee is assigned for the Office of the President employees.
3. If the employee disagrees with a suspension with or without pay, demotion, or reassignment, he/she may, within twenty (20) working days of notice of the action, file a disciplinary grievance in accordance with Section XIII of this Manual.
4. All documents relating to any corrective or disciplinary action, including documentation of verbal warning, shall be placed in the employee's official personnel file with copies forwarded to the Chief Legal Counsel and Vice President for Human Resources.

12.02 PRE-TERMINATION OF EMPLOYMENT PROCEDURES

(Revised by Board of Trustees 9/17/13)

Except as provided in Sections 3.08, 13.04, and 13.05, the following procedures shall apply when dismissal of an employee is being considered other than a Vice President. An employee who has been given a Notice of Intention to Terminate may be placed on paid administrative leave until the effective date of termination or the final disposition of a pre-termination hearing, whichever is greater.

1. The employee shall be provided with notice of the College's intention to terminate his or her employment. Notice of Intention to Terminate shall be in writing and shall:

- A. State the reason(s) for the termination;
- B. Be sent by registered or certified mail to the employee at the last address appearing in the employee's personnel file and, if notice of representation has been received, by first class mail to the employee's counsel;
- C. Advise the employee of his or her right to request a pre-termination hearing;
- D. Advise the employee that his or her employment will terminate without further notice unless a pre-termination hearing is requested; and
- E. Be accompanied by a copy of these Rules of Procedure.

2. A request for a pre-termination hearing must be made in writing and delivered to the Vice President and Campus Director (or applicable Vice President for Office of the President employees) with a copy to the General Counsel and not later than ten (10) days following the date the Notice of Intention to Terminate is mailed to the employee. If the employee fails to submit a timely, written request for a hearing, the Notice of Intention to Terminate shall constitute the final notice of termination effective 30 days after the date of mailing. If a hearing is requested, it shall be held upon 20 days notice unless the employee and the College agree to an earlier hearing date.

3. The General Counsel and or his or her designee shall preside over the hearing. An independent third party shall be appointed as Hearing Officer in cases where the decision to terminate is made by the General Counsel.

4. At the hearing, the following guidelines shall apply:

- A. The Hearing Officer shall have full authority to control the conduct of the hearing, including authority to admit or exclude evidence, and rule upon motions and objections;
- B. The hearing and testimony shall be limited to the reason(s) set forth in the Notice of Intention to

Terminate;

C. The Hearing Officer will determine if the employee understands the charges, and explain them if necessary;

D. The Hearing Officer shall accept and consider any relevant information or evidence offered by the employee or the College and shall not be bound by common-law or statutory rules of evidence or by technical or formal rules of procedure;

E. The Hearing Officer may exclude plainly irrelevant evidence, as well as unduly repetitive proof, rebuttal and cross examination;

F. Hearsay evidence shall be admissible, but shall not constitute the sole basis for termination;

G. The Parties may be represented by counsel;

H. The College shall first submit evidence in support of its intention to terminate, followed by the response of the employee, if any. Further rebuttal evidence by either party may be permitted, if the Hearing Officer believes such evidence is necessary;

I. The testimony of witnesses shall be under oath. The witnesses shall be sworn by the Hearing Officer or a court stenographer;

J. The parties and their counsel may examine and cross examine witnesses. The Hearing Officer may also question any witness;

K. No person other than the respective parties and their counsel shall have the right to attend the hearing. Witnesses shall be sequestered except upon agreement of the parties and the Hearing Officer; and

L. A stenographic record of the hearing may be taken and prepared by a qualified court stenographer at the request of the College or the employee and upon prior notice. No other audio or video recordings of the proceeding may be made.

5. The Hearing Officer shall submit his or her findings to the applicable Vice President and Campus Director or President for Office of the President employees within five (5) days following the conclusion of the hearing for consideration and final determination. Grounds for termination will not have not been established unless one or more of the reasons set forth in the Notice of Intention to Terminate has been established by a preponderance of the evidence.

6. The final decision as to whether to terminate the employee's employment is to be made by the Vice President and Campus Director or the Vice President with responsibility for the employee's division for Office of the President employees and is to be based solely on the findings resulting from the pre-termination hearing.

7. In calculating periods of time provided for in these Rules of Procedure, intervening Saturdays, Sundays and legal holidays shall be included, unless the final day of the period falls on either a Saturday, Sunday or legal holiday, and in that case the final day shall be the next day which is not a Saturday, Sunday or legal holiday.

Grievances and Discrimination Complaint Procedures

13.01 RESOLUTION OF GRIEVANCES

Continuous, frank, and considerate communication between employees and their supervisors is expected. It is hoped that such a relationship will either avoid or solve most grievances that may arise. If, however, a grievance develops, it should be resolved as quickly as possible at the lowest possible level of supervision.

All employees have the right to discuss grievances concerning their welfare with their most immediate supervisor, and to secure due consideration and a fair adjustment. Supervisors, for their part, are expected to give each employee due consideration without harassment or threat of retaliatory action.

In the event that informal discussion does not resolve a grievance, the following procedure shall be utilized if the employee elects to seek further consideration of the matter.

13.02 GRIEVANCE PROCEDURE

(Revised Board of Trustees, 6/7/11)

Definitions - A policy interpretation grievance is an allegation by an employee (full or part-time) that the terms and conditions of that specific individual's employment by the College have been materially adversely affected by a violation, misinterpretation, misapplication, or nonapplication of written Board and/or College policies, rules, and regulations.

A disciplinary grievance is an allegation by an employee (full or part-time) that disciplinary action (including but not limited to termination of employment) taken by the College with respect to that employee was in violation of or arose out of the misinterpretation, misapplication, or non-application of written Board and/or College policies, rules, and regulations.

Unless and until modified or reversed at Steps One, Two, or Three, disciplinary action shall become effective at the time that notice thereof is given by the College (or the employee's supervisor).

Grievance Review Committee - At the commencement of each academic year, a Grievance Review Committee shall be appointed by the President to act as the final reviewer of decisions appealed from Step Two of the Grievance Procedure. The Committee shall consist of (a) six standing members, consisting of two regular, full-time employees in Salary Plan A (the "Plan A Members"), two regular, full-time employees in Salary Plan B (the "Plan B Members"), and two members of the Administration (the "Administrative Members"), and (b) one ad hoc member who shall be a Vice President and Campus Director (or his/her designee) of a campus other than the campus from which the grievance originated. In the case of a grievance filed by an employee in Plan A, or by employees in Plan A and Plan B, the grievance shall be heard by the Plan A Members, the Administrative Members and the ad hoc member. Similarly, in the case of a grievance filed by an employee in Plan B, the grievance shall be heard by the Plan B Members, the Administrative Members and the ad hoc member. In the case of a grievance filed by an employee in Plan C, the grievance shall be heard by Plan A Members or Plan B Members whose Plan contains the position corresponding to that held by the employee, the Administrative Members and the ad hoc member. The President has the authority to appoint an interim replacement for any Committee member(s) who temporarily is unable to serve.

In the event that (a) a grievance is filed jointly by employees from more than one campus, or (b) the grievance involves a Vice President and Campus Director, or the grievance is designated in writing by the President as involving matters of sufficient seriousness to so warrant, the President may substitute for the Vice President and Campus Director an individual of his/her own choosing, selected from within or without the College community.

The Committee shall be vested with the necessary authority to issue final and binding decisions on behalf of the College. The Committee shall appoint a Chairperson from among its standing members and shall establish such rules and regulations as it deems necessary to carry out its functions. A majority of those members of the Committee who are empowered to review a specific grievance shall constitute a quorum for the purpose of conducting such a review. If less than a majority of the committee members who participate in a review at which a quorum is present vote to modify or reverse the decision rendered at Step Two, that decision shall stand.

The Committee shall prepare a written report of its findings with respect to each grievance presented to it. Such report shall briefly summarize the grievance and shall set forth the Committee's conclusions and decision, briefly stating the reasons therefor. One copy of such findings shall be mailed to the employee (by certified or registered mail, return receipt requested), one copy shall be delivered to the President, and one copy shall be retained in the Committee's files for seven (7) years or for such other period as the Committee or Board deems appropriate. Decisions of the Committee shall not set a precedent as to other grievances.

Exclusions - In lieu of this procedure, complaints relating to alleged illegal employment discrimination shall be processed in accordance with the PROCEDURE FOR THE RESOLUTION OF EQUAL EMPLOYMENT OPPORTUNITY COMPLAINTS, 13.04 of this Section. In addition, complaints pertaining to sexual harassment shall be processed in accordance with the PROCEDURE FOR THE RESOLUTION OF SEXUAL HARASSMENT COMPLAINTS AGAINST AN EMPLOYEE, 13.05 of this Section. Moreover, subject to the above, any employee who files a grievance pursuant to this Section XIII shall be deemed to have waived any right he/she otherwise might have to seek separate review or reconsideration pursuant to Section XII of corrective or disciplinary action.

General Rules

1. The statement of the grievance shall be submitted within twenty (20) working days of the incident, or within twenty (20) working days of the date an employee could reasonably be expected to have first knowledge of the circumstances leading to the grievance.
2. The statement of the grievance shall be limited to a single grievance, shall clearly state whether it is a policy interpretation grievance or a disciplinary grievance, and shall remain unchanged through each step of the procedure.
3. Any settlement, withdrawal or disposition of a grievance at any step shall not constitute a binding precedent with respect to any similar grievances subsequently filed in the future.
4. The employee shall have the right to have representation, at his or her own expense, at any and all proceedings throughout the grievance procedure.
5. Each Vice President and Campus Director and the Human Resources and Legal Affairs Department in the Office of the President shall maintain grievance log books. Each grievance filed shall be dated and shall be assigned a number, including a designation indicating the type and geographical location of the grievance (100 series = policy interpretation, 500 series = disciplinary grievances) (S = Southern, T = Terry, W = Wilmington, ST = Stanton, P = Office of the President). This number shall be assigned by the Human Resources and Legal Affairs Department in the Office of the President. All action related to each grievance shall be recorded in the log book together with the date on which the action or event took place. It shall be the responsibility of each supervisor handling a grievance to promptly notify the individuals responsible for the logs of all actions.
6. All prescribed actions and time commitments shall be strictly adhered to. Failure by the employee to take action within the time prescribed will result in dismissal, with prejudice, of the grievance and adherence to the decision reached at the prior step without further appeal of any kind.

Step One: The employee shall file the grievance in writing, on the form provided, with the appropriate Dean, Director, or Business Manager. The employee shall forward a copy of the grievance to the General Counsel, Office of the President. The statement of the grievance must set forth (a) the nature of the grievance, (b) a statement that informal discussion has failed to satisfactorily resolve the grievance, a statement that all intermediate supervisors (if any) have been notified in writing that a formal grievance is being filed. Step One grievances relating to employees in the Office of the President shall be filed with the appropriate Department Head. Grievances must be filed within the time period set forth above.

Receipt of the grievance shall be acknowledged in writing as soon as possible. A decision by the Dean, Director, or Business Manager (concurring in by the General Counsel in the case of (a) below) with whom the grievance is filed that the issue raised (a) is not a grievance as that term is defined in this Section XIII, or (b) already is the subject of another pending grievance filed by the same employee, or has been resolved against the employee in a prior proceeding instituted pursuant to either Section XII or this Section XIII, is not reviewable. If the grievance is not barred for a reason(s) described in (a) through above, the Dean, Director, or Business Manager with whom the grievance has been filed may proceed to investigate it. In such event, a conference shall promptly be scheduled with the employee. Due consideration shall be given to the grievance and every effort shall be made to arrive quickly and fairly at an equitable solution. The decision of the Dean, Director, or Business Manager and his/her justification for

it, shall be in writing and a copy shall be given or mailed to the employee and to the General Counsel and the Vice President for Human Resources within ten (10) working days after receipt of the grievance. In the event a decision is not given or mailed to the employee within the ten (10) working days, the employee may immediately submit an appeal at Step Two.

Step Two: If the employee is dissatisfied with the decision rendered at Step One, he/she shall have the right to request a review by the Vice President and Campus Director. Any such request must be: in writing, on the form provided; signed by the employee; and received by the Vice President and Campus Director within fifteen (15) days of the date of the decision rendered at Step One. The employee shall forward a copy of the request to the General Legal Counsel and the Vice President for Human Resources. Upon such request being properly filed, the Vice President and Campus Director shall investigate the grievance as he/she deems appropriate and shall render a decision in writing, with his/her justification for it, within twenty (20) working days of the filing of the request. In the event a decision is not rendered within the twenty (20) working days, the employee may immediately submit an appeal at Step Three. Step Two grievances relating to employees in the Office of the President shall be reviewed by the President.

Step Three: If the grievance is not resolved at Step Two, it may be appealed to the Grievance Review Committee (the "Committee") by filing a Notice of Appeal (which shall state the basis of the grievance in reasonable detail) with the Vice President and Campus Director or President (in cases of employees in the Office of the President). Any Notice of Appeal to the Committee must be: in writing, on the form provided; signed by the employee; and filed with the Vice President and Campus Director or the President (as the case requires) within ten (10) working days of the date of the decision rendered at Step Two. The Vice President and Campus Director shall forward a copy of his/her decision and justification for it and the Notice of Appeal from the employee (to which any relevant documents may be attached as exhibits) to the President within fifteen (15) working days of the receipt by the Vice President and Campus Director of the Notice of Appeal. The Vice President and Campus Director shall also forward copies of these documents to the Chief Legal Counsel and Associate Vice President for Human Resources. The Notice of Appeal and the decision of the Vice President and Campus Director together with other documentation of the grievance shall be transmitted to the Chairperson of the Committee by the President within ten (10) working days of receipt. Grievances relating to employees in the Office of the President shall include the President's decision and justification for it, and the Notice of Appeal (to which any relevant documents may be attached as exhibits).

The Committee shall review the grievance by examination of the data submitted and shall take one of the following actions within thirty (30) working days after the Notice of Appeal to the Committee is received by the President:

1. Uphold the decision rendered at Step Two.
2. Modify or countermand the decision.
3. Decide to hold a hearing.

If the Committee decides that a hearing shall be held, the employee shall be notified of the date, time, and place. To the extent practicable, the hearing shall be held within thirty (30) working days of the date of mailing of the notice of hearing to the employee. (The decision of the Committee shall be rendered within forty-five [45] working days of the conclusion of the hearing.)

All decisions of the Committee shall be final and shall be in writing addressed to the employee, the Vice President and Campus Director and the President with a copy to the Chief Legal Counsel and Associate Vice President for Human Resources. Written notice of the Committee decision shall be mailed or delivered to the employee within five (5) working days after that decision has been reached.

To assure the objectivity and fairness of all deliberations by the Committee, employees shall refrain from communicating with its members individually regarding grievances.

13.03 OUTLINE OF PROCEDURE FOR RESOLUTION OF GRIEVANCES

Step One

- A. Employee presents grievance in writing to appropriate Dean, Director, or Business Manager. Grievances in the Office of the President shall be presented to the appropriate Department Head.
- B. Employee receives written decision within ten (10) working days.

Step Two

- A. Employee may appeal Step One decision to Vice President and Campus Director within fifteen (15) working days of date of decision. Appeals in the Office of the President shall be made to the President.
- B. A written decision shall be rendered within twenty (20) working days of receipt of appeal.

Step Three

- A. Employee may appeal Step Two decision to the Grievance Review Committee. Appeal must be received within ten (10) working days of Step Two decision.
- B. Within thirty (30) working days of receipt of appeal, the Committee shall review the grievance and:
 - 1. Uphold the decision, or
 - 2. Modify or countermand it, or
 - 3. Decide to hold a hearing which shall be held within thirty (30) working days of date of mailing of hearing notice to the employee.
- C. All decisions of the Committee shall be final.

13.04 PROCEDURE FOR THE RESOLUTION OF DISCRIMINATION AND SEXUAL MISCONDUCT COMPLAINTS

Oversight. The Title IX/Civil Rights Coordinator (“Coordinator”) will be responsible for overseeing the prompt, fair and impartial investigation and resolution of reports of discrimination and sexual harassment to the College.

Definitions:

- a. “Complainant” is an individual who is alleged to be the victim of conduct that could constitute sexual harassment or discrimination.
- b. “Formal Complaint” is a document filed by a Complainant or signed by the Coordinator alleging sexual harassment against a Respondent and requesting that the College investigate the allegation.
- c. “Mediation” is defined as an informal and confidential way for parties of a formal complaint of sexual harassment, a discrimination complaint, or any other complaint in which the Coordinator elects to initiate an investigation, to resolve the complaint prior to an investigation. It is only available as an alternative means of resolving a complaint if the alleged discrimination or sexual harassment does not involve violence or abuse.
- d. “Notice of a Complaint” means actual knowledge of a complaint, which requires the College to respond, when such notice is given by the Complainant, or a third party on behalf of the Complainant, verbally or in writing, to the Coordinator or to an official with authority to institute corrective measures on the College’s behalf.

- e. "Respondent" is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment or discrimination.
- f. "Sexual Harassment" shall mean any conduct on the basis of sex that satisfies one or more of the following:
1. "Quid Pro Quo" - A College employee conditioning education or employee benefits on their participation or non-participation in unwelcome sexual conduct;
 2. "Hostile Environment" - Unwelcome conduct that a reasonable person would determine to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the College's education program or activity, or to the work place;
 3. "Sexual Assault" Sexual Assault shall mean any sexual act or acts committed on a person who has not consented to such act or acts or for which a person is incapable of consenting due to age, intoxication or other reasons. Sexual assault includes, but is not limited to
 - i. Rape, or attempted rape;
 - ii. Intentional and unwelcome sexual touching (including disrobing or exposure), however slight, with any body part or any object, by a person upon another person without consent, of the person's breasts, buttocks, groin, or genitals (or clothing covering such areas), or coercing, forcing, or attempting to coerce or force another to touch you, themselves, or a third party with any of the body parts or areas when such touching would be reasonably and objectively offensive;
 - iii. Any sexual act in which there is force, violence, or use of duress or deception upon the victim;
 - iv. Any sexual act perpetrated when the victim is unable to give consent; and,
 - v. Sexual intimidation, which includes, but is not limited to:
 - A. Threatening, expressly or impliedly, to commit a sexual act upon another person without his or her consent;
 - B. Stalking or cyber-stalking; and,
 - C. Engaging in indecent exposure.
 4. "Dating Violence" means violence committed by a person:
 - i. Who is, or has been, in a relationship of a romantic or intimate nature with the victim;
 - ii. Where there is, or has been, abuse, as defined in this policy, or a pattern of behavior in the relationship which is used to establish power and control over the victim through fear and intimidation.
 - A. "Pattern of Behavior" means behavior by one party in an intimate relationship that is used to establish power and control over the other person in the relationship through fear and intimidation.
 - B. A pattern of behavior is determined based on the repeated use of words and/or actions and inactions in order to demean, intimidate, and/or control another person. This behavior can be verbal, emotional and/or physical.
 - C. Examples of abuse, which can occur singly or as a pattern of behavior, include but are not limited to, slapping, pulling hair, punching, damaging property, driving recklessly to scare someone, name calling, humiliating one in public, harassment directed toward a current or former partner or spouse, threats of abuse, such as threatening to hit, harm or use a weapon on another, or other forms of threat.
 - iii. Whether dating violence has occurred shall be based on the existence of an amorous relationship which shall take into consideration the following factors:
 - A. The length of the relationship;
 - B. The type of relationship; and,
 - C. The frequency of interaction between the persons involved in the relationship.
 5. "Domestic Violence" means abuse committed by a current or former spouse of the victim; by a person who is cohabiting with the victim where they hold themselves out as a couple, with or without a child in common; by a person living separate and apart from the victim with a child in common; or by a person in a current or former substantive dating

relationship with the victim, or by any person similarly situated to a spouse or intimate partner of the victim under the domestic violence laws of the State of Delaware; or by a person against a family member as that term is defined in §901(12) , Title 10 of the Delaware Code; or by any person against an adult or youth victim who is protected from that person's acts under the domestic violence laws of the State of Delaware.

6. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for his or her safety or the safety of others; or (ii) suffer substantial emotional distress.
 - i. "Course of conduct" means two or more acts, including but not limited, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follow, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property. It can include, but is not limited to:
 - A. Non-consensual communication (face-to-face, telephone, email)
 - B. Threatening or obscene gestures;
 - C. Surveillance/following/pursuit;
 - D. Showing up outside the targeted individual's classroom or workplace;
 - E. Sending gifts (romantic, bizarre, sinister, or perverted)
 - F. Making threats
 - ii. "Emotional distress" means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.
 - iii. "Reasonable person" means a reasonable person under the circumstances and with similar identities to the victim.
- g. "Supportive Measures" are non-disciplinary, non-punitive individualized services designed to preserve the Complainant's access to educational programs or activities without unreasonably burdening the Respondent.

Receipt of a Complaint. Upon receipt of a complaint, the Coordinator shall initially determine whether the complaint states a claim of discrimination or sexual harassment, or other form of sexual misconduct; provided, however, that no determination that a complaint fails to state a claim for discrimination or sexual misconduct shall be made without first speaking with the Complainant.

Dismissal of Complaint.

- a. The Coordinator shall dismiss allegations of misconduct that:
 1. In a complaint alleging sexual harassment:
 - i. The Coordinator determines the alleged conduct does not meet the definition of "sexual harassment" as set forth herein even if proved;
 - ii. The alleged conduct did not occur in the College's education program or activity;
 - iii. The alleged victim was not participating in, or attempting to participate in, a College education program or activity at the time the misconduct was reported; or
 - iv. The alleged conduct did not occur against a person in the United States.
 2. In a complaint of discrimination not alleging sexual harassment:
 - i. The Coordinator determines the alleged conduct does not state a claim for unlawful discrimination even if proved; or
 - ii. The Coordinator determines that the person against whom the alleged conduct is directed is not a member of a protected class
 3. In a complaint of retaliation where the facts do not include allegations of sexual harassment as defined herein:
 - i. The Coordinator determines that the Complainant was, or is, not engaged in protected activity prior to, or during, the time that the alleged conduct occurred.
- b. The Coordinator may, at his or her discretion, dismiss a formal complaint or allegations within a formal complaint if:
 1. The complainant informs the Coordinator in writing that he or she wishes to withdraw the

- formal complaint or specific allegations contained therein;
 - 2. The respondent is no longer enrolled or employed at the College;
 - 3. Specific circumstances prevent the College from gathering sufficient evidence to reach a determination as to the formal complaint or allegations therein; or,
 - 4. There is no genuine issue of material fact to support the allegations after investigation when the evidence is viewed in the light most favorable to the Complainant.
- c. If the Coordinator dismisses the complaint or allegations of conduct contained therein, he or she shall provide the parties with a written notice of a dismissal, whether the dismissal is mandatory or discretionary, and the reasons for the dismissal.
 - d. The Coordinator shall provide the parties written notice of his or her decision to dismiss the complaint within 10 days after the parties' responses to the investigative report are due.

Claims of Discrimination not Involving Sexual Harassment. Where a claim of discrimination has been stated that does not include a claim of sexual harassment, the Coordinator shall immediately communicate, or attempt to communicate, with the alleged victim of discrimination to determine whether he or she would like to move forward with his or her complaint. If the Complainant wishes to do so, the complaint shall be assigned to an Investigator for investigation, unless the parties agree to mediate in a case where mediation is appropriate.

Claims of Sexual Harassment; Formal Complaint. Where a claim of sexual harassment has been stated, the Coordinator shall immediately communicate, or attempt to communicate with the alleged victim to determine whether he or she would like to file a formal complaint. If a formal complaint filed, the complaint shall be assigned to an Investigator for investigation, unless the parties agree to mediate in a case where mediation is appropriate.

- a. A Complainant must be participating in or attempting to participate in an educational program or activity of the College within the United States at the time a formal complaint is filed.
- b. A formal complaint may be filed with the Coordinator in person, by mail, or by electronic mail, by using the Coordinator's contact information.
- c. The Coordinator may also sign a formal complaint on behalf of the Complainant if the Coordinator is free from conflict or bias and is or was not a Complainant or a party during a grievance process involving the alleged victim or Respondent.
- d. The Coordinator may, at his or her discretion, investigate an allegation of sexual harassment when the Complainant elects not to file a formal complaint.
- e. The Coordinator may, at his or her discretion, consolidate formal complaints where the allegations arise out of the same facts and/or occurrences.

Notification to the Respondent. A Respondent named in a formal complaint of sexual harassment, a discrimination complaint, or any other complaint in which the Coordinator elects to initiate an investigation, must receive notification of the complaint as soon as reasonably practical after the Coordinator determines that an investigation into the allegations of the complaint are warranted.

Supportive Measures. Upon receipt of a complaint, the Coordinator shall promptly contact the Complainant and Respondent to request if either party is in need of supportive measures. Such measures may include, but are not limited to, referrals for counseling, course-related adjustments, modifications of work or class schedules, campus escort services, increased security and monitoring of certain areas of campus and mutual restrictions of contact between the parties. If, at any point during the complaint, investigative, or disciplinary process, the Coordinator deems it necessary for the protection of any member of the College community, the Coordinator may institute such measures on behalf of the Complainant, the Respondent, or any witness involved in the complaint.

Right to an Advisor. The Complainant and the Respondent shall have the right to be accompanied by an advisor, including an attorney of his or her own choosing, for purposes of conducting direct and cross examination of the parties and their witnesses, and otherwise acting on behalf of the party throughout the hearing or any informal resolution process.

- a. An advisor may be removed from any proceeding if he or she refuses to abide by the instructions of the Hearing Officer; is disruptive to the proceeding; or is disrespectful to any participant in a hearing.
- b. The advisor may not attend a proceeding without his or her advisee present.
- c. If a party does not have an advisor to assist him or her at the hearing or in connection with a mediation, the College will provide an advisor to the party free of charge for purposes of conducting direct and cross examination of the parties and their witnesses, and otherwise acting on behalf of the party throughout the hearing or mediation.
- d. Notwithstanding the foregoing, neither party may use an advisor for the purposes of obstructing or delaying the investigation or hearing, intimidating a party or witness, or creating a legitimate fear of retaliation in the other party.

Mediation. When mediation is appropriate, the Coordinator shall notify the parties of the option to resolve the complaint through mediation. Mediation shall not occur unless the Coordinator receives consent of all parties to the complaint, which shall be documented by an agreement to mediate. The parties shall have 5 days from notification of the option to mediate to advise the Coordinator of their agreement to mediate. If either party fails to timely notify the Coordinator, the Coordinator shall immediately initiate an investigation of the complaint.

- a. Mediation may be discontinued at any time: (1) by either party; (2) by the mediator when he or she feels that further efforts to mediate would be non-productive; or (3) when a voluntary agreement has been reached.
- b. The mediator shall notify the Coordinator of the success or failure of the mediation. If the mediation results in a voluntary settlement, a copy of the signed agreement shall also be provided to the Coordinator.
- c. If the parties are unable to resolve the complaint through mediation, the Investigator shall immediately begin or resume his or her investigation.

Investigation of a Complaint. The Coordinator shall promptly assign a formal complaint of sexual harassment, a discrimination complaint, or any other complaint in which the Coordinator has cause to initiate an investigation, to a Title IX/Civil Rights investigator (“Investigator”).

- a. The Investigator shall contact the Complainant and the Respondent to schedule separate initial meetings as soon as practicable after his or her appointment or, if mediation was offered, after it was declined or determined unsuccessful. For good cause shown, and upon approval from the Coordinator, the Investigator may obtain additional time to conduct the initial meetings.
- b. The Investigator:
 1. Shall have access to such documents or video in the possession of the College, including student records, public safety records or personnel files, that he or she believes may contain relevant information or which may lead to the discovery of relevant information;
 2. Shall interview both parties involved in the complaint, whenever possible, and/or may interview individuals who may have observed the alleged misconduct or have relevant knowledge of the incident. The investigation may also include interviews with experts, where applicable.
 3. May inspect and photograph sites relevant to the alleged incident(s) and collect and preserve relevant evidence (which shall be coordinated with the law enforcement agency having jurisdiction over the alleged incident when a corresponding criminal complaint has been filed).
 4. In a sexual harassment complaint, shall not access, consider, disclose, or otherwise use a party’s records that are maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional’s or paraprofessional’s capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the Investigator obtains that party’s voluntary, written consent.
- c. The Investigator shall submit to the Coordinator a written investigative report specifically

describing his or her investigation of the complaint, including:

1. All documents, videos, records, including student, public safety, personnel records relevant to the investigation;
 2. Details of interviews conducted of the parties and any witnesses;
 3. Inspections of sites, photographs, or collection of other evidence relevant to the allegations stated in the complaint;
 4. And any other evidence the Investigator deemed relevant to his or her investigation.
- d. A request for extension of time submitted in writing to the Coordinator at least one day before the Investigative Report is required to be submitted may be granted if good cause is shown.
- e. The Investigator shall submit the Investigative Report to the Coordinator on or before the date of submission, unless an extension of time to complete the report has been granted.

Dissemination of the Investigative Report.

- a. Upon receipt of the Investigative Report, the Coordinator shall simultaneously send a copy of the report and any evidence used by the Investigator to complete his or her report to each party and their respective advisors. The names and contact information for all witnesses other than the Complainant and Respondent shall be redacted.
- b. The parties shall have 10 days to inspect, review and respond to the report.
- c. The parties or their advisors shall submit their responses to the Investigative Report, if any, to the Coordinator within ten (10) days after the report was sent to them.

Scheduling the Hearing. Appointment of Advisors.

- a. If the complaint is not dismissed, the Coordinator shall promptly advise the parties and advisors of the date and time of the hearing, but in any event such notice of a hearing date and time shall be given no later than forty (40) days after the investigative report was sent to the parties and their advisors, unless good cause is shown.
 1. Each party shall notify the Coordinator of the name and contact information of their respective advisor who will be attending the hearing, no less than seven (7) days from the scheduled date of the hearing.
 2. If a party does not have an advisor, or if a party fails to provide the Coordinator with the name and contact of their advisor, the Coordinator will assign an advisor of the party's choosing from a list of trained individuals to assist the party at the hearing.
 3. If a party refuses to have an advisor for the hearing, the party shall advise the Coordinator in writing of his or her intention no less than seven (7) days from the scheduled date of the hearing. Regardless, the Coordinator shall assign an advisor to assist the party at the hearing. The advisor shall assist the party throughout the hearing, unless the party clearly states to the Hearing Officer, on the record, that he or she does not need or want the assistance of an advisor.
- b. A continuance of the Hearing may be granted upon request by either party, or *sua sponte* by the Hearing Officer, for good cause shown.

Hearing Process.

- a. A Hearing Officer shall preside over the hearing, which shall be conducted "live".
 1. A "live" hearing is a hearing conducted with all parties physically present in the same geographic location; or, at the Hearing Officer's discretion, virtually for any or all parties, witnesses and other participants. If a hearing is held virtually, technology must be made available to enable participants to simultaneously, and in real time, see and hear each other.
 2. At the request of either party, the Coordinator must provide for the entire live hearing (including direct and cross-examination) to occur with the parties located in separate rooms and with technology to enable the parties to see and hear each other simultaneously

and in real-time.

- b. Each party shall provide a list of all witnesses he or she expects to present at the hearing and a brief summary of the facts to which they are expected to testify within 7 calendar days prior to the date of the hearing.
- c. Direct and cross examination of the parties and witnesses shall be conducted by each party's advisor and never by the party personally.
- d. Only relevant direct and cross examination questions, including those questions challenging credibility, shall be permitted. The Hearing Officer shall first determine the relevancy of the question before an answer is provided. Where there is a decision to exclude a question, the Hearing Officer shall explain on the record his or her decision to exclude the question as not relevant.
- e. All hearings shall be recorded by audio or audiovisual recording, or by transcript, which shall be retained by the College for a period of seven (7) years from the date it was created.

Decision of the Hearing Officer. Burden of Proof.

- a. Allegations of sexual harassment or discrimination shall be substantiated if there is sufficient evidence to prove, by a preponderance of the evidence, that a respondent is responsible for committing such acts of sexual harassment or discrimination against the complainant. Hearsay is admissible to prove responsibility for misconduct, but may not be the sole basis for a decision.
- b. The Hearing Officer shall have ten (10) days to issue a written decision regarding responsibility. The written decision shall include, with specificity, findings of fact, conclusions regarding whether the alleged conduct occurred, the rationale for the result as to each allegation, disciplinary sanctions imposed on the Respondent, if any, and what remedies will be provided to the Complainant, if any.
- c. The written decision shall be sent simultaneously to the parties with notice of their right to appeal the decision electronically or through first class mail to their last known email or physical address.

Appeals.

- a. A dismissal of a complaint or any allegations contained therein, or a written decision of a Hearing Officer, may be appealed by either the Complainant or Respondent based on the following:
 - 1. A procedural irregularity that affected the outcome of the matter;
 - 2. Newly discovered evidence that could affect the outcome of the matter; or,
 - 3. The Coordinator or Hearing Officer had a conflict of interest or bias that affected the outcome of the matter.
- b. Both parties shall have a right to appeal the decision of the Hearing Officer, or a dismissal of a complaint or any allegations contained therein, by providing notice of their request for an appeal to the Coordinator within ten (10) calendar days from the date of the written decision. The appealing party shall advise the Coordinator in writing, with specificity, of his or her reasons for appeal, together with all alleged facts, argument, and exhibits to support such appeal. If the request for appeal fails to state one of the reasons for appeal set forth above or fails to support the reasons for appeal with sufficient facts, the request for appeal shall be denied.
- c. Review of a Hearing Officer's decision on appeal shall be made by an Appeals Officer, who shall not have participated in the investigation, hearing or any other prior aspect of the formal complaint, and shall be based on, and limited to, one of the reasons for appeal stated herein.
- d. Upon receipt of a valid request for an appeal from a party, the Coordinator shall promptly notify the non-appealing party of the request for appeal and provide the Appeals Officer and the non-appealing party with the materials submitted by the appealing party. The non-appealing party will have 10 calendar days to submit his or her written response to the appeal.
- e. The Appeals Officer shall issue a decision on appeal within a reasonable time frame affirming or overturning, *in toto* or in part, the decision of the Hearing Officer. The Appeals Officer's written decision shall include, with specificity, his or her conclusions in regard to the decision of the Hearing Officer, the reasons for affirming or overturning the decision, the findings of fact relied on to affirm or overturn the decision, any, if applicable, changes in the disciplinary sanctions to be imposed on the Respondent, if any, as well as any changes to the remedies to be provided to the

Complainant, if any.

- f. The written decision of the Appeals Officer shall be sent simultaneously to the parties electronically and/or via first class mail to their last known email or physical address.
- g. The decision of the Appeals Officer shall be final.

Sanctions.

Sanctions for violations of the College's Policy on Discrimination or Policy on Sexual Harassment include counseling, verbal and/or written reprimand, improvement or corrective action plan, suspension and/or dismissal from the College's education programs or activities, termination from employment at the College, exclusion from academic participation or other college sponsored programs, and/or denial of access to College facilities as determined through these procedures.

Timeframe for Resolving Complaints.

Every reasonable effort shall be made to conclude the investigation and resolve the complaint within a reasonable timeframe following receipt of the complaint.

Confidentiality and Document Retention.

- a. The Investigator, Coordinator, or anyone having possession of any work product relating to the complaint shall not disclose, distribute, copy or transfer said work product to the parties or any third party. "Work product" is defined as any information gathered by the Investigator for purposes of conducting an investigation of a complaint of discrimination or sexual harassment, other than the Investigator's report and copies of any evidence submitted by the Investigator with their report.
- b. The complete file, which includes, but is not limited to the complaint, all work product, the investigative report and all dispositions, decisions and/or determinations shall be maintained at the Office of the Title IX Coordinator for a period of seven (7) years from the date a decision of discrimination/sexual harassment becomes final.
- c. The Coordinator shall maintain confidentiality of the file, which shall only be disclosed by order of a court of competent jurisdiction or by applicable state or federal law.
- d. When a finding of discrimination/sexual harassment is final, Hearing Officer's/Appeal Officer's decision and a record of the sanctions imposed shall be maintained as part of the student's educational record or employee's personnel file, as applicable.

Conflicts of Interest.

- a. The Investigator and, if applicable, the Hearing Officer and Appeals Officer, shall disclose to the Title IX Coordinator of any potential conflicts of interest which would prevent him or her from participating on the investigation or resolution of alleged discrimination or sexual harassment.
- b. The Complainant or Respondent shall advise the Title IX Coordinator, in writing, of any real or perceived conflicts of interest posed by an Investigator, Hearing Officer or Appeals Officer as soon as reasonably practical after they are aware of the potential or perceived conflict, together with the reasons they believe a conflict exists
- c. If any conflict of interest exists between the Investigator, Hearing Officer or Appeal Officer and any of the parties, the Coordinator shall take such action as they deem necessary to eliminate the conflict, including, but not limited to, use of a different Investigator, Hearing Officer or Appeals Officer.

Prohibition Against Retaliation.

It is a violation of College policy for any member of the College community to retaliate against the Complainant, the Respondent, or any person who participates in a discrimination or sexual misconduct investigation or proceeding. While all discrimination and sexual harassment allegations will be reviewed in accordance with these procedures, the College community is advised that a claim of discrimination or sexual harassment is not proof of prohibited conduct, and an accused person is innocent until misconduct has been established by a preponderance of the evidence. Anyone who believes that he/she has been

subject to retaliation is encouraged to report such behavior to the Coordinator. A finding of retaliatory conduct is subject to disciplinary action, up to and including termination.

Effective Date

The procedures set forth herein shall apply to reports of discrimination/sexual harassment received by the Coordinator on or after August 14, 2020. All prior reports of discrimination/sexual harassment will continue to be handled in accordance with the policies and procedures in effect at the time the alleged misconduct was reported.