



AGENDA

THE UNIVERSITY OF WEST FLORIDA

BOARD OF TRUSTEES MEETING

December 12, 2014

9:00 a.m.

UWF Conference Center

11000 University Parkway, Pensacola, FL 32514

APPROVAL OF MINUTES BY COMMITTEES

Audit and Operations Committee:

Susan O'Connor, Chair

- Approve **Minutes of November 18, 2014**

Finance and Facilities Committee:

Mort O'Sullivan, Chair

- Approve **Minutes of November 18, 2014**

Executive Committee:

Lewis Bear, Jr., Chair

- Approve **Minutes of November 18, 2014**

Academic Affairs Committee:

Bob Jones, Chair

- Approve **Minutes of November 18, 2014**

Student Affairs Committee:

Jay Patel, Chair

- Approve **Minutes of November 18, 2014**

FULL BOARD

1. **Call to Order and Chair's Remarks** **Lewis Bear, Jr.**
2. **President's Report** **Dr. Judy Bense**
3. **Recognitions** **Dr. Martha Saunders**
4. **Approval of Minutes**
 - **September 9, 2014 Board of Trustees Meeting**
 - **September 15, 2014 Emergency Board of Trustees Meeting**
 - **September 17, 2014 UWF Board of Trustees & Board of Governors Dinner**
 - **September 18, 2014 UWF Board of Trustees & State University System Board of Trustees Dinner**
5. **Committee Reports**
 - Audit and Operations Committee – Susan O'Connor, Chair
 - Finance and Facilities Committee – Mort O'Sullivan, Chair
 - Executive Committee – Lewis Bear, Jr., Chair
 - Academic Affairs Committee – Bob Jones, Chair
 - Student Affairs Committee – Jay Patel, Chair
6. **Public Comment**
7. **Consent**

Trustees may pull any individual item from the consent agenda below for further review, if they so desire. However, each item was fully discussed during the committee meetings and all of the recommendations of the committees reflect the proposed action provided with the agenda backup documentation.

 - A. Acceptance of UWF Internal Audits: UWF 14/15-001 Subrecipient Monitoring; and UWF 14/15-002 Athletic Eligibility
 - B. Acceptance of UWF Internal Audit: UWF 14/15-004 Performance Metrics
 - C. Acceptance of Internal Auditing PCard Reports (July 2014 – September 2014)
 - D. Approval of FY2015/2016-2019 Amended Fixed Capital Outlay Plan
 - E. Approval of Proposed Revised University of West Florida Investment Policy and Addendum
 - F. Adoption of Resolution Approving Issuance of Refunding Debt by UWF Foundation, Inc.
 - G. Approval of UWF REG 3.042 Admission of International Students
 - H. Approval of Tenure as a Condition of Employment: Dr. William Crawley, Dr. Jerry Johnson, and Dr. Lisa Assante
 - I. Approval of Request to Waive Request to Explore and Plan a New Degree Program: BSBA in Supply Chain Logistics Management

Action Items

8. **Collective Bargaining Agreement with the United Faculty of Florida**
9. **Approve UWF 2013-14 Annual Accountability Report for Submission to the Board of Governors**
10. **Dashboard Metric Recommendations from the Metrics Committee**
11. **Appointment of Presidential Contractual Ad Hoc Committee**
12. **Election of Officers**

Informational Items

13. **2015-16 Proposed UWF BOT Meeting Dates/Calendar**

Other Business

Concluding Remarks and Adjournment

Other Activities and Upcoming Events

- | | |
|-------------------|---|
| December 12, 2014 | 3:30 p.m., Commencement Rehearsal – Argo Club |
| December 13, 2014 | UWF Fall Commencement – Pensacola Bay Center <ul style="list-style-type: none">○ Continental breakfast served at 8:30 a.m.○ Morning commencement ceremony begins at 10 am (please arrive by 9:30 am)○ Platform party luncheon at Jackson’s following the morning ceremony - transportation provided○ Afternoon commencement ceremony begins at 2 pm (please arrive by 1:30 pm) |
| February 19, 2015 | UWF Hosting BOG Meeting (if in-person) – UWF Conference Center |
| March 3, 2015 | BOT Committee Meetings – UWF Conference Center |
| March 25, 2015 | BOT Board Meeting – UWF Emerald Coast Fort Walton Beach Campus, 1170 Martin Luther King, Jr., Blvd., Fort Walton Beach, FL 32547 |
| May 21, 2015 | BOT Committee Meetings – UWF Conference Center |
| June 23, 2015 | BOT Board Meeting – UWF Conference Center |
| June 23, 2015 | UWF Boards Appreciation Social & Dinner – Scenic Hills Country Club |
| June 23, 2015 | UWF Joint Boards Strategic Planning Retreat – UWF Conference Center |

Draft Minutes
Audit & Operations Committee Meeting
UWF Board of Trustees
November 18, 2014

Chair Susan O'Connor called the meeting to order on at 9:02 a.m. with committee member Garrett Walton present and Pam Dana participating by telephone.

Other trustees in attendance: BOT Chair Lewis Bear, Jr., Richard Hough, Suzanne Lewis, Dave Cleveland, Jay Patel, Mort O'Sullivan, and Robert Jones.

Others in attendance: Dr. Judy Bense, President; Dr. Martha Saunders, Provost; Dr. Brendan Kelly, VP for University Advancement; Pat Lott, General Counsel, Ms. Betsy Bowers, IVP Business, Finance & Facilities; Dr. George Ellenberg, Vice Provost, Ms. Cynthia Talbert, Interim Director, Internal Auditing; Ms. Ellen Till, Director, Business Affairs & Auxiliary Services; Dr. Jim Hurd, AVP for Student Affairs; Dr. James Barnett, Interim CEO, UWF BEI; Ms. Cindy Faria, AVP Human Resources; Dr. Rick Harper, Executive Director, OEDE; Mr. Peter Robinson, Director, Environmental Health & Safety; Ms. Sandra Thompson, Director, ITS; Dr. Jenae Burkart, Faculty Technology Support Specialist, ITS; Mr. William Coleman, ITS, Ms. Rebecca Sandberg, Program Assistant, Ms. Angela Wallace, Director, Business, Finance and Facilities Division; Dr. Ruth Davison, Director, Housing and Residence Life; Mr. David O'Brien, AVP Business and Property Development; Dr. Dorothy Minear, SVP ASPIRE; Ms. Lisa Berneau, Assistant General Counsel; Ms. Colleen Asmus, AVP Financial Services; Ms. Angela Jones, Director, Procurement and Contracts; Dr. Tim O'Keefe, Dean, College of Business; Mr. Daniel Lucas, Chief Financial Officer, UWF Foundation; Mr. Jeffrey Djerlek, Assistant Controller, Financial Services; Dr. Joffrey Gaymon, AVP Enrollment Affairs; Mr. Pete Shinnick, Head Football Coach; Mr. David Scott, Athletic Director; Dr. Greg Lanier, Dean, University College; Dr. Robert Dugan, Dean, Library Sciences; Mr. Dan Bevel, Internal Auditor; Mr. Matthew Packard, Compliance Specialist; Ms. Rachel Errington, Director, International Education and Programs; Dr. William Crawley, Dean, CEPS; Mr. John Warren, Director, Chief of Police; Dr. Rebecca Kennedy, AVP Counseling Center; Dr. Sarah Lucyzk, Director, Student Affairs Plan; Mr. Andrew Romer, Executive Specialist, Ms. Rebecca Sandberg, Administrative Assistant; and Becky Luntsford, Executive Specialist.

Chair's Greeting

Trustee O'Connor welcomed everyone and thanked all for being here today. She recognized President Judy Bense, Chair Lewis Bear, Jr., Trustees Richard Hough, Suzanne Lewis, Dave Cleveland, Jay Patel, Mort O'Sullivan, and Robert Jones.

Action Items:

1. Acceptance of UWF Internal Audit Reports: Subrecipient Monitoring-14/15-001 and Athletic Eligibility-14/15-002 was presented by Cindy Talbert.

The audit period for Subrecipient Monitoring-14/15-001 was issued November 6, 2014 and included two findings: 1) Policies and procedures regarding subrecipient monitoring need to be updated to reflect current terminology and practices; 2) Pre-Award risk assessment activities by RSP needed strengthening. UWF management indicates they have already implemented the audit report recommendations.

The audit period for Athletic Eligibility-14/15-002 was issued October 10, 2014 and identified four findings: 1) A Banner Student and NCAA Compliance Assistant interface should be explored and possibly implemented; 2) User access to Compliance Assistant should be reviewed and limited to current users with a need; 3) Intercollegiate Athletics department should formalize policies and/or procedures around reviewing and reporting suspected NCAA violations; 4) Manpower resources should be evaluated in Enrollment Affairs and Intercollegiate Athletics, especially given the introduction of a new sport. Additionally, roles need to be clarified. Procedures should be documented, reviewed frequently for necessary revisions, and dated with the last revision. Management has action plans to remedy each situation, as identified by the implementation dates noted.

A motion was made to accept the UWF Internal Audit Reports issued: Subrecipient Monitoring and Athletic Eligibility.

Motion by: Trustee Garrett Walton
Seconded by: Trustee Susan O'Connor
Motion passed.

2. Acceptance of UWF Internal Auditing and Management Consulting – BOG Required Internal Auditing Report Issued: Performance Metrics 14/15-004 was presented by Cindy Talbert.

Internal Auditing & Management Consulting (IAMC) completed one BOG-required audit during the period July-November 2014: Performance Metrics. Audit fieldwork began on October 10, 2014 and ended on November 7, 2014. The audit report was issued November 10, 2014. The audit report included one finding: 1) With UWF's recent transition from a legacy data system to Banner, not all of the key policies and procedures related to the submission of required SUS data files had been updated and formalized in writing yet, to align with the new data system.

UWF management will implement corrective actions. Internal Auditing will follow up to determine if adequate corrective actions occurred.

A motion was made to accept the Board of Governors Required Internal Audit on Performance Metrics Processes.

Motion by: Trustee Garrett Walton
Seconded by: Trustee Susan O'Connor
Motion passed.

3. Acceptance of Internal Auditing PCard Audit Reports (1st Quarter FY 2014/15) was presented by Cindy Talbert.

Seven (7) departments encompassing 26 cardholders were reviewed on a sample basis. Individual reports were distributed to department heads and Procurement & Contracts upon completion of the audits. Most common findings were 1) the business purpose of the transaction was not clearly documented; 2) the cardholder did not consistently sign the transaction documentation.

Management will implement corrective actions to be completed in fiscal year 2014/15. Internal Auditing will follow up to determine if adequate corrective actions occurred.

A motion was made to Accept the Internal Auditing PCard Audit Reports for the 1st Quarter FY 2014/15.

Motion by: Trustee Garrett Walton

Seconded by: Trustee Susan O'Connor

Motion passed.

Information Items:

1. **External Audits – Financial Statement Audit of Direct Support Organizations: UWF Foundation, West Florida Historic Preservation, and UWF Business Enterprises, Inc.** was presented by Cindy Talbert.

2. **Internal Auditing Update on Activities** was presented by Cindy Talbert.

With no further Audit & Operations items to discuss, the meeting was adjourned at 9:17 a.m.

Respectfully submitted,
Becky Luntsford, recording secretary

Draft Minutes

Finance & Facilities Committee Meeting

November 18, 2014

Chair Mort O'Sullivan called the meeting to order at 10:03 a.m. with the following committee members present: Mort O'Sullivan, Suzanne Lewis and Dave Cleveland.

Other trustees in attendance: BOT Chair Lewis Bear, Jr., Richard Hough, Garrett Walton, Jay Patel, Susan O'Connor, and Robert Jones.

Others in attendance: Dr. Judy Bense, President; Dr. Martha Saunders, Provost; Dr. Brendan Kelly, VP for University Advancement; Pat Lott, General Counsel, Ms. Betsy Bowers, IVP Business, Finance & Facilities; Dr. George Ellenberg, Vice Provost, Ms. Cynthia Talbert, Interim Director, Internal Auditing; Ms. Ellen Till, Director, Business Affairs & Auxiliary Services; Dr. Jim Hurd, AVP for Student Affairs; Dr. James Barnett, Interim CEO, UWF BEI; Ms. Cindy Faria, AVP Human Resources; Dr. Rick Harper, Executive Director, OEDE; Mr. Peter Robinson, Director, Environmental Health & Safety; Ms. Sandra Thompson, Director, ITS; Dr. Jenae Burkart, Faculty Technology Support Specialist, ITS; Mr. William Coleman, ITS, Ms. Rebecca Sandberg, Program Assistant, Ms. Angela Wallace, Director, Business, Finance and Facilities Division; Dr. Ruth Davison, Director, Housing and Residence Life; Mr. David O'Brien, AVP Business and Property Development; Dr. Dorothy Minear, SVP ASPIRE; Ms. Lisa Berneau, Assistant General Counsel; Ms. Colleen Asmus, AVP Financial Services; Ms. Angela Jones, Director, Procurement and Contracts; Dr. Tim O'Keefe, Dean, College of Business; Mr. Daniel Lucas, Chief Financial Officer, UWF Foundation; Mr. Jeffrey Djerlek, Assistant Controller, Financial Services; Dr. Joffrey Gaymon, AVP Enrollment Affairs; Mr. Pete Shinnick, Head Football Coach; Mr. David Scott, Athletic Director; Dr. Greg Lanier, Dean, University College; Dr. Robert Dugan, Dean, Library Sciences; Mr. Dan Bevel, Internal Auditor; Mr. Matthew Packard, Compliance Specialist; Ms. Rachel Errington, Director, International Education and Programs; Dr. William Crawley, Dean, CEPS; Mr. John Warren, Director, Chief of Police; Dr. Rebecca Kennedy, AVP Counseling Center; Dr. Sarah Lucyzk, Director, Student Affairs Plan; Mr. Andrew Romer, Executive Specialist, Ms. Rebecca Sandberg, Administrative Assistant; and Becky Luntsford, Executive Specialist.

Chair's Greeting

Chair O'Sullivan welcomed everyone and thanked all for being here today. He recognized President Judy Bense, Chair Lewis Bear, Jr., and Trustees Jones, Hough, Walton, Patel and O'Connor.

Action Items:

1. **Approval FY2015/2016-2019 Amended Fixed Capital Outlay Plan** was presented by Jim Barnett.

UWF will request a Legislative re-appropriation of the FY14/15, \$11.0 Million, in addition to a FY2015/2016 appropriation of \$8.671 Million. Changes to the Plan were approved during the June 2014 BOT meeting. The Board of Governors will compile the list from each of the State University System universities and present it to the Legislature and Governor, along with request from community colleges and public schools. The Legislature then determines which projects are funded. This process is pursuant to

Florida Statute 1013.64, and Sections 216.0158 and 216.043.

A motion was made to approve the Fiscal Year 2015/16-2019 Amended Fixed Capital Outlay Plan.

Motion by: Trustee Suzanne Lewis

Seconded by: Trustee Dave Cleveland

Motion passed unanimously.

2. UWF Investment Policy was presented by Colleen Asmus.

A written investment policy for the University was presented and approved at the December 9, 2011 meeting of the University Board of Trustees. Subsequent to the approval of that policy, discussions with parties responsible for investments at other State University System Institutions and with the University's investment consulting firm brought to light some clarifications that should be made to UWF's existing investment policy in order to facilitate its implementation and promote its success.

In accordance with 218.415(17)(a) Florida Statutes, in the absence of a written investment policy the University, like other local government entities, is authorized to invest surplus funds in a limited way. The proposed revised University investment policy remains in agreement with the guidelines established by 218.415 Florida Statutes.

A motion was made to approve the amendment to the existing UWF Investment Policy - BOT Policy 09.01-12/11. The new policy number will be BOT 09.02-12/14.

Motion by: Trustee Dave Cleveland

Seconded by: Trustee Suzanne Lewis

Discussion: Trustee Cleveland asked how often the Investment Committee meets and how often will the the Board of Trustees be updated. Chair O'Sullivan explained the committee should meet semi-annually and he confirmed that updates will be provided to the full Board of Trustees.

Motion passed unanimously.

3. Issuance of Refunding Debt by UWF Foundation, Inc. was presented by Jim Hurd.

The Foundation has worked diligently with the University since 1997 to develop student housing facilities for the University, greatly enhancing student life and the traditional feel of the campus. This resolution approves the issuance by the Foundation of up to \$16,000,000 in debt to be used to refund the Foundation's outstanding Dormitory Revenue Refunding Bonds (UWF Foundation, Inc. Project), Series 2005 (the "Refunded Bonds") in the event that debt service savings can be obtained without extension of the remaining life of the Refunding Bonds. Current market analysis indicates that the debt

service savings accomplished by the refunding would be over 7% of refunded principal, net of issuance and escrow costs.

The BOT previously adopted a resolution authorizing the issuance of debt to finance additional new student housing facilities. Staff has concluded that the additional of new facilities is not financially feasible at this time but recommends proceeding with the refunding for debt service savings.

A motion was made to approve the Issuance of Refunding Debt by the UWF Foundation, Inc.

Motion by: Trustee Suzanne Lewis
Seconded by: Trustee Dave Cleveland
Motion passed unanimously.

INFORMATION ITEM:

1. **Fiscal Year 2014/15 Operating Budget Summary (1st Quarter FY 2014/15)** was presented by Betsy Bowers.

With no further Finance & Facilities items to discuss, the meeting was adjourned at 10:15 a.m.

Respectfully submitted,
Becky Luntsford, recording secretary

Draft Minutes
Executive Committee Meeting
November 18, 2014

Chair Lewis Bear, Jr. called the meeting to order at 10:26 a.m. with the following committee members present: Lewis Bear, Jr., Robert Jones, Mort O'Sullivan, Susan O'Connor, Jay Patel, and Dave Cleveland.

Other trustees in attendance: Richard Hough and Garrett Walton. Trustees LuTimothy May and Pam Dana joined by teleconference.

Others in attendance: Dr. Judy Bense, President; Dr. Martha Saunders, Provost; Dr. Brendan Kelly, VP for University Advancement; Dr. Kevin Bailey, VP for Student Affairs; Pat Lott, General Counsel, Ms. Betsy Bowers, IVP Business, Finance & Facilities; Dr. George Ellenberg, Vice Provost, Ms. Cynthia Talbert, Interim Director, Internal Auditing; Ms. Ellen Till, Director, Business Affairs & Auxiliary Services; Dr. Jim Hurd, AVP for Student Affairs; Dr. James Barnett, Interim CEO, UWF BEI; Ms. Cindy Faria, AVP Human Resources; Dr. Rick Harper, Executive Director, OEDE; Mr. Peter Robinson, Director, Environmental Health & Safety; Ms. Sandra Thompson, Director, ITS; Dr. Jenae Burkart, Faculty Technology Support Specialist, ITS; Mr. William Coleman, ITS, Ms. Rebecca Sandberg, Program Assistant, Ms. Angela Wallace, Director, Business, Finance and Facilities Division; Dr. Ruth Davison, Director, Housing and Residence Life; Mr. David O'Brien, AVP Business and Property Development; Dr. Dorothy Minear, SVP ASPIRE; Ms. Lisa Berneau, Assistant General Counsel; Ms. Colleen Asmus, AVP Financial Services; Ms. Angela Jones, Director, Procurement and Contracts; Dr. Tim O'Keefe, Dean, College of Business; Mr. Daniel Lucas, Chief Financial Officer, UWF Foundation; Mr. Jeffrey Djerlek, Assistant Controller, Financial Services; Dr. Joffrey Gaymon, AVP Enrollment Affairs; Mr. Pete Shinnick, Head Football Coach; Mr. David Scott, Athletic Director; Dr. Greg Lanier, Dean, University College; Dr. Robert Dugan, Dean, Library Sciences; Mr. Dan Bevel, Internal Auditor; Mr. Matthew Packard, Compliance Specialist; Ms. Rachel Errington, Director, International Education and Programs; Dr. William Crawley, Dean, CEPS; Mr. John Warren, Director, Chief of Police; Dr. Rebecca Kennedy, AVP Counseling Center; Dr. Sarah Lucyzk, Director, Student Affairs Plan; Mr. Andrew Romer, Executive Specialist, Ms. Rebecca Sandberg, Administrative Assistant; and Becky Luntsford, Executive Specialist.

Chair's Greeting

Chair Bear welcomed everyone and thanked all for being here today. He recognized President Judy Bense and all trustees present.

INFORMATION ITEMS:

1. **BOG Performance Funding Metrics Improvement Plan Update** was presented by Dottie Minear.
2. **Update from the Metrics Committee** was provided by Trustee Dave Cleveland who chairs the committee.

Lewis Bear, Jr., Chair of the UWF Board of Trustees advised the Executive Committee that he would proceed with the appointment of Trustee Mort O'Sullivan as Chair Bear's designee to the Institute for Human and Machine Cognition (IHMC) Board of Directors with approval of the Executive Committee.

Chair Bear announced that Provost Martha Saunders will serve on the IHMC Board of Directors as President Bense's designee.

With no further Executive Committee items to discuss, the meeting was adjourned at 10:49 a.m.

Respectfully submitted,
Becky Luntsford, recording secretary

Draft Minutes

Academic Affairs Committee Meeting

November 18, 2014

Chair Bob Jones called the meeting to order at 11:02 a.m. with the following committee members present: Bob Jones and Richard Hough. Trustee Bentina Terry was absent.

Other trustees in attendance: BOT Chair Lewis Bear, Jr., Mort O'Sullivan, Susan O'Connor, Jay Patel, Richard Hough, Garrett Walton, Ethan Friedland, and Dave Cleveland.

Others in attendance: Dr. Judy Bense, President; Dr. Martha Saunders, Provost; Dr. Brendan Kelly, VP for University Advancement; Dr. Kevin Bailey, VP for Student Affairs; Pat Lott, General Counsel, Ms. Betsy Bowers, IVP Business, Finance & Facilities; Dr. George Ellenberg, Vice Provost, Ms. Cynthia Talbert, Interim Director, Internal Auditing; Ms. Ellen Till, Director, Business Affairs & Auxiliary Services; Dr. Jim Hurd, AVP for Student Affairs; Dr. James Barnett, Interim CEO, UWF BEI; Ms. Cindy Faria, AVP Human Resources; Dr. Rick Harper, Executive Director, OEDE; Mr. Peter Robinson, Director, Environmental Health & Safety; Ms. Sandra Thompson, Director, ITS; Dr. Jenae Burkart, Faculty Technology Support Specialist, ITS; Mr. William Coleman, ITS, Ms. Rebecca Sandberg, Program Assistant, Ms. Angela Wallace, Director, Business, Finance and Facilities Division; Dr. Ruth Davison, Director, Housing and Residence Life; Mr. David O'Brien, AVP Business and Property Development; Dr. Dorothy Minear, SVP ASPIRE; Ms. Lisa Berneau, Assistant General Counsel; Ms. Colleen Asmus, AVP Financial Services; Ms. Angela Jones, Director, Procurement and Contracts; Dr. Tim O'Keefe, Dean, College of Business; Mr. Daniel Lucas, Chief Financial Officer, UWF Foundation; Mr. Jeffrey Djerlek, Assistant Controller, Financial Services; Dr. Joffrey Gaymon, AVP Enrollment Affairs; Mr. Pete Shinnick, Head Football Coach; Mr. David Scott, Athletic Director; Dr. Greg Lanier, Dean, University College; Dr. Robert Dugan, Dean, Library Sciences; Mr. Dan Bevel, Internal Auditor; Mr. Matthew Packard, Compliance Specialist; Ms. Rachel Errington, Director, International Education and Programs; Dr. William Crawley, Dean, CEPS; Mr. John Warren, Director, Chief of Police; Dr. Rebecca Kennedy, AVP Counseling Center; Dr. Sarah Lucyzk, Director, Student Affairs Plan; Mr. Andrew Romer, Executive Specialist, Ms. Rebecca Sandberg, Administrative Assistant; and Becky Luntsford, Executive Specialist.

Chair's Greeting

Chair Jones welcomed everyone and thanked all for attending. He recognized President Judy Bense, Chair Lewis Bear, Jr., and Provost Martha Saunders.

Action Items:

1. **UWF REG-3.042 Admission of International Students** was presented by Rachel Errington.

The proposed amendment to the Admission of International Students regulation is necessary in order to update the English proficiency score requirement to the appropriate equivalencies between the TOEFL and IELTS tests. Medical and financial requirements for international students were also updated in order to comply with University Policy AC-28.02-07/14 Health Requirements for International Applicants.

A motion was made to recommend approval by the full Board on December 12, 2014 of the amendment of UWF REG 3.042 Admission of International Students as set forth in the supporting documentation. This regulation must be approved by the Florida Board of Governors before becoming effective. This regulation will be forwarded to the BOG for approval upon BOT action.

Motion by: Trustee Richard Hough

Seconded by: Trustee Robert Jones

Motion passed unanimously.

1. Tenure as a Condition of Employment presented by Provost Martha Saunders.

The following faculty are to be considered for tenure:

- Dr. William Crawley, Dean, College of Education and Professional Studies
- Dr. Jerry Johnson, Chair, Teacher Education and Educational Leadership
- Dr. Lisa Assante, Chair, Hospitality, Recreation and Resort Management

A motion was made to recommend the full Board grant tenure as a condition of employment for Dr. William Crawley, Dr. Jerry Johnson, and Dr. Lisa Assante as set forth in the supporting documentation.

Motion by: Trustee Richard Hough

Seconded by: Trustee Robert Jones

Motion passed unanimously.

2. Request to Waive Request to Explore and Plan a New Degree Program – BSBA in Supply Chain Logistics Management was presented by Dr. Tim O’Keefe.

The College of Business wishes to convert the current Supply Chain Logistics specialization in its BSBA in Marketing to a stand-alone BSBA in Supply Chain Logistics Management. The College respectfully requests waiver of the requirement to submit a Request to Explore and Plan a New Degree Program and, thus, permission to proceed directly to preparing and submitting a Request to Implement a New Degree Program.

A motion was made to recommend approval by the full Board on December 12, 2014 to Approve the Request to Waive Request to Explore and Plan a d NNew Degree Program converting the current Supply Chain Logistics specialization in the BSBA in Marketing to a stand-alone BSBA in Supply Chain Logistics Management.

Motion by: Trustee Richard Hough

Seconded by: Trustee Robert Jones

Motion passed unanimously.

With no further Academic Affairs items to discuss, Chair Jones adjourned the meeting at 11:23 a.m.

Respectfully submitted,
Becky Luntsford, recording secretary

Draft Minutes
Student Affairs Committee Meeting
November 18, 2014

Chair Jay Patel called the meeting to order at 11:39 a.m. with the following committee members present: Jay Patel and Ethan Friedland. Trustee LuTimothy May joined by teleconference.

Other trustees in attendance: BOT Chair Lewis Bear, Jr., Mort O’Sullivan, Susan O’Connor, Richard Hough, Garrett Walton, Robert Jones, Richard Hough, and Dave Cleveland.

Others in attendance: Dr. Judy Bense, President; Dr. Martha Saunders, Provost; Dr. Brendan Kelly, VP for University Advancement; Dr. Kevin Bailey, VP for Student Affairs; Pat Lott, General Counsel, Ms. Betsy Bowers, IVP Business, Finance & Facilities; Dr. George Ellenberg, Vice Provost, Ms. Cynthia Talbert, Interim Director, Internal Auditing; Ms. Ellen Till, Director, Business Affairs & Auxiliary Services; Dr. Jim Hurd, AVP for Student Affairs; Dr. James Barnett, Interim CEO, UWF BEI; Ms. Cindy Faria, AVP Human Resources; Dr. Rick Harper, Executive Director, OEDE; Mr. Peter Robinson, Director, Environmental Health & Safety; Ms. Sandra Thompson, Director, ITS; Dr. Jenae Burkart, Faculty Technology Support Specialist, ITS; Mr. William Coleman, ITS, Ms. Rebecca Sandberg, Program Assistant, Ms. Angela Wallace, Director, Business, Finance and Facilities Division; Dr. Ruth Davison, Director, Housing and Residence Life; Mr. David O’Brien, AVP Business and Property Development; Dr. Dorothy Minear, SVP ASPIRE; Ms. Lisa Berneau, Assistant General Counsel; Ms. Colleen Asmus, AVP Financial Services; Ms. Angela Jones, Director, Procurement and Contracts; Dr. Tim O’Keefe, Dean, College of Business; Mr. Daniel Lucas, Chief Financial Officer, UWF Foundation; Mr. Jeffrey Djerlek, Assistant Controller, Financial Services; Dr. Joffrey Gaymon, AVP Enrollment Affairs; Mr. Pete Shinnick, Head Football Coach; Mr. David Scott, Athletic Director; Dr. Greg Lanier, Dean, University College; Dr. Robert Dugan, Dean, Library Sciences; Mr. Dan Bevel, Internal Auditor; Mr. Matthew Packard, Compliance Specialist; Ms. Rachel Errington, Director, International Education and Programs; Dr. William Crawley, Dean, CEPS; Mr. John Warren, Director, Chief of Police; Dr. Rebecca Kennedy, AVP Counseling Center; Dr. Sarah Lucyzk, Director, Student Affairs Plan; Mr. Andrew Romer, Executive Specialist, Ms. Rebecca Sandberg, Administrative Assistant; and Becky Luntsford, Executive Specialist.

Chair’s Greeting

Chair Patel welcomed everyone and thanked all for being here today. He recognized President Judy Bense, Chair Lewis Bear, Jr., and Vice President Kevin Bailey and all trustees present.

Action Item:

1. Approval of September 2, 2014 BOT Student Affairs Committee Meeting Minutes.

Chair Patel explained these minutes were not distributed to committee members for review in a timely fashion following the September 2, 2014 committee meeting. Subsequently, these minutes have now been distributed to committee members and are being submitted for committee approval.

A motion was made to approve the September 2, 2014 BOT Student Affairs Committee Meeting Minutes

Motion by: Trustee Ethan Friedland
Seconded by: Trustee LuTimothy May
Motion passed unanimously.

INFORMATION ITEM(S):

1. **Campus Safety Update** was presented by Dr. Kevin Bailey and Chief John Warren.
2. **Ebola Update** was presented by Mr. Peter Robinson and Dr. Rebecca Kennedy.
3. **Results of the 2014 Graduating Student Survey** was presented by Dr. Sarah Luczyk.

Chair Patel announced that after today, Board of Trustees Committee Meetings will be held in the UWF Conference Center on the main campus. The March 25, 2015 Full Board meeting will still be held at the UWF Emerald Coast Campus in Fort Walton Beach. All remaining scheduled BOT committee and full board meetings will be held at the UWF Conference Center.

With no further Student Affairs items to discuss, the meeting was adjourned at 12:05 p.m.

Respectfully submitted,
Becky Luntsford, recording secretary

Draft Minutes
UWF Board of Trustees
UWF Conference Center
September 9, 2014

The meeting of the UWF Board of Trustees was called to order at 9:01 a.m. by Lewis Bear, Jr., BOT Chair.

APPROVAL OF MINUTES BY COMMITTEES

Chairman Bear called on each committee chair to convene his/her committee for adoption of their minutes.

Audit and Operations: Garrett Walton, Audit and Operations Committee member called the meeting to order and asked for a motion to approve their August 14, 2014 minutes.

- August 14, 2014 Audit & Operations Minutes
- August 14, 2014 Audit & Operations Agenda

Motion by: Trustee Pam Dana
Seconded by: Trustee Garrett Walton
Motion passed.

Finance and Facilities: Dave Cleveland, Finance and Facilities Committee member called the meeting to order and asked for a motion to approve their August 14, 2014 minutes.

- August 14, 2014 Finance & Facilities Committee Minutes
- August 14, 2014 Finance & Facilities Committee Agenda

Motion by: Trustee Suzanne Lewis
Seconded by: Trustee Dave Cleveland
Motion passed.

Executive Committee: Lewis Bear, Jr., Executive Committee chair called the meeting to order and asked for a motion to approve their August 14, 2014 minutes.

- August 14, 2014 Executive Committee Minutes
- August 14, 2014 Executive Committee Agenda

Motion by: Trustee Bob Jones
Seconded by: Trustee Dave Cleveland
Motion passed.

Student Affairs: Jay Patel, Student Affairs Committee chair called the meeting to order and asked for a motion to approve their September 2, 2014 minutes.

- *September 2, 2014 Executive Committee Minutes*
- *September 2, 2014 Executive Committee Agenda*

The September 2, 2014 Student Affairs Committee meeting minutes were not distributed and will be placed on the next Student Affairs Committee meeting agenda.

Academic Affairs: Richard Hough, Academic Affairs Committee member called the meeting to order and asked for a motion to approve their August 14, 2014 minutes.

- *August 14, 2014 Audit & Operations Minutes*
- *August 14, 2014 Audit & Operations Agenda*

Motion by: Trustee Bentina Terry

Seconded by: Trustee Richard Hough

Motion passed.

FULL BOARD

Chair Bear called the full Board meeting to order at 9:06 a.m.

Dr. Kim Brown called roll with the following trustees present as noted here. Mr. Lewis Bear, Jr.; Mr. Dave Cleveland; Mr. Ethan Friedland; Dr. Richard Hough; Ms. Suzanne Lewis; Mr. Jay Patel; Dr. Pam Dana (joined by conference call); Mr. Robert Jones; Rev. LuTimothy May, Ms. Bentina Terry, and Mr. Garrett Walton.

Trustees O'Sullivan and O'Connor were absent.

Others attending:

Dr. Judy Bense, President; Dr. Martha Saunders, Provost & VP for Academic Affairs; Dr. Kevin Bailey, VP Student Affairs; Dr. Susan Stephenson, VP for Business, Finance & Facilities; Dr. Brendan Kelly, IVP University Advancement; Dr. Kim Brown, VP & Chief of Staff; Ms. Pat Lott, General Counsel; Dr. George Ellenberg, Vice Provost; Dr. Dottie Minear, Sr. Associate VP; Rebecca Sandberg, Program Assistant; Andrew Romer, Executive Specialist; and Rebecca Luntsford, Executive Specialist.

1. CALL TO ORDER AND CHAIR'S REMARKS

Chair Bear welcomed everyone and reminded those present that time has been set aside during the meeting today to allow public comment on matters coming before the Board. He instructed anyone wanting to speak on an item on today's agenda, to complete a *Request to Address the*

UWF Board of Trustees form as required. The forms are available on a table in the back of the room and should be provided to the Board of Trustees' administrative assistant, Becky Luntsford in advance of the public comment period.

2. PRESIDENT'S REPORT

Dr. Bense gave her President's Report to the Board.

- Fall 2014 is underway. It is wonderful to welcome back our students. You will hear an enrollment update later on the agenda.
- This week is Academic Integrity Week. SGA will be hosting "Know your code" events all week in an effort to focus on the importance of academic integrity.
- Our welcome back activities, dubbed ArgoArrival have been a big hit. We had approximately 1,200 students and parents attend. The Beach Bash ran out of box lunches after 500 and out of bottled water at 1500; the Target Late Night had a line wrapped all the way around the building to the loading dock. The students are enjoying the engagement activities.
- Our campus is making great strides in implementing the BOG Improvement Plan for 2014/15 and I think we are on track to meet the goals. We will also continue our laser focus on moving up in the rankings.
- We were able to provide a 3.8% bonus to our staff and out-of-unit faculty this summer. I committed that if we are able to raise our standing in the BOG metrics and bring home metric funds we will make it recurring.
- I am pleased to announce that our SACS/COC reaffirmation self-study report was submitted to the off-site review team last Thursday. This is the product of years of work by 16 teams across our campus. It is a great accomplishment and I'd like to thank Dottie Minear and the ASPIRE team for leading this effort! We will host the on-site team in the spring and decisions will be made next December.
- UWF was named again this year by the Chronicle of Higher Education as a Great Colleges to Work For.
- UWF was named among the 2014 "Best of the Best" lists by *U. S. Veterans Magazine*. UWF was recognized in the category of "Top Veteran-Friendly Schools," among other competitive institutions in the United States. UWF was also recently named in the "Top Military-Friendly Schools" list in the *2014 Guide to Military Schools*.
- UWF and PSC announced a new partnership at the end of June. Our two institutions established the PSC2UWF Program. This program will provide students the opportunity to complete an associate's degree program at PSC and transfer to UWF to complete a bachelor's degree. This partnership will streamline processes, create efficiencies, and expand offerings, but most importantly, it will enhance the student experience and opportunities.

- Last week we held the UWF Innovation Institute's grand opening ceremony in downtown Pensacola, Belmont-Devillers. The Innovation Institute will serve as a hub to identify and develop educational projects that will have a substantial impact on our region and state. It is currently overseeing the Complete Florida Plus program, the Cybersecurity Institute, the curriculum for the National Flight Academy, just to name a few.

Research Funds/Projects

So far this fiscal year starting 7/1/2014 we have received 14 grants totaling just over \$1.8M.

Development Highlights

Some highlights of recent major gifts include:

- A \$250,000 gift commitment from Brian and Kim Pennington to the College of Business towards a scholarship endowment and Professional Readiness Initiatives.
- A contribution of \$20,000 from Donald Carunchio towards Women's Basketball and Soccer Scholarship Endowments
- UWF Football Founders have received \$420,000 in gifts and pledges.
- Recently, the UWF Football Blitzers completed their initiative by reporting gifts and pledges of \$80,000, which is \$20,000 over their goal.
- This afternoon the Advancement Division is hosting an announcement of a major gift. This announcement will take place in the Argonaut Athletics Club at 2:00 p.m. I hope you can attend.

Student & Faculty Achievements

- Five students on our Health Occupation Students of America team recently placed in the Top 3 in their respective categories at the 2014 HOSA National Leadership Conference in Orlando. Collectively, the group received recognition as Post-Secondary Outstanding HOSA Chapter, after earning the same title at the state competition earlier this year. They are led by faculty member Angela Hahn.
- Students from the UWF Department of Social Work traveled to Guatemala this summer to experience firsthand the impact of serving in an impoverished country. Twelve undergraduate and graduate students made the trip in collaboration with Hearts in Motion, a non-profit organization that provides care and medical treatment for children, families and communities in the U.S. and Central and South America.
- Ten UWF Public Relations students were recently honored with the Golden Image Award and a Grand All Golden Image Award from the Florida Public Relations Association for their rebranding campaign for the Imogene Theatre in Milton. The students were a part of the PR Campaigns class, led by faculty member Eileen Perrigo.

- The UWF's Military and Veterans Resource Center recently awarded scholarships to six students who are military veterans or dependents of active or retired military at their annual scholarship luncheon on July 30. The Brig. Gen. and Mrs. Michael Ferguson Scholarship Endowment, Buzz and Laure Ambersley Memorial Scholarship and the Navy Federal Credit Union Scholarship made these awards possible.
- "*Lone Birch*", a painting by John Markowitz, Program Director for the UWF Department of Art was one of 90 works chosen from more than 1,500 entries is featured in the Red Clay Survey Art Exhibit at the Huntsville Museum of Art.
- UWF was recently selected to receive a National Institute of Health grant totaling approximately \$930,000, thanks to the efforts of Dr. Karen Molek and Dr. Michael Huggins. The award money will be distributed over the next five years and will provide support for under-represented undergraduate students pursuing PhD or MD/PhD degrees in biomedical and behavioral sciences.

Upcoming Events

- UWF hosts BOG Meeting September 17-18. Most Governors and their staffs will arrive the afternoon and evening of September 16. Please make plans to participate in the events, meeting and activities planned. We will be hosting a reception at 5:30 p.m. in the School of Science & Engineering Building 4 on Wednesday afternoon immediately following the Board meeting.
- I will host my annual State of the University Address and campus BBQ on Sept 24 at 10am. You are all invited to attend.

Dr. Bense said with that Mr. Chair, I conclude my report.

3. RECOGNITIONS

Chair Bear called on Dr. Martha Saunders and Dr. Kevin Bailey to introduce and invite Dave Scott to the podium. Dave Scott presented the Gulf South Conference All-Sports Trophies to the Board of Trustees, President Bense and the UWF leadership. These trophies were awarded during the 2013-14 Academic Year.

Dr. Saunders then introduced UWF student and pianist, James Matthews to the Board. James is a music performance major and recipient of a music talent scholarship. He has performed at Carnegie Hall in New York City in the American Protégé International piano and strings competition where he was selected as an Honorable Mention winner. James will perform at the BOG reception on September 17, 2014.

4. APPROVAL OF MINUTES

Chair Bear reminded the trustees they had been given the opportunity ahead of time, to review the minutes of June 12, 2014 Board of Trustees Meeting, June 12, 2014 UWF BOT Meeting with Board of Governors Leadership, June 12, 2014 Joint Boards Appreciation Dinner, and June 13, 2014 Joint Boards Strategic Planning Retreat . Chair Bear asked for a motion to approve if there were no changes or corrections.

- June 12, 2014 UWF Board of Trustees Meeting
- June 12, 2014 UWF BOT Meeting with Board of Governors Leadership
- June 12, 2014 UWF Joint Board Appreciation Dinner
- June 13, 2014 UWF Joint Boards Strategic Planning Retreat

Motion by: Trustee Garrett Walton

Seconded by: Trustee Bentina Terry

Motion passed unanimously.

5. COMMITTEE REPORTS

Audit and Operations Committee - Garrett Walton, Committee Member

The Audit & Operations Committee had three action items and one informational item presented.

Action items:

1. **Recommended Acceptance of the Internal Auditing PCard 4th Quarter 2014 Reports and Fiscal Year Summary of PCard Audits for FY 2013/14.** Ms. Betsy Bowers provided a clear overview of the PCard audits completed during the 4th quarter and highlighted results and corrective actions.
2. **Recommended Acceptance of UWF Internal Auditing & Management Consulting – Internal Auditing Reports Issued** was presented by Betsy Bowers.
 - a. **Material & Supplies Fees and Equipment Fees-Biology Department – UWF 13/14 006** The audit report included two (2) findings. UWF management had action plans to remedy each situation no later than July 1, 2014.
 - b. **Material &Supplies Fees and Equipment Fees-Health, Leisure & Exercise Science Department – UWF 13/14-008.** Audit fieldwork began on March 28, 2014, and ended

on April 7, 2014. The audit report was issued June 10, 2014. The audit identified three (3) findings. By the end of December 2014 UWF management will have addressed all weaknesses identified in the report.

- 3. Recommend Approval of 2014 Florida Educational Equity Act Report** - presented by Cindy Faria. The Florida Education Equity Act Report is completed annually by each Florida public university and includes information on the universities progress in implementing strategic initiatives related to equity and access in academic services, programs, and student enrollment; equity in athletics; and equity in employment as required by Regulation 2.003 Equity and Access. Each university's Florida Educational Equity Act is approved by the Board of Trustees and is submitted to the Board of Governors.

Informational items:

- 1. Internal Auditing Update on Activities** - Betsy Bowers provided the committee with an overview of activities within Internal Auditing and Management Consulting.

Finance and Facilities Committee – Dave Cleveland, Committee Member

The Finance & Facilities Committee had seven action items and two informational items presented.

Action items:

1. Presentation was made by Ms. Patt Lott recommending **Adoption and Approval of the Revised Board of Governors Debt Management Guidelines dated 11/21/2013 as the Debt Management Policy for the University of West Florida** by the Full Board of Trustees.
Section 1010.62, Florida Statutes, Revenue bonds and debt, states in relevant part: *A state university or direct-support organization may not issue debt without the approval of the Board of Governors.* The Board of Trustees adopted the BOG Policy regarding authorization and approval of university debt and related Debt Management Guidelines on April 27, 2006. The BOG issued a revision of its guidelines effective 11/21/2013. We are recommending adoption and approval of those revisions today.
2. Recommended **Approval of the UWF Campus Development Agreement with Escambia County** was presented by Ms. Pat Lott.
The Board of Trustees adopted the 2011/2016 Campus Master Plan during the June 14, 2012 meeting. This updated information was used to prepare the Campus Development Agreement with Escambia County. The Escambia County Board of County

Commissioners approved the CDA on June 3, 2014. This agreement is intended to address implementation and mitigation impacts reasonably expected over the term of the CDA on public utilities and road infrastructure as a result of the Updated Campus Master Plan.

3. **Amend Sublease Agreement Between UWF and UWF Foundation** was presented by Dr. Susan Stephenson, Ms. Pat Lott, and Dr. Jim Barnett.

The Finance and Facilities Committee recommend that the UWF Board of Trustees **Approve the form of the Fourth Amendment to the Sublease Agreement between the University of West Florida and the Univeristy of West Florida Foundation, Inc.** This amendment will reflect that an additional one-half (.5) acre parcel, plus or minus, will be added to the subleased premises to be used for a 270-bed First Time in College student residence hall (the "2016 Housing Project"). The subject parcel is located within south central campus, and north of the Aquatic Center building. This subleased parcel will be part of the Phase I scope of development of the University Park Project.

We also Recommend **Authorizing the Vice President of Business, Finance and Facilities of the University of execute the Fourth Amendment to the Sublease Agreement** in substantially the form attached hereto, with such changes and modifications as may be approved by the Vice President with advice from General Counsel to the University.

4. Recommended **Approval of Revisions to the Florida Electronic Funds Transfer Policy for the University of West Florida** was presented by Pat Lott.

The proposed policy revision reflects that the responsible Office is the Division of Business, Finance, and Facilities. No substantive changes were made. This policy revision was routed through the University's Policy system in May of 2014.

5. A presentation was made by Dr. Jim Hurd recommending the **Board Adopt the Resolution Approving the Issuance of (i) not exceeding \$23,000,000 principal amount of Debt by the University of West Florida Foundation, Inc. to finance additional student housing facilities on the campus of the University and (ii) not exceeding \$16,000,000 principal amount of debt by the University of West Florida Foundation to refund the outstanding Series 2005 Bonds to achieve debt service savings; and requesting the Board of Governors to approve the issuance of such debt, making certain findings, and authorizing University officials to take certain actions in connection therein.**

UWF Staff examined market studies, financial analyses, and competitive proposals in making their recommendation. It is expected that approval of the Board of Governors will be received approximately ninety days following submittal, with a target of the BOG's November 2014 meeting, and that the Foundation will proceed immediately to

issue the debt, with the goal that 270 additional beds will be available for students in fall, 2016.

6. **Recommend Approval of the proposed amendment to UWF/REG 6.002, Leasing Program to bring the regulation in compliance with Board of Governors Regulations** was presented to our Committee by Ms. Angela Jones.

The proposed amendments update the regulation to conform to Board of Governors' regulation 17.001 concerning the leasing authority of the university, updates the regulation to reflect current organizational titles, and deletes language regarding solicitations that will be moved to the Standard Operating Procedures of the Office of Procurement and Contracts.

7. **Recommend Adoption of the Proposed Resolution Providing for the Issuance of a Not Exceeding \$3,000,000 Promissory Note evidencing a loan made by the UWF Foundation, Inc. to finance a portion of the cost of certain athletic improvements to be located on the main campus** presented by Pat Lott.

It is expected that the planned financing will be supported by the University's athletics fee and other available revenues. The resolution contemplates that the University may choose to refinance the loan at a later date. The loan will not constitute a general obligation or debt of the University or the Foundation within the meaning of any constitutional or statutory prohibition.

Informational Items:

1. **UWF Efficiency Report** – Each year, in preparation of the upcoming Legislative Budget Request, the BOG requests each university to submit a white paper outlining the various efficiencies that have been implemented at their institution. Dr. Susan Stephenson provided and shared with the committee this year's efficiency report that was also provided to the BOG on August 4, 2014.
2. **Florida Sales Tax Exemption on Student Meal Plans** – Ms. Ellen Till reported that new legislation has been enacted allowing a sales tax exemption for student meal plans, including those at colleges and universities. UWF meets all of the requirements and will be able to implement the tax exemption on meal plans being purchased beginning the Fall 2014 semester.

Student Affairs – Jay Patel, Chair

The Audit & Operations Committee had two action items and five informational items presented.

Action Items:

1. Recommended **Revisions to UWF REG 3.010 Student Code of Conduct** presented by Dr. Jim Hurd, Dr. Gentry McCreary and Ms. Anita Schonberger.

Revisions to this regulation are for the purpose of ensuring alignment between this regulation and UWF REG 3.018 *Prohibition of Hazing – Procedures and Penalties* by adding specific conforming language.

Additional revisions to this regulation have been made pursuant to staff review for clarity and to recent guidance provided by the U.S. Department of Education Office of Civil Rights in their July 14, 2013 Dear Colleague Letter.

2. Recommended **Revisions to UWF REG 3.018 Prohibition of Hazing – Procedures and Penalties and Proposed Revisions to Florid Administrative Code Rule 6c6-3.018 F.A.C. as set forth in supporting documentation** – was presented by Dr. Jim Hurd, Dr. Gentry McCreary and Ms. Anita Schonberger.

In the process of cyclical review and updating University Regulations and Policies, it was determined that this regulation could be enhanced by emerging best practices in hazing policies. The University is required to have a rule, published in the Florida Administrative Code, on hazing because hazing is prohibited by and made a criminal offense by Florida Statute 1006.63. If changes to the regulation are approved, we will then need to amend the rule accordingly.

Informational Items:

1. **Career Services at UWF** – Ms. Lauren Loeffler made a PowerPoint presentation giving an in-depth overview of Career Services at UWF.
2. **Educational Benchmark, Inc. (EBI) Survey Results for Housing** – Mr. Brad Menard and Ms. Krista Boren presented the survey outcomes.
3. **Leadership and Service Program Review** – Ms. Tara Kermiet provided the Student Affairs committee with the University Commons and Student Involvement Leadership & Service Program Needs Assessment and Overview.
4. **2014 Florida Educational Equity Act Report** – Ms. Cindy Faria presented highlights from the 2014 Report. The Human Resources Department gathered information for this report from Institutional Research and Effectiveness Support; Research and Sponsored Programs; Enrollment Services; Academic Affairs; Student Affairs; and Intercollegiate Athletics.

5. **Title IX Update** – Dr. Brandon Frye provided an update on the Title IX reports, compliance, policy, committee structure, timeline, developments, trainings, and planned efforts.

Academic Affairs Committee – Richard Hough, Committee Member

The Academic Affairs Committee had three action items for approval, and three informational items.

Action Items:

1. Provost Martha Saunders presented the recommendation to **Approve Tenure as a Condition of Employment** for two faculty:
Dr. Kurt Wise, Chair, Department of Communication Arts began his appointment on August 8, 2014; and Dr. Steven Brown, Dean, College of Arts, Social Sciences and Humanities will begin his appointment on September 15, 2014.
2. **Approve Request to Designate the B.A. Theatre and B.F.A. Music Theatre as Limited Access** was presented by Dr. Jay Clune.

This is a recommendation from National Association of Schools of Theatre (NAST) to improve program quality in preparation for accreditation. The request for designation as a limited access program has been reviewed and approved by the Department of Theatre Chair Charles Houghton, Acting Dean of the College of Arts , Social Sciences and Humanities, Jay Clune, EEO representative Cindy Faria, and Provost Martha Saunders.

3. **Amendment to UWF Regulation 3.001, Admission Standards for First Time in College Student Applicants** was presented by Dr. Joffrey Gaymon.

After the June, 2014 Board of Trustees meeting, the University provided proposed changes to this regulation to the Board of Governors. The Board of Governors requested the University make three additional changes to the regulation before providing its final approval. Those three changes are: 1) adding language to tell applicants that they will receive an admission decision on a timely basis, as defined by the Board of Trustees, 2) adding language to notify applicants who were denied admission that they can request the reasons that they were defined, and 3) adding language to notify “Talented Twenty” students that they can seek admission to UWF under the provisions of Board of Governors Regulation 6.002.

Informational Items:

1. **Division of Academic Affairs Update** – Presented by Dr. Saunders.
2. **Summary of Degree Program Changes for 2013-14** – Dr. George Ellenberg made a presentation on new and deleted programs – Faculty Senate actions 2013-2014, and the 5-year course purge list for 2014-15.
3. Ms. Janice Gilley gave a report on the **Florida Virtual Campus** and Dr. Karen Rasmussen provided the Academic Affairs Committee with an update on **Complete Florida**.

Executive Committee Report – Lewis Bear, Chair

The Executive Committee voted to approve one action item and had two information items presented.

Action Item:

1. **Approve Revision of BOT Conflict of Interest Policy** was presented by Pat Lott.

Section 112.3143, Florida Statutes, was revised in 2013 to, among other things, provide that public officers may not vote on any matter that to their knowledge would inure to their special private gain or loss. In addition, definitions and procedures for filing conflict memoranda were updated. The proposed revision reflects these changes in Florida law.

The proposed revision also includes a requirement for each Trustee to file annually with the Secretary to the Board a Conflict of Interest Disclosure Statement. Although this filing is not required by law, it is considered a best practice for non-profit and governmental boards.

The revised policy was needed for SACS and this action item will be added to the September 9, 2014 Board of Trustees Meeting agenda for full board review, ratification and public comment.

2. **2014-2015 BOT Goals and Engagement Plan** was presented by Kim Brown.

At the Board of Trustees retreat on June 13, 2014, the trustees established goals for themselves for 2014/15. Staff has placed those goals into chart format and suggested specific assignments. One of the goals was to develop an engagement plan for the trustees for 2014/15. Staff is recommending five engagement goals and strategies for achievement.

This action item will be added to the September 9, 2014 Board of Trustees Meeting agenda for full board review and consideration.

Informational Items:

1. **Performance Funding UWF Improvement Plan Update.** Provost Saunders provided the update approved by the Board of Governors June, 2014.
2. **BOT Metrics Committee Progress Update** was provided by Trustee Dave Cleveland who chairs the committee.

6. PUBLIC COMMENT

Chair Bear stated that one request to address the Board had been submitted by Dr. William Belko. After reiterating the rules regarding public comment, Chairman Bear invited Dr. Belko to the podium.

Dr. William Belko addressed the Board. He said on behalf of the UWF staff and faculty he congratulated Dr. Bense on her high remarks from the Board of Trustees. He asked if any effort has been made to involve future input from the faculty and staff on future evaluations. Chair Bear responded that there is faculty representation on the Board of Trustees. Dr. Belko asked if that is the input from faculty and staff. He then reminded the Board of the term “shared governance”, a contractual obligation. Any decision making that does not include faculty and staff is not good decision making. He asked that a greater involvement of faculty and staff would be considered in future decision making by the Board. Dr. Belko asked, “Are we to conclude from these evaluations that there is going to be a new contract for Dr. Bense?” Chairman Bear responded “That has not been discussed.” Dr. Belko then asked, “No extension?” Chair Bear responded, “That has not been discussed.” Dr. Belko thanked Chairman Bear and the Board for allowing him the opportunity to comment.

Chair Bear asked Becky Luntsford if anyone else had submitted a request to address the Board. She had received no additional requests.

7. CONSENT AGENDA ITEMS FOR APPROVAL

Chair Bear noted there were sixteen items on the consent agenda. Trustees may pull any individual item from the consent agenda below for further review, if they desire. However, each item was fully discussed during the committee meetings and all of the recommendations of the committees reflect the proposed action provided with the agenda backup

documentation. Chair Bear asked if anyone wishes to pull any item from the consent agenda for further discussion.

Vice President Susan Stephenson announced that the university just received word from the Board of Governors that they will be taking up housing requests at their January, 2015 meeting instead of at their November, 2014 meeting. This allows staff additional time to incorporate our numbers and research other funding options. She asked the Board to table Consent Agenda Items F & H.

- A. Acceptance of Internal Auditing PCard Reports, 4th Quarter 2014 and Fiscal Year Summary of PCard Audits for FY 2013/14
- B. Acceptance of Internal Audits:
 - a. M&S and Equipment Fees: Biology Department (UWF 13/14-006)
 - b. M&S and Equipment Fees: Health, Leisure and Exercise Science Department (UWF 13/14-008)
- C. Approve 2014 Florida Educational Equity Act Report
- D. Approve and Adopt BOG Debt Management Guidelines Update
- E. Approve Campus Development Agreement between Escambia County and UWF
- F. Approve Proposed Amendment to Sublease Agreement between UWF Board of Trustees and UWF Foundation, Inc.
- G. Approve Revisions to UWF Electronic Funds Transfer Policy
- H. Approve Acquisition and Financing of Additional Student Housing Facilities
- I. Approve Proposed Amendment to UWF REG 6.002 Leasing Program
- J. Approve Loan to University from UWF Foundation, Inc.
- K. Approve BOT Conflict of Interest Policy
- L. Approve Tenure as a Condition of Employment for Dr. Steven Brown and Dr. Kurt Wise
- M. Approve Limited Access Request for the Theatre Program
- N. Approve Proposed Amendment to UWF REG 3.001 Admission Standards for First Time in College Student Applications
- O. Approve Proposed Amendment to UWF REG 3.010 Student Code of Conduct
- P. Approve Proposed Amendment to UWF REG 3.018 Prohibition of Hazing – Procedures and Penalties

Chair Bear pulled Consent Agenda Items, *F. Approve Proposed Amendment to Sublease Agreement between UWF Board of Trustees and UWF Foundation, Inc. and H. Approve Acquisition and Financing of Additional Student Housing Facilities.*

Chair Bear stated we now have fourteen items on the consent agenda. He asked if there are no requests to discuss any other consent agenda items, for a motion that the Board approve and adopt the recommendations of the Finance & Facilities, Audit & Operations, Student Affairs and Academic Affairs Committees made during their meetings with respect to the matters set forth on the consent agenda.

Motion by: Trustee Garrett Walton
Seconded by: Trustee LuTimothy May
Motion passed.

8. ACTION ITEMS

- a. Chair Bear asked for a motion to Adopt the **Presidential Evaluation 2013-2014** as proposed and Delegate the BOT Chair to submit an evaluation summary to the Board of Governors.

Motion by: Trustee Garrett Walton
Seconded by: Trustee Jay Patel
Motion passed.

Chair Bear added that this is the time of year when the Board addresses the President's Compensation. Chair Bear asked for a motion to table this discussion and action depending on the outcome of the Performance Based Metrics that is due in November. The Board will discuss at the December, 2014 BOT meeting.

Motion by: Trustee Jay Patel
Seconded by: Trustee Bentina Terry
Motion passed.

Chairman Bear asked Metrics ad hoc Committee Chair, Dave Cleveland for a report. Trustee Cleveland provided the Board with an update on the BOT Metrics ad hoc Committee's progress and strategic directions.

- b. Chair Bear asked for a motion to adopt the **2014/15 Presidential Goals** and delegate authority to the metrics committee to continue refinement as needed.

Motion by: Trustee Suzanne Lewis
Seconded by: Trustee Bentina Terry
Motion passed.

- c. Chair Bear asked for a motion to approve the Revision of University Policy HR-17.01-2013/01 – **Evaluation** to be effective October 1, 2014, unless comments are received during the review process that will require substantive changes. If amendments are necessary, the policy will be brought back before the Board

Motion by: Trustee Suzanne Lewis
Seconded by: Trustee Bentina Terry
Motion passed.

- d. Chair Bear asked for a motion to **Approve the 2014-15 BOT Goals and Engagement Plan**. Staff will provide quarterly reports to the Executive Committee.

Motion by: Trustee Suzanne Lewis
Seconded by: Trustee Bob Jones
Motion passed.

9. INFORMATION ITEMS

1. **4th Quarter FY 2013-14 Operating Budget Summary**
Dr. Susan Stephenson gave the 2013/14 end of the fiscal year report with budget to actual results for each fund group.
2. **Academic Affairs Update**
Dr. Martha Saunders gave a Division of Academic Affairs Update highlighting accomplishments of the division and goals and initiatives to come.
3. **Enrollment Plan Update**
Dr. Joffery Gaymon shared information on the Fall 2014 projected enrollment, overall enrollment trends and the development of the UWF Strategic Enrollment Plan.

10. OTHER BUSINESS

OTHER ACTIVITIES

Sept 17-18 UWF Hosts Board of Governors Meeting @ UWF Conference Center

Sept 17 5:30 p.m. BOG Reception @ UWF School of Science & Engineering, Bldg. 4
(immediately following BOG meeting)

Sept 24 10:00 a.m. - State of University Address/Campus-wide BBQ

Nov 5-6 Trustee Summit 2014, Florida Atlantic University in Boca Raton

Nov 18 9:00 a.m. - BOT Committee Meetings – Scenic Hills Country Club

Dec 12 9:00 a.m. - BOT Meeting @ UWF Conference Center

Dec 13 UWF Fall Commencement at Pensacola Bay Center

Chair Bear asked trustees to please complete and submit your meeting evaluations to Becky. Then he stated if there is no further business to consider, this meeting is adjourned.

The meeting adjourned at 10:48 a.m.

Respectfully submitted,
Becky Luntsford, recording secretary

Draft Minutes

UWF Board of Trustees Emergency Meeting

September 15, 2014

9:30 a.m.

University of West Florida, Alumni Room, Building 11

11000 University Parkway, Pensacola, FL 32514

1. Call to Order and Chair's Remarks

Chair Lewis Bear, Jr. called the meeting to order at 9:42 p.m. with the following trustees attending: Lewis Bear, Jr., Mort O'Sullivan, Suzanne Lewis, Ethan Friedland, Richard Hough, Dave Cleveland, Pam Dana (via conference call), Garrett Walton, Robert Jones, LuTimothy May, and Bentina Terry.

Others in attendance: Dr. Judy Bense, President; Dr. Martha Saunders, Provost and Executive Vice President; Dr. Brendan Kelly, VP University Advancement; Dr. Kim Brown, VP & Chief of Staff; Dr. Kevin Bailey, VP Student Affairs; Dr. Susan Stephenson, VP for Business, Finance & Facilities; Ms. Janice Gilley, AVP Governmental Relations; Dr. George Ellenberg, Vice Provost; Ms. Pat Lott, General Counsel; Ms. Cindy Faria, AVP Human Resources; Dr. Jim Hurd, AVP Student Affairs; Ms. Anita Schonberger, Deputy General Counsel; Mr. Andrew Romer, Executive Specialist; Ms. Rebecca Sandberg, Program Assistant; and Ms. Becky Luntsford, Executive Specialist.

Chair Bear said he asked the Board to convene today to consider a resolution of support on behalf of President Bense. On Tuesday of last week we gave her positive affirmation on her performance this past year when completing her evaluation. Yet on Friday, September 12, 2014, the Faculty Senate voted no confidence in President Bense. Chair Bear said it is important for the Board to understand what that means procedurally. He added that attorney, Mike Mattimore is in attendance and can provide us with an overview.

2. Public Comment

Chair Lewis Bear explained that time has been set aside during this meeting to allow public comment on matters coming before the Board today. If anyone wants to speak on the action item on the agenda, they must complete a form. Forms are available with the Board's

administrative assistant, Becky Luntsford. He asked that those who wish to speak please turn in the forms in advance of the public comment period.

Chair Bear explained those who wish to speak should have filled out the request form and returned to our assistant, Becky Luntsford. You will each be given three minutes to address the board. The Board is not required to respond to questions.

Commenter: Dr. William Belko

Dr. Belko's comments: In case the Board of Trustees are unaware of why the vote was passed: The president's office has not achieved the academic standards for a recognized institution of higher learning; poor presidential leadership; the president's office has undermined the health of the university; the president's office pursued poor admissions practices reducing admission standards and resulting in student retention problems and the president blamed the faculty; president's office received financial benefits, salary increases, bonuses, car allowances, but the same financial benefits were denied to faculty and support staff – Board of Trustees freely agreed to these. BOT gave these raises and bonuses based on enrollment growth, endangering the university's accreditation status; UWF does not have enough tenure track faculty and are not offering tenure track as recruitment requirements; our advisors lack experience and professionalism and are out of touch with academic life; nepotism hiring practices; staff has grown, faculty is stagnant; the president's office says faculty compensation is based on merit, but that is not true; the president is spending too much time and money on football, ignoring staff, faculty and students; Coaching staff receive raises, but not faculty and staff; funding to academics have been slashed to fund athletics; faculty budgets stagnant, hurting research and libraries;

Commenter: Dr. William Harraway

Dr. Harraway's comment: Deferred his three minutes to Dr. Belko

Dr. Belko's comments: Administrators have mushroomed, faculty and staff stagnant; administrator/student ratio is dangerous; President spends time lobbying private donors, ignores staff, faculty and students; Title IX: hiring coaches, football salaries, bonuses while no such structure available to faculty or staff; implementing football without staff and student input; slashed funding to higher education, the sole purpose why we are here; alienated larger portions of the university community.

Commenter: Dr. Allen Josephs

Dr. Josephs' comments: President Bense is not pursuing academic priorities, instead focusing on golf courses and shopping; dereliction of duty; President undermines the academic standards of the university, bloating bureaucracy and violating the 2012-2017 strategic plan;

President needs to focus on superior teaching and research and student success, none of which is being done; There are some very serious setbacks of UWF, sole results of President Bense; Faculty senate is asking the Board of Trustees to please ask the President not to continue her contract and step down in 2015 so a new president can be hired.

Commenter: Dr. Doug Waggle

Dr. Waggle's comments: The job of the president is difficult. She has a two-part job. She must deal with community and governance structures. The president is doing a great job representing the university in the community and beyond. The other part is on leading faculty and staff on academic issues. The internal workings of the university are not as good as they seem.

Commenter: Anthony Franklin, Staff Senate President

Mr. Franklin's comments: I appreciate the faculty's comments. There will be results from this, but there will also be consequences. When people are desperate, they need to use desperate measures. Emotional appeal was used instead of logical appeal in the Faculty Senate meeting. Respect was used to get the vote. He said the vote of no confidence was like shooting squirrels with an elephant gun.

There were four additional individuals who had requested to make public comment, however, they each gave their three-minute time to Dr. William Belko.

3. Action Item

a. Resolution of Support of President Bense

Chair Bear asked Dr. Kim Brown to read the Resolution of Support for President Bense from the UWF Board of Trustees.

Dr. Brown read the attached resolution.

Chair Bear asked for a motion to approve the UWF Board of Trustees Resolution of Support for President Bense.

Motion made by: Trustee Dave Cleveland

Seconded by: Trustee Mort O'Sullivan

Opposed by: Trustee Richard Hough

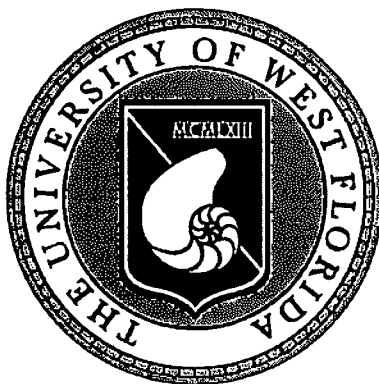
Motion passed.

4. Other Business

Chair Bear asked if there was any other business to come before the board.

He reminded everyone that the Board of Governors will begin arriving on Tuesday, September 16, 2014. He stated his appreciation of everyone's commitment to welcoming the Governors. He asked if any trustees would like to join the Wednesday evening social dinner with the visiting trustees, please let Dr. Brown know.

With no further business to consider, the meeting adjourned at 10:56 a.m.



Whereas it is the responsibility for the University of West Florida Board of Trustees to set the strategic direction and policies of the university and to hire and evaluate a president to carry forth our direction and;

Whereas the University of West Florida Board of Trustees has set forth the Strategic Plan with directives to enhance Student Access, Learning, Progression and Development; Distinctive Teaching, Scholarship, Research, and Professional Contributions; Valued Partnerships-Community Engagement and Service; and Sustained Institutional Excellence and;

Whereas on Tuesday September 9, 2014 the Board of Trustees completed an annual evaluation of President Bense affirming our strong support for her leadership and;

Whereas under President Bense's leadership the University of West Florida has received such national designations as Forbes, America's Top Colleges; Best Southeastern College by the Princeton Review for 11 straight years; Chronicle of Higher Education's Great Places to Work; a lead institution in Civic Engagement in the nation by the National Association of Student Affairs Professionals in Higher Education; and as a Top Military School by six Military designators and;

Whereas national academic distinctions have been achieved such as being ranked 5th in the nation on first time CPA pass rates by our College of Business students; and ranked 5th for top Online Engineering Colleges by Open Education Database; and ranked 4th for Online Public Health Master's Degree by GetEducated.com and;

Whereas programs of distinction have emerged and result in international, national, and state level student accomplishments occurring frequently in programs such as Logistics, Health, Information Technology, Journalism, Math, Engineering, Accounting, and more; and where student success is at the center of all we do and;

Whereas the Creating Great Futures Campaign concluding a year early in 2010 exceeded its goal of \$35 million to aid in enhancing the mission of the university and created 46 new endowments with 147,777 total contributions, 11,143 first time contributors and where fundraising this year exceeded the goal of \$3.5 million and;

Whereas with widespread involvement a Strategic Plan, Academic Visioning Plan, Campus Master Plan, Athletics Facility Plan, Strategic Enrollment Plan, Strategic Retention Plan, and Diversity Plan were developed to guide our path and;

Whereas faculty research is at an all-time high surpassing \$23.9 million this fiscal year and;

Whereas our university was once thought of as a best kept secret and has now emerged as a visible, sought after first choice university, thought leader, and driver of economic development with an economic impact of more than \$1.4 billion annually and enjoys community visibility and partnerships at an all-time high and;

Whereas the Florida Legislature has recognized UWF as an innovative leader for online education by granting authority to lead the Complete Florida and Florida Virtual Campus initiatives on behalf of the State of Florida and;

Whereas the universities' scholar athletes have a higher grade point average than that of the student body while holding the most titles of any school ever in the history of the Gulf South Conference, and 8 national championships, half of which have been achieved in the last six years and;

Whereas the physical environment of UWF is growing and evolving from a commuter based university to support a vibrant, engaged and collegiate student body that enhances the overall academic mission of the university and;

Whereas the faculty, staff, and students of this great university have achieved these distinctions and more under the leadership of President Bense while balancing one of the worst economic recessions in American history and;

Therefore be it resolved that on this date of September 15, 2014 that the University of West Florida Board of Trustees recognizes the faculty and staff contributions toward the great successes of the University of West Florida and;

Therefore be it further resolved that the University of West Florida Board of Trustees commends President Bense for her leadership of this beloved institution and assures her of our complete confidence in her leadership; and

Whereas a copy of this resolution will be spread among the minutes of this meeting by the University of West Florida Board of Trustees on September 15, 2014.

A handwritten signature in blue ink, appearing to read "Lewis Bear, Jr.", is written over a horizontal line. The signature is stylized and cursive.

Lewis Bear, Jr., Chairman

Draft Minutes

UWF Board of Trustees & Board of Governors Dinner

September 17, 2014

7:00 p.m.

Jackson's Restaurant

400 S. Palafox Street, Pensacola, FL 32501

Members of the UWF Board of Trustees and the Florida SUS Board of Governors gathered for dinner.

UWF Board of Trustees Chair Lewis Bear welcomed everyone and thanked them for allowing the University of West Florida to host the BOG Meeting. He invited them to enjoy the campus and the community while they are here visiting.

Attendees:

Lewis & Belle Bear, UWF

Jay & Ela Patel, UWF

Judy Bense, UWF

Kim Brown, UWF

Norman Tripp, BOG

Mori Hosseini , BOG

Draft Minutes

UWF Board of Trustees & SUS Board of Trustees Dinner

September 18, 2014

7:00 p.m.

Jackson's Restaurant

400 S. Palafox Street, Pensacola, FL 32501

Members of the UWF Board of Trustees and other Florida State University System university trustees gathered for dinner.

UWF Board of Trustees Chair Lewis Bear welcomed those in attendance. Chair Bear invited guests to enjoy the University of West Florida campus and the community on their visit to Pensacola. He stated that UWF is honored to host the Board of Governors meeting and attendees.

Attendees:

Lewis & Belle Bear, University of West Florida

Dave & Lisa Cleveland, University of West Florida

Jay & Ela Patel, University of West Florida

Bob & June Jones, University of West Florida

Robbie Foepstorff, Florida Gulf Coast University

Harold Mullis, University of South Florida

Brian Lamb, University of South Florida

Anthony Barbar, Florida Atlantic University

**UWF Board of Trustees Meeting
December 12, 2014**

Issue: Collective Bargaining Agreement with the United Faculty of Florida

Proposed action: Ratification of the 2014-2017 UFF-UWF Collective Bargaining Agreement

Background information

The current Collective Bargaining Agreement between the United Faculty of Florida (“UFF”) and the UWF Board of Trustees was effective from September 17, 2010, until June 30, 2013. The parties agreed to continue the Agreement in status quo until a successor agreement was ratified by both parties. Representatives of the UFF and the UWF Board of Trustees began negotiating a successor Collective Bargaining Agreement in July 2013. Negotiations between the parties were concluded on November 20, 2014 resulting in the following changes to the 2010-2014 Agreement (please see the supporting documentations for full details):

Salaries/Wages:

- Non-recurring wage action (bonus) effective December 12, 2014- 1.9% of base salary
- Recurring wage action-(salary increase) effective January 1, 2015- 1.9% of base salary
- Memorandum of Understanding (MOU) for 2015-2016 providing recurring wage action (salary increase) of 1.9% of base salary if UWF receives sufficient performance based funding from the BOG to cover the recurring wage action. (See supporting documentation).

Sustained performance evaluation system: A Sustained Performance Evaluation will be conducted for Professors and Associate Professor every sixth year after their initial tenure. The individual's sustained performance and professional growth will be evaluated. Successful evaluations will result in salary increases to base ranging from \$2000 to \$6000 depending upon rank and level of performance.

Multi-Year Contracts: available for instructors, lecturers, research associates and librarians earning a rating of excellent or above on his/her three most recent annual evaluations. One thousand dollar salary increase provided with second multi-year contract and every other multi-year contract after that.

Gender/Gender Identity: added to the categories of protected classes for purposes of discrimination provision.

Memorandum of Understanding for Domestic Partner Benefits: Memorandum of Understanding to develop a program for domestic partner benefits within 12 months of the ratification of the contract. (See supporting documentation)

Ratification

The UFF will hold a ratification vote of its membership on December 3, 2014. In order for the

successor Agreement to be effective, it must also be ratified by the UWF Board of Trustees, as the public employer. If the Agreement is ratified by the UWF Board of Trustees, the Agreement will be in effect from the date of ratification, December 12, 2014 until June 30, 2017.

Recommendation: That the Board ratifies the UWF-UFF Collective Bargaining Agreement as set forth in the supporting documentation.

Implementation Plan: The Collective Bargaining Agreement will be effective upon ratification by the UWF Board of Trustees.

Fiscal Implications: If this contract is ratified in-unit faculty will be provided with the following:

- 1) an increase in the amount of 1.9% of their 2014-2015 base salary effective January 1, 2015,
- 2) a bonus in the amount of 1.9% of their 2014-2015 base salary on December 12, 2014,
- 3) an increase in the amount of 1.9% of their 2015-2016 base salary if the University receives sufficient performance-based funding dollars from the Board of Governors to cover this increase,
- 4) increases in amounts ranging from \$2000-6000 for faculty successfully completing a sustained performance evaluation,
- 5) increases of \$1000 every other three years for instructors, lecturers, research associates and librarians who are awarded multi-year contracts,
- 6) costs for implementing domestic partner benefits

Supporting documents:

- Proposed 2014-2017 UWF-UFF Collective Bargaining Agreement- showing changes from 2010-2013 Agreement
- MOU signed August 8, 2014 regarding domestic partner benefits
- MOU signed November 20, 2014 related to Performance Based Funding and wage increase

Prepared by: Ms. Anita Schonberger, Deputy General Counsel, 850 474 3420, aschonberger@uwf.edu

Presenter: Dr. Brendan Kelly, Vice President for Advancement, 850-474-3306, bkelly@uwf.edu

UWF Board of Trustees Meeting

Full Board

December 12, 2014

Issue/Agenda Item: Approval of University of West Florida (UWF) 2013-2014 Annual Accountability Report for Submission to the Board of Governors

Proposed Action: Approve UWF Annual Accountability Report for Submission to the Board of Governors by December 19, 2014

Background Information: In 2009, the Board of Governors instituted a planning and performance monitoring system that includes the university submission of annual updates to work plans and annual accountability reports designed to inform strategic planning, budgeting, and other policy decisions for the State University System (SUS). University staff have drafted the 2013-2014 Annual Accountability Report for review by the University Board of Trustees. The deadline for submission of this Report to the Board of Governors is December 19, 2014. Previous updates to the UWF Work Plan and UWF Annual Accountability Reports are available at <http://uwf.edu/offices/aspire/institutional-effectiveness/institutional-planning-and-accountability/>.

Recommendation: Approve UWF's 2013-2014 Annual Accountability Report for submission to the Board of Governors.

Implementation Plan: Submit approved Annual Accountability Report to the Board of Governors by December 19, 2014. The Annual Accountability Report process is linked directly to the Board of Governors' 2012-2025 Strategic Plan for the State University System, as well as the University of West Florida Work Plan. Efforts will be made to continue to align the SUS Strategic Plan, the UWF Strategic Plan, the UWF Work Plan, UWF Key Performance Indicators, and UWF's Annual Accountability Reports.

Fiscal Implications: Dependent upon funding decisions related to SUS and UWF priorities.

Supporting documents: **DRAFT UWF 2013-2014 Annual Accountability Report (pending approval)**

Prepared by: Dr. Dorothy J. Minear, Sr. Associate Vice President, ASPIRE (Accreditation, Strategic Planning, and Institutional Research & Effectiveness), 850-474-2894, dminear@uwf.edu

Facilitator/Presenter: Dr. Dorothy J. Minear

UWF Board of Trustees Meeting

Full Board

December 12, 2014

Issue: Dashboard Metric Recommendations from the Metrics Committee

Proposed action: Review and Approve Metrics for Regular Monitoring by Board of Trustees

Background information: In June 2014, Chair Lewis Bear charged the ad hoc Metrics Committee with reviewing the broad array of metrics currently monitored by the Board of Trustees. The Committee, chaired by Trustee Dave Cleveland, was asked to prepare a more efficient and useful presentation of select performance metrics for the Board to monitor on a routine basis. This approach will not preclude the Board receiving more detailed information about UWF's performance on other metrics within the context of special reports (e.g., updates on UWF's Strategic Enrollment Plan, Retention Plan, Diversity Plan, Operating Budget Summary, Campus Master Plan, etc.).

Trustee Cleveland will provide an update on the work of the Metrics Committee. An array of metrics will be considered by the full Board for inclusion on dashboards that will be maintained by staff and reviewed regularly by the Board.

Recommendation: Approve proposed metrics for regular review by the Board of Trustees.

Implementation Plan: UWF staff will update data presentations as new data become available.

Fiscal Implications: Some of the metrics are directly associated with the Board of Governors' Performance-Based Funding model.

Supporting documents: [To be provided]

Prepared by: Dr. Dorothy J. Minear, Senior Associate Vice President, ASPIRE, 474-2894, dminear@uwf.edu

Facilitator/Presenter: Trustee Dave Cleveland, Chair, Board of Trustees Metrics Committee

UWF Board of Trustees Meeting

December 12, 2014

Issue: Appointment of Presidential Contractual Ad hoc Committee

Proposed action: Approval

Background information:

Dr. Bense's contract expires June 30, 2015. In the past, matters relating to the Presidential contract have been referred to committee. Chair Bear has requested that the Board proceed to appoint a committee to be charged with reviewing contractual issues and making appropriate recommendations, taking into account the President's performance and goals and the best interests of the University. The Chair plans to appoint Ethan Friedland, Richard Hough, Suzanne Lewis, Susan O'Connor, and Mort O'Sullivan. The Chair will also serve on the committee.

Recommendation: It is recommended that the Board approve the creation of the Presidential Contractual Ad hoc Committee; the appointment of Trustees Bear, Friedland, Hough, Lewis, O'Connor, and O'Sullivan to serve on the Committee; and request the Committee to bring forward its recommendations at the March 2015 Board of Trustees meeting.

Implementation Plan: The Presidential Contractual Ad hoc Committee will meet as appropriate with the goal of presenting its recommendations at the March 2015 Board of Trustees meeting.

Fiscal Implications: Unknown

Supporting documentation:

N/A

Prepared by: Ms. Patricia Lott, General Counsel, 474 3420, plott@uwf.edu

Presenter: Lewis Bear, Jr., Chair, UWF Board of Trustees

UWF Board of Trustees Meeting
December 12, 2014

Issue: Election of Officers

Proposed action: Elect Chair and Vice Chair

Background information:

The Bylaws of the UWF Board of Trustees indicate that the Chair and Vice-Chair of the Board are to be selected at the last regularly scheduled meeting of the calendar year for a two-year term to begin January 1.

Powers and Duties of Officers

“The officers of the Board of Trustees are the chair, vice-chair, executive officer and corporate secretary. The chair and vice-chair shall be selected by the Board of Trustees at its first regular meeting after January 7, 2003 and shall serve for a two-year term to begin immediately upon selection. Thereafter, the Board of Trustees shall select the chair and vice chair at the last regularly scheduled meeting of the calendar year for a two-year term to begin January 1. The chair and vice-chair shall be eligible for reselection for one consecutive term, after which they may not be an officer for two years before being eligible for selection again.”

Chairman Bear asked Trustees Pamela Dana, Bentina Terry, and Garrett Walton to serve on the nominating committee. The committee is charged with submitting nominees for Chair and Vice Chair at the December 12, 2014 BOT meeting.

Chairman Bear will also take nominations from the floor during the BOT meeting.

Recommendation: Elect Chair and Vice Chair

Implementation Plan: Upon election

Fiscal Implications: None

Supporting documents:

BOT Bylaws (See *Powers and Duties of Officers*)

Prepared by: Pat Lott, General Counsel, 850-474-3419, plot@uwf.edu

Presenter: Lewis Bear, Jr., Chair, UWF Board of Trustees

UWF Board of Trustees Meeting

December 12, 2014

Issue: 2015-16 Board of Trustees TENTATIVE Meeting Dates**Proposed action:** Review and Advise the BOT Support Staff of Problems and/or Conflicts

Background information: The UWF Board of trustees is scheduled to meet four (4) times annually in 2015-2016. The meeting schedule below is in line with the Board of Governors' meetings and Foundation Board of Directors meetings. Conference calls and emergency meetings will be scheduled as needed. Committee meetings are scheduled two-three weeks prior to full Board meetings when possible.

Recommendation: Review the dates with your calendar/schedule and advise the support staff of any problems or conflicts. You will be asked to approve at the March 2015 meeting.

AUGUST 2015**12, 13 or 14****Board of Trustees COMMITTEES** @ UWF Conference Center**SEPTEMBER 2015****29 or 30****Board of Trustees MEETING** @ UWF Conference Center

16 & 17

*Board of Governors @ Florida Gulf Coast University – Ft. Myers***NOVEMBER 2015**

4 & 5

*Board of Governors @ Florida International University - Miami***18, 19 or 20****Board of Trustees COMMITTEES** @ UWF Conference Center**DECEMBER 2015****9 or 10****Board of Trustees MEETING** @ UWF Conference Center

12

*Fall Commencement***JANUARY 2016**

20 & 21

*Board of Governors @ University of Florida - Gainesville***FEBRUARY 2016**

18

*Board of Governors @ Florida Polytechnic University – Lakeland (if in person)***24 or 25****Board of Trustees COMMITTEES** @ UWF Conference Center**MARCH 2016**

16 & 17

*Board of Governors @ Florida State University - Tallahassee***23 or 24****Board of Trustees MEETING** @ Emerald Coast – **UWF Fort Walton Beach Campus****APRIL 2016**

30

*Spring Commencement***MAY 2016**

12

*Board of Governors Conference Call***18, 19 or 20****Board of Trustees COMMITTEES** @ UWF Conference Center**JUNE 2016**

14 - 16

*Board of Governors @ University of Central Florida - Orlando***22, 23 or 24****Board of Trustees MEETING** @ UWF Conference Center**22, 23 or 24**

Joint Boards' Appreciation Dinner

23 or 24

Joint Boards' Strategic Planning

Fiscal Implications: None

Supporting documents: None**Prepared by:** Becky Luntsford, Recording Secretary, UWF BOT, 850-474-2449, rluntsford@uwf.edu**Presenter:** Lewis Bear, Jr., Chair, UWF Board of Trustees

MEMORANDUM OF UNDERSTANDING

Comes Now, the Board of Trustees of the University of West Florida (UWF BOT) and the United Faculty of Florida at the University of West Florida (UWF UFF) and agree to the following:

Whereas, the UWF BOT and UWF UFF are currently engaged in collective bargaining negotiations for an agreement that will be effective for the 2014-2015 academic year;

Whereas, the UWF BOT and UWF UFF mutually seek the conclusion of these ongoing negotiations to allow for a timely implementation of the terms of the 2014-2015 agreement.

Whereas, the UWF BOT and UWF UFF mutually agree that there is a need for continued study and consultation concerning the design and implementation of a same-sex domestic partner health insurance benefit and/or tuition benefit that should not delay the implementation of the 2014-2015 agreement.

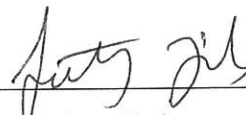
Therefore,

1. The UWF BOT agree to implement a same sex domestic partner health insurance benefit no later than the beginning of the 2015-2016 academic year.

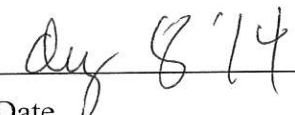
2. The UWF BOT shall conduct a study to consider and make a recommendation with regard to same-sex domestic partnership health insurance benefits and tuition benefits.

3. The UWF BOT shall issue a recommendation no later than January 21, 2015, which may include the design of the benefit, the cost and source of funding, eligibility criteria and alternative plans for consideration.

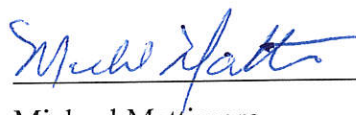
4. The recommendations shall be presented to the President of UWF, President of the UFF UWF Chapter, Chief Negotiator for the UFF UWF Chapter and the Chief Negotiator for the UWF BOT. The University shall design and implement the benefits, which may not reflect the recommendations of the study.



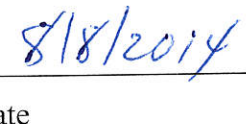
Jonathan Fink
Chief Negotiator, UFF



Date



Michael Mattimore
Chief Negotiator, UWF



Date

MEMORANDUM OF UNDERSTANDING

Comes Now, the Board of Trustees of the University of West Florida (BOT) and the United Faculty of Florida at the University of West Florida (UFF) and agree to the following:

Whereas, the BOT and UFF are engaged in collective bargaining for a 2014-2015 contract;


Whereas, the BOT and UFF have reached the instant understanding regarding wages for fiscal year 2015-2016;

Therefore, the BOT and UFF agree to the following:

1. The BOT agrees that in the event certain conditions are obtained, as defined herein, it will provide a One and Nine-Tenths percent (1.9%) recurring wage increase to the base salary of the faculty members of the UFF-UWF bargaining unit with an effective date of August 8, 2015 for nine-month faculty and an effective date July 1, 2015 for twelve-month faculty.
2. To be eligible for the One and Nine-Tenths percent (1.9%) wage increase all of the following conditions must be met:
 - a. The employee must be continuously employed in faculty pay status from July 1, 2014 until the effective date of the wage increase,
 - b. The University must have received additional Performance Based Funding (above the restoration of the 2014-2015 withheld funds) for the 2015-2016 budget year in an amount equal to or greater than the cost of the wage increase, and
 - c. The employee must not have been issued a notice of non-reappointment or termination prior to the effective date of the wage increase.



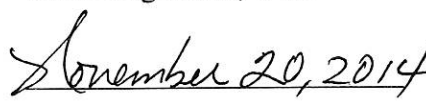
Jonathan Fink
Chief Negotiator, UFF



Date



Michael Mattimore
Chief Negotiator, UWF



Date

UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES

And

UNITED FACULTY OF FLORIDA
UNIVERSITY OF WEST FLORIDA
CHAPTER

COLLECTIVE BARGAINING AGREEMENT

201~~0~~-201~~3~~7

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APPENDICES

Appendix A	Position Classifications in the Bargaining Unit
Appendix B	United Faculty of Florida UFF-FEA-NEA UFF Dues Check-Off Authorization Form
Appendix C	Grievance Form
Appendix D	Request for review of Step 1 Decision
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Appendix F	(Reserved)
Appendix G	The University of West Florida Salary increase notification
Appendix H	Board of Trustees and United Faculty of Florida Exclusive Assignment Dispute Resolution Procedure

PREAMBLE

The intent of the parties hereto in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit is to promote the quality and effectiveness of education at the University of West Florida and to maintain high standards of academic excellence in all phases of instruction, research, and service. The parties concur that these objectives are facilitated by amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement at the University of West Florida, and that participation of faculty and professional employees in the formulation of policies under which they provide their services is educationally sound.

While the United Faculty of Florida (hereafter “UFF”), as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees (hereafter “Board”) retains its rights, under law, to govern the University of West Florida, the parties recognize the desirability of a collegial governance system for faculty and professional employees in areas of academic concern. It is desirable that the collegial system of shared governance be maintained and strengthened so that faculty and professional employees will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials.

Collegiality in academic governance can best be accomplished through a Senate selected by representatives of appropriate campus constituencies in accordance with the University of West Florida’s policies and traditions. Appropriate matters of concern should be brought before the Senate by its members or steering committee, or by the President of the University or representative(s). Matters which may be of concern to the Senate include (a) curriculum policy and curricular structure, (b) requirements for degrees and granting of degrees, (c) policies for recruitment, admission, and retention of students, (d) development, curtailment, discontinuance, or reorganization of academic programs, (e) grading policies, and (f) other matters of traditional concern.

In such a collegial system, departments or other traditional governance structures should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty and professional employees, the development of high quality programs, participation in the development of tenure, promotion, and merit salary increase criteria, participation in the selection of instructional and library materials, and other matters of professional concern. The collegial relationship is most effective when peers work critically together to carry out their duties in the most professional manner possible.

In recognition of the importance of the collegial system of governance described herein, the President or representative(s) will confer regularly with representatives from the Senate or other advisory bodies.

This Preamble is a statement of intent and policy and is, therefore, not subject to Article 22 (Grievance Procedure and Arbitration).

ARTICLE 1 RECOGNITION

1.1 Bargaining Unit. Pursuant to the Verification of Election Results of the Florida Public Employees Relations Commission, dated June 23, 2003, the Commission certified the United Faculty of Florida (hereafter “UFF”) as the exclusive bargaining representative for the employees (hereafter “faculty”) described herein and issued Certification Number 1399 to the UFF. The University of West Florida Board of Trustees (hereafter “Board”) has recognized the UFF as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as specifically set forth in this Agreement, for all faculty in the bargaining unit described in the certification as amended. Attached as Appendix “A,” for information purposes only and not made a part of the Agreement, is the listing of titles included in the General Faculty bargaining unit.

1.2 University Rules and Policies.

- (a) If there is an inconsistency between an existing University rule or policy and an express provision of this Agreement, the language in this Agreement will control.
- (b) No new or amended Board or University rule, policy, or resolution will apply to faculty to the extent that it conflicts with an express term of this Agreement.
- (c) The University will provide to the UFF an advance copy of any proposed rule or policy changing a term or condition of employment contained in this Agreement. The University will provide the advance copy of a proposed rule no later than the date of publication under the provisions of the Administrative Procedure Act (or equivalent). The advance copy of a policy will be provided to the UFF at least thirty (30) days in advance of its effective date so as to permit the UFF to seek consultation with respect to it. With respect to a rule adopted pursuant to the emergency provisions of the Administrative Procedure Act (or equivalent), an advance copy will be provided as far in advance of its effective date as is feasible under the circumstances.
- (d) If the University of West Florida Board of Trustees or a committee of the University of West Florida Board of Trustees has scheduled public hearings on any action that would conflict with an express term of this Agreement, the UFF will be provided the opportunity to address the matter upon request.

1.3 University of West Florida Board of Trustees Meetings.

- (a) The Board will ensure that a copy of the detailed agenda for each Board meeting or Board committee or subcommittee meeting is made available in an easily accessible location in the Main Library or by links on the University website at the time those agendas are made publicly available.
- (b) The Board will ensure that a copy of the minutes of Board meetings is made available in an easily accessible location in the Main Library or by links on the University website at the time they are made publicly available.
- (c) Upon request, the UFF will be granted a place on the agenda at each public Board meeting for the purpose of addressing any item on the Board’s agenda that affects the

wages, hours, or other terms and conditions of employment for faculty.

- 1.4 Right to Hear Views.** Nothing contained in this Agreement will be construed to prevent the University from meeting with any individual or organization to hear views on any matter, provided however, that as to any such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or modifications will be made only through negotiation and agreement with the UFF.

ARTICLE 2 CONSULTATION

- 2.1 Consultation with President.** The University President or designated representative(s) will meet with the UFF representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting the terms and conditions of employment, or any other mutually agreeable matters. Such meetings will occur at least once per semester during the academic year and once during the Summer semester, unless the President and the UFF agree otherwise. The party requesting consultation will submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party will also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings will not constitute or be used for the purpose of collective bargaining.
- 2.2 Affirmative Action Plan.** The UFF president will be provided without cost a copy of the University's affirmative action plan, including all updates of such plan. The copy provided may be on paper, electronic, or by URL.

ARTICLE 3 UFF PRIVILEGES

- 3.1 Use of Facilities and Services.** Subject to the rules of the Board and the University, the UFF will have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other University-related groups and organizations, which are defined as follows:

University-Related Groups and Organizations. These groups and organizations may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, staff council, direct support organizations, the United Faculty of Florida, etc.

- 3.2 Communications.**

(a) The UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one

- (1) bulletin board per building where a substantial number of faculty have offices. Specific locations will be mutually selected by the University and the UFF in the course of consultation pursuant to Article 2 (Consultation). All materials placed on the designated bulletin boards will bear the date of removal and may be removed by the University after that date. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.
- (b) The University will place a link in an appropriate place on the University web site to the web site of the UFF Chapter.
 - (c) Accessing existing University e-mail listservs or establishing a new listserv allowing the UFF electronic communication with faculty will be the subject of consultation, pursuant to Article 2 (Consultation). The UFF agrees to pay a reasonable annual fee to the University if access to a University maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns for public offices or for exclusive collective bargaining representation. Faculty who are e-mail recipients of the listserv will have the right to have themselves removed from the listserv upon their written request.

3.3 Leave of Absence—Union Activity.

- (a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year will be granted to up to three (3) faculty designated by the UFF for the purpose of carrying out UFF's obligations in representing faculty and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to three (3) faculty for the entire Summer term, upon written request by the UFF provided no later than March 15 of the preceding academic year. Upon the failure of the UFF to provide the Board with a list of representatives by the specified deadlines, the Board may refuse to honor any of the requests which were submitted late.
- (b) No more than one (1) faculty member per fifteen (15) faculty per department/unit need be granted such leave at any one time.
- (c) The UFF will reimburse the University for the faculty member's salary, fringe benefits, and retirement.
- (d) Faculty on full-time leave under this paragraph will be eligible to receive salary increases in accordance with the provisions of section 19.12 (Leave without Pay). Faculty on less than full-time leave under this paragraph will be eligible to receive salary increases on the same basis as other faculty.
- (e) A faculty member who has been granted leave under this Article for two (2) consecutive academic years will not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. One (1) faculty member, designated by the UFF, will be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the Board upon prior written request by the UFF.
- (f) Neither the University nor the Board will be liable for the acts or omissions of said faculty during the leave and the UFF will hold the University and the Board harmless

for any such acts or omissions, including the cost of defending against such claims.

- (g) A faculty member on such leave will not be evaluated for this activity nor will such activity be considered by the University in making personnel decisions.

3.4 Released Time for UFF Representative(s).

- (a) The Board agrees to provide a total of two (2) units of released time per semester (Fall and Spring) to full-time faculty designated by the UFF for the purpose of carrying out the UFF's obligations in representing faculty and administering this Agreement. The UFF may designate faculty to receive released time during the academic year, subject to the condition that no more than one (1) faculty member per fifteen (15) faculty members per department/unit may be granted released time at any one time, nor may any faculty member be granted more than a one (1) unit reduction in a single semester.
- (b) The Board agrees to provide one (1) additional unit of released time for those semesters (Fall or Spring only) when UFF and the Board are engaged in collective bargaining (as indicated by the dates included in Article 32 Amendment and Duration).
- (c) The UFF will provide the Board with a list of requested representatives for the academic year no later than May 1 of the preceding academic year. Upon approval of the representatives by the Board, the representatives will serve for one (1) academic year. Substitutions for the Spring semester may be made upon written notification submitted by the UFF to the Board no later than October 15.
- (d) A "unit" of released time will consist of a reduction in teaching load of one (1) course per Fall or Spring semester for instructional faculty or, for non-instructional faculty, a reduction in workload of ten (10) hours per week.
- (e) Released time will be used for conducting University-related UFF business, at the University or State level, and will not be used for lobbying or other political representation. Leave for lobbying or other political representation may be purchased by the UFF pursuant to section 3.3 (Leave of Absence—Union Activity).
- (f) Faculty who are on leave of any kind, other than leave pursuant to section 3.3 (Leave of Absence—Union Activity) will not be eligible to receive released time.
- (g) Upon the failure of the UFF to provide a list of representatives by the specified deadlines, the Board may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the October 15 deadline will be allowed at the discretion of the Board.
- (h) A faculty member who has been granted released time for either or both semesters during four (4) consecutive academic years will not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth (4th) academic year in which such released time was granted.
- (i) As an exception to the limitation above (paragraph "h"), one (1) faculty member designated by the UFF will be eligible for released time for responsibilities at the State level for one (1) additional year. This faculty member will not again be eligible for released time until two (2) academic years have elapsed following the end of the fifth (5th) academic year of released time. This faculty member will be identified by the UFF no later than May 1 of the preceding academic year; substitutions may be approved by the Board at its discretion.

- (j) Faculty on released time will be eligible for salary increases on the same basis as other faculty, but their released time activities will not be evaluated nor taken into consideration by the University in making personnel decisions.
- (k) Faculty on released time will retain all rights and responsibilities as faculty members but will not be considered representatives of the University or the Board for any activities undertaken on behalf of the UFF. The UFF agrees to hold the University and the Board harmless for any claims arising from such activities, including the cost of defending against such claims.
- (l) Summer. The UFF may designate one (1) faculty member to receive a thirteen (13) week .25 FTE Summer released time equivalent. For these purposes, a .25 FTE equals a ten (10) hour per week workload for thirteen (13) weeks. The UFF will provide the Board with the name of the requested representative no later than April 7 of the academic year preceding the Summer term. All other provisions contained in section 3.4 (Released Time) except 3.4(a, b, and d) will apply to Summer released time equivalent.

ARTICLE 4 RESERVED RIGHTS

- 4.1 Policy.** The Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control the University and in all respects carry out the ordinary and customary functions of management.
- 4.2 Limitations.** All such rights, powers, and authority retained by the Board are subject to those limitations imposed by this Agreement. Only violations of such limitations will be subject to Article 22 (Grievance Procedure and Arbitration).

ARTICLE 5 ACADEMIC FREEDOM AND RESPONSIBILITY

- 5.1 Policy.** It is the policy of the Board and the UFF to maintain and encourage full academic freedom. Academic freedom and responsibility are essential to the full development of a true university and apply to teaching, research/creative activities, assigned service, and the activities set forth in sections 11.4(f) regarding participation in governance and 11.4(g) regarding other assigned University duties.
- 5.2 Teaching and Research.** Consistent with the exercise of academic responsibility, faculty will have freedom to present and discuss their own academic subjects, frankly and forthrightly, without fear of censorship, and to select instructional materials and determine grades in accordance with University and Board policies. Objective and skillful exposition of such subject matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every faculty member. Faculty will also be free to engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations.

- 5.3 Academic Responsibility.** Academic freedom is accompanied by the corresponding responsibility to
- (a) be forthright and honest in the pursuit and communication of scientific and scholarly knowledge;
 - (b) respect students, staff, and colleagues as individuals; treat them in a collegial manner; and avoid any exploitation of such persons for private advantage;
 - (c) respect the integrity of the evaluation process with regard to students, staff, and colleagues, so that it reflects their true merit;
 - (d) indicate when appropriate that one is not an institutional representative unless specifically authorized as such; and
 - (e) contribute to the orderly and effective functioning of the faculty member's academic unit (program, department, division, and/or college) and/or the University.
- 5.4** In addition to their assigned duties, faculty have responsibilities arising from the nature of the educational process. Such responsibilities include, but are not limited to, observing and upholding the ethical standards of their discipline; participating, as appropriate, in the shared system of collegial governance, especially at the department level; respecting the confidential nature of the relationship between professor and student; adhering to one's proper role as teacher, researcher, intellectual mentor, and counselor; and conducting oneself in a collegial manner in all interactions.

ARTICLE 6 NONDISCRIMINATION

6.1 Statement of Intent.

- (a) The Board and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each faculty member, staff member, and student to work and learn in an environment free from any form of unlawful discrimination or unlawful harassment.
- (b) The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting unlawful discrimination and unlawful harassment and affirm their commitment to create a diverse faculty that brings new perspectives and new talent into the academy. To this end, the Board, with the support of the UFF, will work to implement programs, policies, and practices to facilitate the recruitment of a diverse faculty.
- (c) Nothing in this Article is intended to alter the eligibility requirements for benefits provided by the University.
- (d) It is the intent of the Board and the UFF that this statement of intent not be subject to Article 22 (Grievance Procedure and Arbitration).

6.2 Nondiscrimination Policy.

- (a) Neither the Board nor the UFF will discriminate against any faculty member based upon race, color, sex/**gender (this also includes gender identity)**, sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital

status, nor will the Board or the UFF abridge any rights of faculty related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions will be based on job-related criteria and performance.

- (b) No employee will discriminate against or harass any other employee or any student based upon race, color, sex/**gender (this also includes gender identity)**, sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status.
- (c) Sexual harassment is a prohibited form of sex discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic performance or evaluation, (2) submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment.
- (d) Consensual Relations. The University of West Florida is committed to a learning and employment environment free from unlawful harassment, discrimination, and unprofessional conduct. Consenting romantic and sexual relationships between faculty members and students under their authority, while not expressly forbidden, are discouraged. The respect and trust accorded a professor by a student, as well as the power exercised by the professor or supervisor in assigning grades and providing evaluations, advice, or recommendations, creates an imbalance of power and may diminish the student's or subordinate's actual freedom of choice. Parties outside the relationship, students or employees, may view such relationships as creating an unfair, disruptive, or discriminatory environment. An employee will work with his or her supervisor to develop alternative arrangements for evaluation of any student or employee under his or her authority with whom the employee is romantically or sexually involved.
- (e) The parties acknowledge that academic freedom (as defined in Article 5, Academic Freedom) exists within the restrictions imposed by the laws with regard to unlawful discrimination and unlawful harassment.

6.3 Investigation of Charges of Discrimination. Charges of discrimination, including those filed by faculty alleging unlawful discrimination or unlawful harassment by students, will be promptly investigated according to established University procedures. No faculty member investigated under such procedures will be disciplined until such investigation is complete and a finding of discrimination or harassment has been issued.

- (a) Non-retaliation policy. No retaliation of any kind will be made by a faculty member, the Board, or UFF against any party, any witness, any UFF representative, or any other participant in this process or in any grievance arising from this process for reason of such participation.
- (b) To the extent possible, remedial measures to correct the effects of unlawful harassment

or unlawful discrimination will not unreasonably adversely affect an individual who was found to be the victim of unlawful discrimination or unlawful harassment.

- (c) If, after the completion of the investigation, any finding of unlawful discrimination is made, a record of the complete findings will be placed in the faculty member's master evaluation file. Such findings are not considered evaluative material for purposes of Florida Statute 1012.91.
- (d) If a finding of no discrimination is made, no record will be placed in the faculty member's master evaluation file unless the faculty member requests in writing that a record of the complete investigation be placed in the evaluation file.

6.4 Access to Documents. No faculty member will be refused a request to inspect and copy documents related to claims of discrimination under this Article, to which the faculty member is a party, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided that the University may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.

6.5 Claims that the Board or the University engaged in unlawful discrimination or unlawful harassment may be presented as grievances pursuant to Article 22 (Grievance Procedures and Arbitration).

- (a) It is the intent of the parties to this Agreement that matters which may be presented as grievances under Article 22 (Grievance Procedures and Arbitration) be so presented and resolved through that procedure instead of using other procedures.
- (b) The UFF agrees not to process cases arising under this Article when alternative procedures to Article 22 (Grievance Procedures and Arbitration) are initiated by the grievant, except that a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. §2000e et seq.

6.6 Charges of Discrimination Included as Part of a Grievance.

- (a) Charges of discrimination, including unlawful harassment, included in grievances will be referred to the University's equal opportunity officer for investigation of those charges in accordance with University procedures.
- (b) If the charges of discrimination or harassment are not separable from other claims in the grievance, then the entire grievance will be held in abeyance until a finding has been made on the charges of discrimination or harassment and forwarded to the Step 1 reviewer. The grievance will then be processed in accordance with the procedures outlined in section 22.5 (Grievance Procedure) of this Agreement.
- (c) If the charges of unlawful discrimination or unlawful harassment are separable from other claims included in the grievance, then the charges of unlawful discrimination or unlawful harassment will be held in abeyance until a finding has been made on those charges by the University's equal opportunity officer, while the remaining claims exclusive of the charges of unlawful discrimination or unlawful harassment will be processed in accordance with the procedures outlined in section 22.5 of this Agreement.

Once a finding has been made by the University's equal opportunity officer on those charges of unlawful discrimination or unlawful harassment that were separated from other claims in the grievance, the finding will be forwarded to the Step 1 reviewer and the charges of discrimination or harassment will be processed in accordance with the procedures outlined in section 22.5 (Grievance Procedure) of this Agreement.

- (d) The filing of a complaint with the Equal Employment Opportunity Commission will not affect the processing of a grievance related to unlawful discrimination or unlawful harassment.

ARTICLE 7 MINUTES, RULES, AND BUDGETS

7.1 Board and University Documents.

- (a) The Board will ensure that a copy of the following documents is made available in an easily accessible location in its Main Library or by links on the University website.
 - (1) The minutes of the meetings of the Council of Presidents;
 - (2) The minutes of the meetings of the Board and its committees;
 - (3) Board rules adopted and disseminated to University employees; and
 - (4) The University's operating budget, including the previous year's expenditure analysis.
- (b) The Board will also provide the UFF with a computer account for purposes of accessing any State data file(s) reflecting the annual salary increases provided to faculty within the public universities in the State of Florida. Costs associated with the UFF's use of such files will be borne by the UFF consistent with the costs charged to other users accessing the data file(s).

ARTICLE 8 JOB CLASSIFICATION

8.1 Job Classification Titles.

- (a) Creation of a New Classification. Whenever the Board creates a new class, it will designate such class as being either within or outside the bargaining unit and will notify the UFF.
- (b) If the Board revises the specifications of an existing class so that its bargaining unit designation is changed, it will notify the UFF of such new designation.
 - (1) Within ten (10) days following such notification, the UFF may request a meeting with the Board for the purpose of discussing the designation.
 - (2) If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.
- (c) Disputes over Classifications of Individual Faculty.
 - (1) A faculty member of the University may request a review of the appropriateness of the faculty member's classification.

- (2) In case of disagreement with the results of the review, the matter will be discussed in accordance with Article 2 (Consultation) and will not be subject to Article 22 (Grievance Procedures and Arbitration).
- (d) **Reclassification of a Faculty Member to Non-Unit Classification.**
 - (1) Faculty members will be provided written notice thirty (30) days in advance, if practicable, with a copy to the UFF, when the University proposes to reclassify the faculty member to a classification that is not contained in the General Faculty bargaining unit.
 - (2) The faculty member may request a review of such action consistent with the provisions of this Article.
 - (3) UFF may discuss such action pursuant to Article 2 (Consultation).

ARTICLE 9 APPOINTMENT

- 9.1 Policy.** The Board will exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the Board will, through the University,
- (a) advertise such appointment vacancies;
 - (b) receive applications and screen candidates therefor;
 - (c) make such appointments as it deems appropriate under such standards, qualifications, and criteria; and
 - (d) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.
- 9.2 Vacancies.** Bargaining unit vacancies will be advertised through the University's website and through other appropriate professional channels.
- 9.3 Employment Contract.** All appointments will be made on a University employment contract and signed by the President or representative and the faculty member. The University may include informational addenda or addenda reflecting negotiations between the parties, except that such addenda may not abridge the faculty member's rights or benefits provided in the Agreement. All academic year appointments for faculty members will begin on the same date unless legal restrictions require otherwise. The University employment contract will contain the following elements:
- (a) Date;
 - (b) Professional Classification System title, class code, rank, and appointment status;
 - (c) Employment unit (e.g., department, college, institute, area, center, etc.);
 - (d) Length of appointment;
 - (e) Special conditions of employment;
 - (f) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure);
 - (g) A statement that the faculty member's signature on the standard employment contract will not be deemed a waiver of the right to process a grievance with respect thereto in

- compliance with Article 22 (Grievance Procedure and Arbitration);
- (h) The following statement, if the appointment is not subject to notice provisions of section 13.2: “Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.”;
 - (i) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board of Governors and the University, and this Agreement;
 - (j) Percent of full time effort (FTE) assigned;
 - (k) Salary rate;
 - (l) The minimum salary for the rank or job classification;
 - (m) The statement: “The UWF BOT/UFF Collective Bargaining Agreement (Article 6, Nondiscrimination) prohibits discrimination against any faculty member based upon race, color, sex, sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the Board or the University may be presented as grievances pursuant to Article 22 (Grievance Procedure and Arbitration).”;
 - (n) A statement informing the faculty member of the obligation to report any outside activity or potential conflict of interest under the provisions of Article 21 (Conflict of Interest/Outside Activity) of the Collective Bargaining Agreement; and
 - (o) Principal place of employment.

9.4 Appointments.

- (a) Change in appointments.
 - (1) A faculty member serving on a calendar year appointment may request an academic year appointment, or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months. Similarly, a faculty member serving on an academic year appointment may request a calendar year appointment or an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months. The President or representative will carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.
 - (2) Upon approval by the President or representative, and assuming that the assigned responsibilities remain substantially the same, a faculty member’s base salary will be adjusted by 81.8 percent when changing from a calendar year to an academic year appointment or by 122.2 percent when changing from an academic year to a calendar year appointment. For a faculty member whose appointment was previously changed from an academic year to a calendar year appointment at a salary adjustment other than 122.2 percent or from a calendar year to an academic year appointment at a salary adjustment other than 81.8 percent, the percent which is the reciprocal of the percent previously used will be used to make the salary adjustment.
 - (3) Upon approval of a change from an academic year appointment to an annual leave accruing appointment of less than twelve (12) months but more than nine (9)

months, the faculty member's salary will be adjusted to a percent of the calendar year base which is mathematically proportionate.

- (4) Upon approval of a change from an annual leave accruing appointment of less than twelve (12) months but more than nine (9) months to an academic year appointment, the faculty member's base salary will be adjusted to a percent of the annual leave accruing base which is mathematically proportionate.

(b) Summer Appointments.

(1) Policy.

- a. Available supplemental appointments will be offered equitably as appropriate to qualified faculty, not later than five (5) weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria will be made available in each department/unit.
- b. Supplemental Summer appointments will be made in accordance with section 10 12.945, Florida Statutes (the "twelve hour law").

(2) Supplemental Summer Compensation.

- a. A faculty member will receive approximately the same total salary for teaching a course during a supplemental Summer appointment as he or she received for teaching the same course, or a course similar in length and content, during the academic year, regardless of the length of the supplemental Summer appointment.
- b. The instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the Summer. This academic year instructional assignment may not exceed .25 FTE for a three (3) contact hour course, except that contact hour equivalencies may be assigned for classroom instructional activities which involve unusual and significant requirements for classroom preparation, conduct of classes, student evaluation, etc. The academic year FTE will be increased during the supplemental Summer appointment proportional to the shorter length of the Summer terms.

Summer FTE will be computed as follows:

Summer FTE = Academic Year FTE x (Weeks in Academic Semester / Weeks in Summer Semester) + Other FTE (as provided in d., below)

Summer FTE = .25 x (19.5 / 13) + Other FTE = (.25 x 1.5) + Other FTE = .375 + Other FTE

Salary for one (1) course in the Summer with an assumed nine (9)- month salary of \$44,000 and zero (0) Other FTE for a thirteen (13) week Summer appointment will be computed as follows:

Summer Compensation = Annual nine (9)-month salary x Summer FTE x (# pay periods for Summer semester / # pay periods for academic year semester)

$$\text{Summer Compensation} = \$44,000, \times .375 \times (6.5 / 19.5) + 0^* = \$44,000 \times .375 \times .333 = \$5,500$$

* assuming no “Other FTE” is assigned for the Summer

- c. Note that contact hour equivalencies may be assigned in the Summer for classroom instructional activities which involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc. These assigned FTE’s also will be proportionally greater in the Summer than in the academic year in recognition of the shorter length of the Summer terms.
 - d. The instructional FTE assignment described in 9.4(b)(2)b., above, does not include other credit-generating activities such as thesis/dissertation supervision, directed individual studies, supervised research/teaching, and supervision of student interns. These activities, as well as Research or Service activities may be assigned by the University during the Summer term as “Other FTE” but are not part of the “FTE for Semester Instructional Assignment” described in the preceding paragraphs, need not be assigned in conjunction with Summer instructional assignment, and need not be allocated according to the same FTE equivalent as during the academic year. Any such reduction in FTE must, however, correspond to an appropriate reduction in assigned duties. In order for “Other FTE” activities to be compensated, they must be in writing, requested by the University, and included, along with the assigned FTE percentage, on the faculty member’s Summer Work Assignment.
- (c) Extra Compensation Appointments. Extra compensation is defined as compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra compensation appointments with the University will be offered equitably and as appropriate to qualified faculty in sufficient time to allow voluntary acceptance or rejection and are subject to the provisions of section 25.9 (Type of Payment for Assigned Duties).
 - (d) Visiting Appointments. A “visiting” appointment is one made to a person having appropriate academic or professional qualifications but who is not expected to be available for more than a limited period, or to a person in a position that the University does not expect to be available for more than a limited period. A visiting appointment may be offered in single or multi-year contracts, not to exceed a total of four (4) consecutive years.
 - (e) Adjunct Appointments. The use of adjuncts at the University will, upon the request of the UFF representatives, be a subject of consultation under the provisions of Article 2 (Consultation).
 - (f) Fixed Multi-year Appointments.
 - (1) Two (2)– to five (5)– year fixed multi-year appointments may be offered for the following:
 - a. Instructors and Lecturers;
 - b. Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, Curators, and Counselors/Advisors;

- c. Scholars/Scientists/Engineers, Research Associates, and Associate in/Assistant in;
 - d. Clinical faculty;
 - e. Individuals who have officially retired from universities or other organizations who are at least fifty-five (55) years of age;
 - f. Tenured faculty who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and
 - g. Individuals who have held the rank of full professor for at least seven (7) years at an institution of higher education.
- (2) Successive fixed multi-year appointments may be offered to eligible faculty hired pursuant to section 9.4(f)(1) as follows:
- a. Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria will be in writing and available to all eligible faculty.
 - b. The faculty member will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, he or she must submit a request and written documentation pursuant to written procedures established by the University. The University will notify the faculty member in writing of the decision to offer or not offer a successive appointment by the beginning of the final year of the faculty member's current appointment.

(4) (3) Instructors, Lecturers, Research Associates and Librarians on Multi-Year Appointments

- a. Instructors, Lecturers, Research Associates and non-tenure earning Assistant Librarians, Associate Librarians and Librarians shall be offered a three-year multi-year contract appointment in circumstances where the faculty member had received an overall Dean's rating of "excellent" or above on each of his or her three most recent consecutive annual evaluations.
- b. In the event that the faculty member qualifies for a subsequent consecutive three-year multi-year contract, by receiving an overall Dean's rating of "excellent" or above in each of his or her six most recent annual evaluations, he or she shall receive a base wage increase of one thousand dollars (\$1,000.00). The one thousand dollar (\$1,000.00) increase may not be received more than once every six years (every other three-year contract).
- c. Faculty on multi-year contracts funded in whole or in part by grant finds will have the multi-year contract end in the event the grant funding is terminated. Any wage increase identified in section 3(b) for a grant funded position is dependent upon whether grant funds are available to allow for the increase.

d. Library faculty may qualify for the multi-year contract defined at section 3(a) but are not eligible for the wage increase defined at section 3(b).

ARTICLE 10 ASSIGNMENT OF RESPONSIBILITIES

10.1 Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of faculty to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member in consultation with his or her supervisor.

10.2 Considerations in Assignment.

- (a) The faculty member will be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:
- (1) the needs of the program or department/unit;
 - (2) the faculty member's qualifications and experiences, including professional growth and development and preferences;
 - (3) the character of the assignment, including but not limited to
 - a. the number of hours of instruction,
 - b. the preparation required,
 - c. whether the faculty member has taught the course in the past,
 - d. the average number of students enrolled in the course in past semesters,
 - e. the time required by the course,
 - f. whether travel to another location is required,
 - g. the number of preparations required,
 - h. the faculty member's assignments in other semesters,
 - i. the terms and conditions of a contract or grant from which the faculty member is compensated,
 - j. the use of instructional technology,
 - k. the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments,
 - l. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member; and
 - (4) the opportunity to fulfill applicable criteria for tenure, promotion, continuing multi-year appointments, successive fixed multi-year appointments, and merit salary increases.
- (b) If the conference with the person responsible for making the assignment does not resolve the faculty member's concerns, the faculty member will be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.

- (c) The Board and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible of quantification. The Board, acting through the University, has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation.
- (d) Furthermore, the Board, acting through the University, properly has the obligation to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.
- (e) No faculty member's assignment will be imposed arbitrarily or unreasonably. If a faculty member believes that the assignment has been so imposed, the faculty member should proceed to address the matter through the procedures in Appendix "II" of this Agreement, which will be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to faculty assignments are subject to the provisions of Article 22 (Grievance Procedure and Arbitration).

10.3 Annual Assignment.

- (a) Communication of Workload Assignment. Faculty will be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the expectations related to teaching, scholarly and creative projects, and service for that year. Any special or atypical work expectations affecting these activities will be identified in the workload assignment letter.
- (b) Informal Communication of Instructional Assignment. The published schedule available on the first day of student registration will serve as the informal notification of the faculty member's course assignment. If there is a mismatch between the published schedule and the workload assignment, the faculty member and supervisor will discuss and resolve the discrepancy. The informal communication of instructional assignment is not grievable.
- (c) Formal Communication of Instructional Assignment. This instructional assignment will be confirmed in writing no later than six (6) weeks in advance of the start of classes.
- (d) Instructional Assignment. The period of an instructional assignment during an academic year will not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments will not exceed an average of ten (10) days per semester. Within each semester, activities referred to above will be scheduled during contiguous weeks with the exception of University breaks, if any.
- (e) Change in Instructional Assignment. Should it become necessary to make changes in a faculty member's instructional assignment less than six weeks before the start of classes, the supervisor will notify the faculty member prior to making such changes and will specify such changes in writing. Faculty can identify late changes in schedule as an extenuating circumstance in interpreting their performance evaluation data. Supervisors will take the late assignment into consideration in interpreting the results of student

evaluations from those classes.

- (f) **Equitable Opportunity.** Each faculty member will be given assignments which provide equitable opportunities, in relation to other faculty in the same department/unit, to meet the required criteria for promotion, tenure, successive fixed multi-year appointments, and merit salary increases.
 - (1) For the purpose of applying this principle to promotion, assignments will be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the University will not be less than four (4) years. The faculty member's annual assignment will be included in the promotion file.
 - (2) For the purpose of applying this principle to tenure, assignments will be considered over the entire probationary period and not solely over the period of a single annual assignment. The faculty member's annual assignment will be included in the tenure file.

10.4 Summer Assignment.

- (a) The Summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities.
- (b) When a Summer instructional appointment immediately follows the academic year appointment, the faculty member may be assigned reasonable and necessary non-instructional duties related to the Summer instructional appointment prior to the conclusion of the academic year appointment.

10.5 Place of Employment.

- (a) **Principal.** Each faculty member will be assigned one (1) principal place of employment, as stated on the University employment contract. Where possible, a faculty member will be given at least nine (9) months notice of a change in principal place of employment. The faculty member will be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in section 10.3, above. Voluntary changes and available new positions within the department will be considered prior to involuntary changes, if practicable.
- (b) **Secondary.** Each faculty member, where possible, will be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the faculty member's principal place of employment. The faculty member will be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding such assignment.
- (c) If the assignment to a secondary place of employment is made within a regular, full-time appointment, the supervisor is encouraged to make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals, for all

assignments not at the faculty member's principal place of employment will be paid at the State rate and in accordance with applicable provisions of State law.

10.6 Teaching Schedule.

- (a) Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours.
- (b) Teaching schedules should also be established so that the time between the end of the last assignment for a day and the beginning of the first assignment for the next day is not less than twelve (12) hours.
- (c) Colleges may develop policies with respect to workload adjustments to recognize non-traditional work assignments.

10.7 Equipment. When equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto. The Board and the UFF are committed to seek funding to provide for the replacement of obsolete equipment, recognizing the necessity for maintaining an adequate inventory of technologically current equipment.

10.8 Workweek.

- (a) Scheduled hours for all faculty will not normally exceed forty (40) hours per week. Time will be allowed within the normal working day for research, teaching, or other activities required of the faculty member, when a part of the assigned duties.
- (b) Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments.

10.9 Instructional Technology.

- (a) "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by a faculty member, and which are used to assist or enhance instruction.
- (b) The parties recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between faculty and student. This technology may be used in the context of distance learning. Furthermore, the parties also recognize that this technology should be used to the maximum mutual benefit of the University and the faculty.
- (c) The University will review the considerations stated in (1) through (4), below, which may be raised by faculty development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other faculty instructional activities and, therefore, be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, it will develop such policies and consult with UFF pursuant to section 2.1 (Consultation with

President), prior to their implementation. Colleges may develop policies with respect to workload adjustments to recognize nontraditional work assignments.

- (1) Recognition of that faculty effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner which is appreciably greater than that associated with a traditional course;
 - (2) Training and development resources available to faculty who have been assigned to provide instruction through the use of instructional technology/distance learning;
 - (3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and
 - (4) Compensation, including recognition in a faculty member's assignment or provisions for extra State compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.
- (d) The faculty member will not make use of appreciable University support in the creation or revision of instructional technology materials unless the University approves such use in advance and in writing.
- (e) Releases.
- (1) Provisions governing releases to be obtained when the University has an interest in instructional technology are contained in section 20.3(c)(3).
 - (2) Consistent with such provisions and prior to the use of the instructional technology materials described in section 10.9(a), above, releases will be obtained from persons appearing in, or giving financial or creative support to their development or use, and the faculty member will certify that such development or use does not infringe upon any existing copyright or other legal right.
 - (3) The faculty member will be liable to the University for judgments resulting from such infringements.
 - (4) The University will assist the faculty member in obtaining releases regarding instructional technology materials when:
 - a. the University has asserted an interest in such materials; or
 - b. the University has assigned the faculty member to develop such materials.

ARTICLE 11

FACULTY PERFORMANCE EVALUATIONS

11.1 Policy.

- (a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of a faculty member's performance of assigned duties consistent with the criteria specified in section 11.4 (Criteria). The performance of faculty, other than those who have received notice of non-reappointment under section 13.2 or those not entitled to receive notice of non-reappointment under section 13.2 will be evaluated at least once annually, and they will be advised of the academic term during which such evaluation will be made. Personnel decisions will take such annual evaluations into account, provided that such decisions need not be based solely on written faculty performance evaluations.

- (b) Sustained Performance Evaluations. Tenured faculty members will receive a sustained performance evaluation once every seven (7) years following the award of tenure or their most recent promotion. The purpose of this evaluation is to document sustained performance during the previous six (6) years of assigned duties and to encourage continued professional growth and development.

11.2 Sources and Methods of Evaluation.

- (a) In preparing the annual evaluation, the person(s) responsible for evaluating the faculty member may consider, where appropriate, information from the following sources: immediate supervisor, peers, students, faculty member/self, other University officials who have responsibility for supervision of the faculty member, and individuals to whom the faculty member may be responsible in the course of a service assignment, including public school officials when a faculty member has a service assignment to the public schools.
- (b) Student Evaluations. Section 11.2(b) will go into effect on the first day of the Fall 2010 semester.
 - (1) Student evaluations are a regular part of faculty evaluation. Therefore, each Fall and Spring semester, faculty will ensure that student evaluations (using the standard University form) are administered for every course and every section taught. Such student evaluations, including narrative comments, will be provided to the Department Chair/Director so as to be included in the material considered for the faculty member's annual evaluation.
 - (2) Considerations for Fair and Equitable Treatment.
 - a. Faculty members will have the right to rebut student evaluation comments and feedback by preparing a written rebuttal. There will be no limit to the length of the rebuttal. The rebuttal will be attached to the student evaluations in the faculty member's master evaluation file. The rebuttal should address extenuating circumstances and other factors that might clarify how comments and numerical ratings should be interpreted by supervisors.
 - b. No personnel action will be taken on the basis of student narrative comments that have not been corroborated by evidence other than student evaluations.
 - c. Written comments from students will be considered in the context of other information submitted by the faculty member about teaching performance.
 - d. Faculty are encouraged to submit other exemplars of teaching quality, consistent with indicators identified in the Tenure and Promotion guidelines, such as outcome assessment data, peer review observations, syllabi, assessment samples, etc.
 - e. Summaries of student evaluations, including the narrative comments, will be provided to the faculty member at least fourteen (14) days in advance of the faculty member's due date for annual evaluation materials. In the event that a faculty member receives his or her student evaluation data less than fourteen (14) days prior to this due date, the deadline for faculty submission of materials will be moved forward proportionally.
- (c) Classroom Observation/Evaluation of Online Instruction. The faculty member, if

assigned teaching duties, will be notified at least two (2) weeks in advance of the date, time, and place of any direct classroom observation or evaluation of online instruction made in connection with the faculty member's annual evaluation. Upon notification, a three stage process will begin. First, a meeting will be set for the faculty member to present context/stage setting for the observation and, in the case of online instruction, the scope of the evaluation. Stage two will consist of the actual observations(s)/evaluation(s). The final stage will be a feedback cycle which includes written comment to the faculty member. If agreement on a date for the observation/evaluation is not reached, the faculty member will be notified at least two (2) weeks in advance of two (2) dates when two (2) observations/evaluations will be made.

11.3 Procedures.

(a) Annual Evaluation.

- (1) The proposed written annual evaluation, including the faculty member's annual assignment which was furnished pursuant to section 10.3 (Annual Assignment) will be provided to the faculty member within forty-five (45) days after the end of the academic term during which such evaluation was made. The faculty member will be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the faculty member's evaluation file.
- (2) The evaluation will be signed and dated by the person performing the evaluation and by the person being evaluated, who may attach a concise comment to the evaluation. A copy of the evaluation will be provided to the faculty member.
- (3) The faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the evaluation which were not resolved in previous discussions with the evaluator.
- (4) Each University college or department/unit will develop and maintain procedures by which to evaluate each faculty member according to criteria specified in section 11.4 (Criteria). These procedures will include the method for the distribution of any departmental merit salary increase funds specified that might become available. The faculty of each college or department/unit, who are eligible to vote in faculty governance, will participate in the development of these procedures and will recommend implementation by vote of a majority of at least a quorum of those faculty members.
 - a. The proposed procedures or revisions thereof will be reviewed by the President or representative to ensure that they are consistent with the mission and goals of the University and that they comply with this Agreement.
 - b. If the President or representative determines that the recommended procedures do not meet the conditions in section 11.3(a)(4), above, the proposal will be referred to the college or department/unit for revision with a written statement of reasons for non-approval. No merit salary increase funds will be provided to a college or department/unit until the procedures to be used have been approved by the President or representative.
 - c. Approved procedures, and revisions thereof, will be kept on file in the college or

department/unit office. Faculty in each college or department/unit will be provided a copy of that college or department's/unit's current procedures for annual evaluation.

- (5) Upon written request from the faculty member, the person(s) responsible for supervising and evaluating a faculty member will endeavor to assist the faculty member in correcting any major performance deficiencies reflected in the faculty member's annual evaluation.

(b) Sustained Performance Evaluations.

(1) Beginning in the 2015-2016 academic year and continuing thereafter, the University shall conduct Sustained Performance Evaluations on tenured faculty in the ranks of Professor and Associate Professor, those in the ranks of University Librarian and Associate University Librarian and the positions identified at Appendix L. The purpose of the Sustained Performance Evaluation is to assess the faculty member's sustained performance and professional growth as of the date of the evaluation. The expectations for sustained performance shall be aligned with the qualifications for tenure in place at the time of the evaluation. For faculty in the ranks of Librarian or Associate University Librarian, the expectation shall be aligned with the qualifications for promotion in place at the time of the evaluation.

(2) The Sustained Performance Evaluation shall be conducted in the tenured faculty member's sixth (6th) year after receiving tenure and every sixth (6th) year thereafter and will evaluate the faculty member on his or her performance over the previous six (6) year period. Each faculty member may elect a one (1) year deferral once in his or her career at UWF. This would allow the sustained performance evaluation to be conducted in the seventh (7th) year. For University Librarians and Associate University Librarians this Sustained Performance Evaluation shall be conducted the sixth (6th) year after appointment or promotion to the rank of University Librarian or Associate University Librarian and every sixth (6th) year thereafter.

(3) There are three tiers of the Sustained Performance Evaluation. The attainment of Distinguished (Tier One) shall reflect distinction that clearly exceeds the University and departmental tenure standards and expectations in place at the time of the evaluation for excellence in quantity, quality or both. The attainment of Satisfactory (Tier Two) shall satisfy the University and departmental tenure standards and expectations in place at the time of the evaluation for excellence in quantity, quality or both. An evaluation that is Unsatisfactory (Tier Three) reflects performance that does not satisfy the University and departmental tenure standards and expectations in place at the time of the evaluation for excellence in quantity, quality or both. A Tier Three Rating will require the faculty member to enter into a formal Performance Improvement Plan. University Librarians and Associate University Librarians will be evaluated in the same manner except that the University and departmental promotion standards and expectations in place at the time of the evaluation will apply.

(4) A faculty member at the rank of Professor or University Librarian that receives a

Tier One Distinguished rating on the Sustained Performance Evaluation shall receive a six thousand dollar (\$6,000.00) increase in his or her base salary. A faculty member in the rank of Associate Professor or Associate University Librarian that receives a Tier One Distinguished rating on the Sustained Performance Evaluation shall receive a three thousand dollar (\$3,000.00) increase in his or her base salary. A faculty member at the rank of Professor or University Librarian that receives a Tier Two Satisfactory rating on the Sustained Performance Evaluation shall receive a four thousand dollar (\$4,000.00) increase in his or her base salary. A faculty member in the rank of Associate Professor or Associate University Librarian that receives a Tier Two Satisfactory rating on the Sustained Performance Evaluation shall receive a two thousand dollar (\$2,000.00) increase in his or her base salary. An Unsatisfactory Sustained Performance Evaluation will result in no wage increase.

(5) On an annual basis the Provost will issue a memorandum identifying the faculty that will receive a Sustained Performance Evaluation for the following academic year. The Provost's Memorandum will describe the process and timeline for the submission of materials by the faculty member.

(6) The materials to be submitted by the faculty member being evaluated will be the same as an application for tenure or in the case of a University Librarian or Associate University Librarian as an application for promotion. There shall be no internal or external letters of recommendation included in the submission. Evidence of sustained performance must be substantive and detailed with documentation.

(7) The faculty member's dossier for the Sustained Performance Evaluation shall be submitted to the faculty member's Department Chair for review and a recommendation to the Dean. The Dean will ask the College Personnel Committee for a recommendation. The Dean will make a separate review and recommendation to the Provost. The recommendations of the Chair, College Personnel Committee and Dean will be submitted to the Provost who will conduct a separate review and make a final decision.

(8) Authorized leaves of absence may, under the provisions of Article 19 (LEAVES), be credited toward the period of the six (6) year evaluation period or may suspend the running of the period at the election of the faculty member.

(9) Faculty receiving "Unsatisfactory" ratings on a sustained performance evaluation will enter into a Performance Improvement Plan. The Performance Improvement Plan will be developed by the Chair in concert with the Dean within thirty (30) days of the date of the evaluation. The faculty member shall be provided with an opportunity to provide input into the Performance Improvement Plan. The Performance Improvement Plan shall outline each of the areas needing attention and improvement so that the Faculty member shall meet the tenure standards (or promotion standards for Librarians and Associate Librarians) in place at the time of the evaluation, upon successful completion of the Performance Improvement Plan. The Performance Improvement Plan

shall provide specific performance targets and a time period for achieving the targets. The Performance Improvement Plan must be approved by the Provost. The Chair shall meet regularly with the faculty member to review progress toward meeting the performance targets. However, it is the responsibility of the faculty member to attain the performance targets specified in the performance improvement plan within the specified time frame and demonstrate competency in his or her position.

- ~~(1) The sustained performance evaluation program will provide that:~~
- ~~a. Only elected faculty may participate in the development of applicable procedures. Such procedures will ensure involvement of both peers and administrators at the department and higher levels in the evaluation and will ensure that a faculty member may attach a concise response to the evaluation;~~
 - ~~b. The University will provide for an appeals process to accommodate instances when the faculty member and the supervisor cannot agree upon the elements to be included in the performance improvement plan; and~~
 - ~~c. The proposed procedures for the sustained performance evaluation will be available to faculty members and to the UFF for review prior to final approval.~~
- ~~(2) Faculty annual evaluations, including the documents contained in the evaluation file, will be the sole basis for the sustained performance evaluation.~~
- ~~a. A faculty member who received satisfactory annual evaluations during the previous six (6) years will not be rated below satisfactory in the sustained performance evaluation nor subject to a performance improvement plan. For purposes of this section (11.3), where no overall rating exists for an annual evaluation, a majority of ratings at or above the midpoint of the scale will be considered as equivalent to an overall rating at or above the midpoint of the scale.~~
 - ~~b. A performance improvement plan will be developed only for those faculty members whose performance is identified through the sustained performance evaluation as being consistently below the midpoint of the scale in one or more areas of assigned duties.~~
 - ~~c. The performance improvement plan will be developed by the faculty member, in concert with his or her supervisor, and will include specific performance targets and a time period for achieving the targets. The performance improvement plan will be approved by the President or representative. Specific resources identified in an approved performance improvement plan will be provided by the University. The supervisor will meet periodically with the faculty member to review progress toward meeting the performance targets. It is the responsibility of the faculty member to attain the performance targets specified in the performance improvement plan.~~

11.4 Criteria. The annual performance evaluation will be based upon assigned duties and will carefully consider the nature of the assignments, in terms, where applicable, of:

- (a) Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with

students. The evaluation will include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The evaluator may take into account class notes, syllabi, student exams and assignments, and any other materials relevant to the faculty member's teaching assignment.

- (b) The teaching evaluation must take into account any relevant materials submitted by the faculty member, including the results of peer evaluations of teaching, and may not be based solely on student evaluations when this additional information has been made available to the evaluator.
- (c) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity will include, but not be limited to, published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; and research and creative activity that has not yet resulted in publication, display, or performance.
- (d) The evaluation will include consideration of the faculty member's productivity, including the quality and quantity of what has been done during the year, and of the faculty member's research and other creative programs and contributions; and recognition by the academic or professional community of what is done.
- (e) Public service that extends professional or discipline-related contributions to the community; the State, including public schools; and the national and international community. This public service includes contributions to scholarly and professional organizations and governmental boards, agencies, and commissions that are beneficial to such groups and individuals.
- (f) Participation in the governance processes of the institution through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular departmental or college meetings.
- (g) Other assigned University duties, such as advising, counseling, supervision of interns, and academic administration, or as described in a Position Description, if any, of the position held by the faculty member.

11.5 Proficiency in Spoken English. No faculty member will be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations established by Florida law and Board rule for testing such deficiency.

- (a) Faculty involved in classroom instruction, other than in courses conducted primarily in a foreign language, found by the supervisor, as part of the annual evaluation, to be potentially deficient in English oral language skills, will be tested in accordance with appropriate procedures and examinations established by statute and rule cited above for testing such skills. No reference to an alleged deficiency will appear in the annual evaluation or in the personnel file of a faculty member who achieves a satisfactory

examination score determining proficiency in oral English as specified in the rule (currently “50” or above on the Test of Spoken English).

- (b) Faculty who score at a specified level on an examination established by statute and rule cited above for testing oral English language skills (“45” on the Test of Spoken English), may continue to be involved in classroom instruction up to one (1) semester while enrolled in appropriate English language instruction, as described in paragraph (d), below, provided the appropriate administrator determines that the quality of instruction will not suffer. Only such faculty members who demonstrate, on the basis of examinations established by statute or rule, that they are no longer deficient in oral English language skills may be involved in classroom instruction beyond one (1) semester.
- (c) Faculty who score below a minimum score on an examination established by statute and rule for determining proficiency in oral English (currently “45” on the Test of Spoken English) will be assigned appropriate non-classroom duties for the period of oral English language instruction provided by the University under paragraph (d), below, unless during the period of instruction the faculty member is found, on the basis on an examination specified above, to be no longer deficient in oral English language skills. In that instance, the faculty member will again be eligible for assignment to classroom instructional duties and will not be disadvantaged by the fact of having been determined to be deficient in oral English language skills. It is the responsibility of each faculty member who is found, as part of the annual evaluation, to be deficient in oral English language skills by virtue of scoring below the satisfactory score on an examination established by statute and rule for determining such proficiency (see paragraph (a)), to take appropriate actions to correct these deficiencies. To assist the faculty member in this endeavor, the University will provide appropriate English language instruction without cost to such faculty members for a period consistent with their length of appointment and not to exceed two (2) consecutive semesters. The time the faculty member spends in such instruction will not be considered part of the individual assignment or time worked, nor will the faculty member be disadvantaged by the fact of participation in such instruction.
- (d) If the University determines, as part of the annual evaluation, that one (1) or more administrations of a test to determine proficiency in oral English language skills is necessary, in accordance with statute and rule and this section, the University will pay the expenses for up to two (2) administrations of the test. The faculty member will pay for additional testing that may be necessary.

11.6 Employee Assistance Programs. Neither the fact of a faculty member’s participation in an employee assistance program nor information generated by participation in the program will be used as evidence of a performance deficiency within the evaluation process described in this Article, except for information relating to a faculty member’s failure to participate in an employee assistance program consistent with the terms to which the faculty member and the University have agreed.

ARTICLE 12

EVALUATION FILE

12.1 Policy.

- (a) There will be one (1) master evaluation file containing a dated copy of each document used in the evaluation process. A separate evaluation file may be compiled for tenure or promotion, provided that everything in the separate file will also be in the master file, except for letters of recommendation to which the candidate has waived access in writing.
- (b) When evaluations and other personnel decisions are made, other than for tenure or promotion, the only documents which may be used are those contained in the master evaluation file.
- (c) The custodian of the file will place such documents in the evaluation file within a reasonable time after receiving them.
- (d) Faculty will be notified of the location of the evaluation file and the identity of the custodian.

12.2 Access.

- (a) A faculty member may examine his or her master evaluation file and promotion and tenure files, upon reasonable advance notice, during the regular business hours of the department office under such conditions as are necessary to ensure its integrity and safekeeping. Faculty will not be denied such access.
- (b) The faculty member may paginate with successive whole numbers the materials in the file.
- (c) The faculty member may attach a concise statement in response to any item in the faculty member's evaluation file.
- (d) Upon request, the faculty member is entitled to one (1) free copy of any material in the evaluation file. Additional copies may be obtained by the faculty member upon the payment of a reasonable fee for photocopying.
- (e) A person designated by the faculty member may examine that faculty member's evaluation file with the written authorization of the faculty member concerned, and subject to the same limitations on access that are applicable to the faculty member.

12.3 Indemnification. The UFF agrees to indemnify and hold the Board, its officials, agents, and representatives, harmless from and against any and all liability for any improper, illegal, or unauthorized use by the UFF of information contained in such evaluation files.

12.4 Use of Evaluative Materials. In the event a grievance is filed, the Board, UFF grievance representatives, the arbitrator, and the grievant will have the right to use, in the grievance proceedings, copies of materials from the grievant's evaluation file.

12.5 Anonymous Material. There will be no anonymous material in the master evaluation file or promotion and tenure files except as provided in section 12.6.

12.6 Use of Student Evaluations. Numerical ratings and narrative comments from student evaluations are a regular part of the evaluation procedure for classroom instruction. All student evaluations will be included in the master evaluation file and tenure and promotion files from Fall 2010 forward. Prior to Fall 2010, inclusion of narrative comments was optional.

12.7 Removal of Contents.

- (a) Materials will be removed from the master evaluation file if shown to be contrary to fact, and materials may also be removed pursuant to the resolution of a grievance.
- (b) This section does not authorize the removal of materials from the evaluation file based on a dispute concerning a matter of judgment or opinion rather than fact.
- (c) Materials removed from the faculty member's master evaluation file, pursuant to this section, will be placed in a sealed file marked with the faculty member's name. This sealed file will be accessed only by the faculty member or by the University for legitimate investigative purposes. The material removed from the file will not be used to evaluate the faculty member. If material is accessed for investigative purposes, it will be returned as quickly as possible after the investigation is completed and a finding has been rendered, and the file will then be re-sealed.

12.8 Limited Access to Faculty Evaluation Files.

- (a) Information in the master file reflecting evaluation of faculty performance will be available for inspection only by the faculty member, the faculty member's representative, University and Board officials who use the information in carrying out their responsibilities, and arbitrators or others engaged by the parties to resolve disputes, or as required by law or by court order.
- (b) Such limited access status will not apply to summary data, by course, for the common "core" items contained in student course evaluations, which have been selected as such by the Board and made available by the University to the public on a regular basis.

**ARTICLE 13
NON-REAPPOINTMENT**

13.1 Policy. Faculty appointments will not create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in section 14.3 (Alternative/Equivalent Employment) and section 16.11 (Termination/Layoff), as it applies to tenured faculty.

13.2 Notice.

- (a) All faculty, except tenured faculty and those described in (b)(1) and (c) below, are entitled to the following written notice that they will not be offered further appointment:
 - (1) Faculty in their first two (2) years of continuous University service will be provided with one (1) semester notice (or its equivalent, 19.5 weeks, for faculty appointed for more than an academic year); or
 - (2) Faculty with two (2) or more years of continuous University service will be

provided with one (1) year notice.

- (3) The provision of notice under this section does not provide rights to a Summer appointment beyond those provided in section 9.4(b).
- (b) Faculty on “Soft Money.”
- (1) Faculty who are on “soft money,” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, in their first five (5) years of continuous service will have the following statement or its equivalent included in their employment contracts:

“Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.”

- (2) Faculty on “soft money,” e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, with five (5) or more years of continuous University service will be provided with ninety (90) days notice, contingent upon funds being available in the contract or grant, except that faculty who are on “soft money” with five (5) or more years of continuous University service as of June 30, 1991 will be provided with one (1) year notice.
- (c) Faculty who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, who are appointed to a fixed multi-year appointment pursuant to section 9.4(f), or who are employed in an auxiliary entity are not entitled to notice that they will not be offered further employment, and the following statement or its equivalent will be included in their employment contracts:

“Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.”

- (d) A faculty member who is entitled to written notice of non-reappointment in accordance with the provisions of section 13.2, above, who receives written notice that he or she will not be offered further appointment will be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the President or representative will provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

13.3 Notice Document. Notice of appointment and non-reappointment will not be contained in the same document.

13.4 Grievability. A faculty member who receives written notice of non-reappointment may, according to Article 22 (Grievance Procedures and Arbitration), contest the decision because of an alleged violation of a specific term of this Agreement or because of an alleged violation of the faculty member’s Constitutional rights. Such grievances must be filed within thirty (30) days of receipt of the statement of the basis for the decision not to reappoint pursuant to section 13.2(d) or receipt of the notice of non-reappointment if no

statement is requested.

13.5 Non-reappointment Considerations. If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one (1) or more programs or functions, the University will take the following actions:

- (a) Make a reasonable effort to locate appropriate alternative or equivalent employment within the University, if practicable; and
- (b) Offer such faculty member, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University for a period of two (2) years following the initial notice of non-reappointment, should an opportunity for such re-employment arise.
 - (1) Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer or at least seven (7) days prior to the first day of classes, whichever is sooner. Such acceptance will take effect not later than the beginning of the semester immediately following the date the offer was made.
 - (2) In the event such offer of re-employment is not accepted, the faculty member will receive no further consideration pursuant to this Article.

13.6 Resignation.

- (a) A faculty member who wishes to resign has the professional obligation to provide the University with at least one (1) semester's notice, when possible.
- (b) Upon the University's receipt of notice of resignation, all consideration for tenure and reappointment will cease.

ARTICLE 14 LAYOFF AND RECALL

14.1 Layoff Policy.

- (a) Notification. When a layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions, the University will notify the local UFF Chapter and the UFF state office no less than thirty (30) days prior to taking such action.
- (b) Layoff unit. The layoff unit may be at any organizational level of the University, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the Board or the University deems appropriate.
- (c) The basis for layoff is not grievable, however layoff procedure is grievable. For the purposes of grieving procedural violations of this Article, faculty will be permitted to file grievances subject to the conditions of Article 22 (Grievance Procedure and Arbitration).

14.2 Layoff Considerations. The selection of faculty in the layoff unit to be laid off will be determined as follows:

- (a) No tenured faculty will be laid off if there are non-tenured faculty in the layoff unit.
- (b) No non-tenured faculty in the layoff unit with more than five (5) years of continuous University service will be laid off if there are any such faculty members with five (5) years or less service.
- (c) The sole instance in which only one (1) faculty member will constitute a layoff unit is when the functions that the faculty member performs constitute an area, program, or other level of organization at the University.
- (d) The provisions of section 14.2(a) and (b) will apply unless the University determines that an Affirmative Action employment program will be adversely affected. When an Affirmative Action program has been so affected the University will notify the UFF in writing.
- (e) Where faculty are equally qualified under (a) or (b), above, those faculty will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the University. In making such judgment, the University will carefully consider each faculty member's length of continuous University service and will take into account other appropriate factors, including but not limited to
 - (1) performance evaluation by students, peers, and supervisors;
 - (2) the faculty member's academic training, professional reputation, teaching effectiveness, research record or quality of creative activity in which the faculty member is engaged; and
 - (3) service to the profession, community, and public.
- (f) No tenured/fixed multi-year status faculty member will be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.
- (g) Layoff will not be used in lieu of termination procedures in Article 17 (Disciplinary Action).
- (h) The University will notify the local UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those department/units where faculty have been laid off. The use of adjunct and other non-unit faculty in departments/units where faculty have been laid off may be the subject of consultation meetings pursuant to Article 2 (Consultation).

14.3 Alternative/Equivalent Employment. Upon request of the faculty member, the University will make a reasonable effort to locate appropriate alternate or equivalent employment for the laid-off faculty member within the University, where practicable, and to make known the results of the efforts to the person affected.

14.4 Notice.

- (a) Faculty should be informed of layoff as soon as practicable. When circumstances permit, faculty with three (3) or more years of continuous University service should be provided at least one (1) year's notice; those with less service with at least six (6) months notice.
- (b) Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of

receipt obtained.

- (c) The notice will include the following:
 - (1) effective date of layoff;
 - (2) reason for layoff;
 - (3) reason for shortened period of notification, if applicable;
 - (4) a statement of recall rights;
 - (5) a statement of appeal/grievance rights and applicable deadlines for filing; and
 - (6) a statement that the faculty member is eligible for consideration for retraining under the provision of section 24.4 (Retraining), for a period of two (2) years following the layoff.

14.5 Re-employment/Recall.

- (a) For a period of two (2) years following the layoff of a tenured faculty member who is not otherwise employed in an equivalent full-time position, such faculty member will be offered re-employment in the same or similar position at the University should an opportunity for such re-employment arise, if the faculty member's performance evaluations are satisfactory for two (2) of the three (3) years prior to layoff.
 - (1) "Satisfactory" with respect to an annual evaluation is when a majority of the faculty member's assigned duties are evaluated as at least "satisfactory" or "average."
 - (2) Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer or at least seven (7) days before the beginning of classes, whichever is sooner, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made.
 - (3) In the event an offer of re-employment is not accepted, the faculty member will receive no further consideration pursuant to this Article.
 - (4) The University will notify the local UFF Chapter when an offer of reemployment is issued.
- (b) A faculty member who held a tenured appointment on the date of termination by reason of layoff will resume the tenured appointment upon recall.
- (c) Upon re-employment/recall, the faculty member will receive the same credit for years of service for purposes of layoff as held on the date of layoff.
- (d) Upon re-employment/recall, the faculty member will receive salary at the prevailing wage rate for the position offered and accepted.
- (e) Employee Assistance Programs. Consistent with the University's Employee Assistance Program, faculty participating in an Employee Assistance Program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

14.6 Limitations. The provisions of sections 14.2 through 14.5 of this Agreement will not apply to those faculty described in sections 13.2(b) and (c), and 9.4(f).

ARTICLE 15 PROMOTION PROCEDURE

15.1 Policy.

- (a) Promotion decisions are not merely a totaling of a faculty member's annual performance evaluations. Rather, the University, through its faculty, professional employees, and administrators, assesses the faculty member's potential for growth and scholarly contribution as well as past meritorious performance.
- (b) Beginning with the second (2nd) year of employment, faculty eligible for consideration for promotion will be apprised of their progress toward promotion. The appraisal will be included as a separate section of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for promotion.
- (c) The faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal which were not resolved in the previous discussions with the evaluator.
- (d) The promotion appraisals are not binding on the University.

15.2 Criteria for Promotion.

- (a) Promotion decisions will be a result of meritorious performance and will be based upon established criteria specified in writing by the Board or the University.
- (b) All affected faculty will be given a copy of the criteria.
- (c) Promotion criteria will be available in the department/unit office and/or at the college/division level.

15.3 Modification of Criteria.

- (a) **Modifying Criteria.** The Board and the University may modify criteria for promotion so long as the UFF has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the University President or representative.
- (b) Changes in criteria will not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF and the University.
- (c) The date of adoption will be the date on which the changes are approved by the Chief Academic Officer.
- (d) Any proposal to develop or modify promotion criteria will be available for discussion by members of the affected departments/units before adoption.
- (e) The University is encouraged to review its promotion criteria at the University, college/division, or department/unit level to ensure that such criteria are consistent and that they comport with the mission of the University and its various academic units.
- (f) **Effect on Faculty.** The provisions of section 10.3(f) (Equitable Opportunity) are applicable to the modified criteria. If a faculty member makes application for promotion within three (3) years following the effective date of changes in promotion criteria, such faculty member will be evaluated under the previous criteria unless he or she has notified the University in writing at least thirty (30) days prior to commencement of the promotion review process of a choice to be evaluated under the new criteria.

15.4 Recommendations and Procedures

- (a) Recommendations for promotion will begin with the faculty member's supervisor and will be submitted to the appropriate officials for review.
- (b) Recommendations for promotion will include a copy of applicable promotion criteria, along with the faculty member's annual work assignments and evaluations. The reviewers at any stage in the review process may request to view any promotion appraisals.
- (c) Prior to the consideration of the faculty member's promotion, the faculty member will have the right to review the contents of the promotion file and may attach a brief response to any material therein.
- (d) It will be the responsibility of the faculty member to see that the file is complete.
- (e) The provisions of sections 12.2 through 12.7 of this Agreement will apply to the contents of the promotion file.
- (f) Evaluative materials or summaries thereof prepared by peer committees may be placed in the promotion file when signed by a representative of the committee.
- (g) If any material is added to the file after the commencement of consideration, a copy will be sent to the faculty member within five (5) days (by personal delivery or by mail, return receipt requested).
- (h) The faculty member may attach a brief response within five (5) days of his or her receipt of the added material. The file will not be forwarded until either the faculty member submits a response or until the second (2nd) five (5) day period expires, whichever comes first.
- (i) The only documents which may be considered in making a promotion recommendation are those contained or referenced in the promotion file or those required to verify or clarify statements in the promotion file.

15.5 Notice of Decision.

- (a) The faculty member will be notified in writing by the University within ten (10) days or as soon as possible thereafter of the decision with regard to promotion.
- (b) If the application for promotion is denied, the faculty member may request, in writing and within twenty (20) days of receipt of the denial, a written statement by the University of the reasons for the denial.
- (c) The written response will be provided by the University within thirty (30) days after the request.

ARTICLE 16 TENURE

16.1 Eligibility.

- (a) Faculty with the rank of Assistant Professor, Associate Professor, Professor, and other faculty the Board may designate, will be eligible for tenure, unless appointed pursuant to section 9.4(f).
- (b) The University may, by rule, make Assistant Professors ineligible for tenure. If the University explores this option, it will work through the system of shared governance. The UFF will be notified of any proposed rule and offered an opportunity to discuss

such rule in consultation with the President or representative, as provided under Article 2 (Consultation). If the University promulgates a rule that makes Assistant Professors ineligible for tenure, such rule will only apply to faculty hired after the effective date of this Agreement.

- (c) The Board may designate other positions as tenure-earning and will notify the faculty member of such status at the time of initial appointment.
- (d) Tenure will be in a department/unit.
- (e) Tenure will not extend to administrative appointments.

16.2 Tenure Decision.

- (a) A faculty member will normally be considered for tenure during the sixth (6th) year of continuous service in a tenure-earning position, including any prior service credit granted at the time of initial employment.
- (b) A faculty member may seek to be considered for tenure earlier than the sixth (6th) year of continuous service if University policy permits, and as long as the faculty member complies with University policy.
- (c) By the end of six (6) years of service at the University, a faculty member eligible for tenure will either be awarded tenure by the Board or given notice that further employment will not be offered.
- (d) Decision by the Board. The Board will award tenure. This decision will normally be made at the first Board meeting following the end of the Spring semester, but no later than the following meeting.
- (e) A faculty member being considered for tenure prior to the sixth (6th) year may withdraw from consideration on or before March 15 without prejudice.

16.3 Criteria for Tenure.

- (a) The decision to award tenure to a faculty member will be a result of meritorious performance and will be based on established criteria specified in writing by the Board and the University. The decision will take into account the following:
 - (1) annual performance evaluations;
 - (2) the needs of the department/unit, college/division, and University;
 - (3) the contributions of the faculty member to the faculty member's academic unit (program, department/unit, college/division); and
 - (4) the contributions the faculty member is expected to make to the institution.
- (b) The University will give a copy of the criteria for tenure to faculty eligible for tenure, and each such faculty member will be apprised in writing once each year of the faculty member's progress toward tenure. The appraisal will be included as a separate section of the annual evaluation and is intended to provide assistance and counseling to candidates to help them qualify themselves for tenure.
- (c) The tenure appraisals are not binding upon the University.
- (d) The faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal which were not resolved in previous discussions with the evaluator.
- (e) Tenure criteria will be available in the department/unit office and/or at the

college/division level.

16.4 Modification of Criteria.

- (a) Modifying criteria. The Board and the University may modify the criteria for tenure so long as the UFF has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the University President or representative.
- (b) Changes in criteria will not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF and the University.
- (c) The date of adoption will be the date on which the changes are approved by the Chief Academic Officer.
- (d) Any proposal to develop or modify tenure criteria will be available for discussion by members of the affected departments/units before adoption.
- (e) Effect on Faculty. The provisions of section 10.3(f) (Equitable Opportunity) are applicable to the modified criteria. Further, if a faculty member has at least three (3) years of tenure-earning credit as of the date on which the tenure criteria are adopted under section 16.4(a) through (d), above, the faculty member will be evaluated for tenure under the criteria as they existed prior to modification unless the faculty member has notified the University at least thirty (30) days prior to commencement of the tenure consideration that he or she has chosen to be evaluated under the newly-adopted criteria.

16.5 Recommendations and Procedures.

- (a) Recommendations for awarding tenure will be made by the faculty member's supervisor and will include a poll by secret ballot of the tenured members of the faculty member's department/unit.
- (b) The performance of a faculty member during the entire term of employment at the University will be considered in determining whether to grant tenure.
- (c) Recommendations regarding tenure will include a copy of the applicable tenure criteria, the faculty member's annual work assignments, annual evaluations, student evaluations, and, if the faculty member chooses, the faculty member's tenure appraisals. The reviewers at any stage in the review process may request to view any tenure appraisals.
- (d) Prior to the consideration of the faculty member's candidacy, the faculty member will have the right to review the contents of the tenure file and may attach a brief response to any materials therein.
- (e) Evaluative materials or summaries thereof prepared by peer committees may be placed in the tenure file when signed by a representative of the committee.
- (f) It is the responsibility of the faculty member to see that the file is complete.
- (g) The provisions of sections 12.2 through 12.7 of this Agreement will apply to the contents of the tenure file.
- (h) If any material is added to the file after the commencement of consideration, a copy will be sent to the faculty member within five (5) days (by personal delivery or by mail, return receipt requested).
- (i) The faculty member may attach a brief response within five (5) days of his or her receipt of the added material. The file will not be forwarded until either the faculty member submits a response or until the second five (5) day period expires, whichever

occurs first.

- (j) The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure file or those required to verify or clarify statements in the tenure file.

16.6 Notice of Decision.

- (a) The faculty member will be notified in writing by the University within ten (10) days or as soon as possible thereafter of the decision with regard to tenure.
- (b) If the application for tenure is denied, the faculty member may request, in writing and within twenty (20) days of the receipt of the denial, a written statement by the University of the reasons for the denial.
- (c) The written response will be provided by the University within thirty (30) days after the request.

16.7 Other Considerations.

- (a) During the period of tenure-earning service, the faculty member's employment will be governed by the provisions of Article 13 (Non-reappointment).
- (b) Part-time service of a faculty member employed at least one (1) semester in any twelve (12) month period will be accumulated. For example, two (2) semesters of half-time service will be considered one-half (1/2) year of service toward the period of tenure-earning service.
- (c) Where faculty members are credited with tenure-earning service at the time of initial appointment, all or a portion of such credit may be withdrawn once by the faculty member prior to formal application for tenure.

16.8 Transfer of Tenure. If transfer of tenure across State universities becomes possible, the University and the UFF will review options for such transfer during regular consultation as discussed in Article 2 (Consultation).

16.9 Tenure upon Appointment. Tenure may be granted to a faculty member by the Board at the time of initial appointment, upon recommendation of the appropriate administrator. The administrator will consider the recommendation of the department or equivalent unit prior to making his or her final tenure recommendation.

16.10 Leave. Authorized leaves of absence may, under the provisions of Article 19 (Leaves), be credited toward the period of tenure-earning service.

16.11 Termination/Layoff. Tenure guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause in accordance with the provisions of Article 17 (Disciplinary Action) or Article 18 (Job Abandonment), or layoff in accordance with the provisions of Article 14 (Layoff and Recall), but does not extend to administrative appointments.

ARTICLE 17 DISCIPLINARY ACTION

- 17.1 Policy.** The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action taken with just cause.
- (a) Just cause is defined as
 - (1) incompetence, or
 - (2) misconduct.
 - (b) A faculty member's activities which fall outside the scope of employment will constitute misconduct only if such activities adversely affect the legitimate interests of the University.
- 17.2 Progressive Discipline.** Both parties endorse the principle of progressive discipline as applied to professionals. When administering discipline, the University will consider the faculty member's disciplinary history, along with facts and circumstances of the faculty member's misconduct and /or job performance.
- 17.3 Notice of Intent to Suspend or Terminate.** When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative will provide the faculty member with a written Notice of Intent to Suspend or Terminate and the reasons therefor.
- (a) Notice of Intent to Suspend or Terminate will be sent by certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained.
 - (b) The faculty member will be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken.
 - (c) After the ten (10) day period, the President or representative may issue a Notice of Disciplinary Action.
 - (d) If the President or representative does not, within forty-five (45) days of the date of the Notice of Intent to Suspend or Terminate, either
 - (1) issue a Notice of Disciplinary Action or
 - (2) advise the faculty member that he or she will not be disciplined, the faculty member may request a decision of the President or representative. In response, the University may take the action specified in (1) or (2), above, or may request an extension of up to forty-five (45) days. The University will provide this response within three (3) days. Such extension will be granted by the UFF and additional extensions may be requested, if needed, and will be granted by the UFF.
 - (e) If the President or representative does not issue any Notice of Disciplinary Action, the Notice of Intent to Suspend or Terminate will not be retained in the faculty member's master evaluation file or personnel file.
 - (f) The faculty member has the right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action.
- 17.4 Notice of Discipline.**
- (a) All Notices of Disciplinary Action will include a statement of the reasons therefor and a statement that the action is subject to Article 22 (Grievance Procedure and Arbitration).
 - (b) All such notices will be sent by certified mail, return receipt requested, or delivered in person to the faculty member with written documentation of receipt obtained.

- 17.5 Termination.** A tenured appointment or any appointment of definite duration may be terminated during its term for just cause. A faculty member will be given written notice of termination at least six (6) months in advance of the effective date of such termination, except that in cases where the President or representative determines that a faculty member's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the faculty member or members of the University community, the President or representative may give less than six (6) months notice.
- 17.6 Disciplinary Action Other than Termination.** The University retains its right to impose disciplinary action other than termination for just cause, including but not limited to suspension with or without pay. Counseling, including recommendations for participation in an Employee Assistance Program, will not be considered disciplinary action.
- 17.7 Employee Assistance Program.** Neither the fact of a faculty member's participation in an employee assistance program, nor the information generated by participation in the program, will be used as a reason for discipline under this Article, except for information related to a faculty member's failure to participate in an employee assistance program consistent with the terms to which the faculty member and the University have agreed.
- 17.8 Grievability.** Disciplinary action may be grieved under the terms of Article 22 (Grievance Procedure and Arbitration) of this Agreement.

ARTICLE 18 JOB ABANDONMENT

18.1 Job Abandonment.

- (a) If a faculty member is absent without authorized leave for twelve (12) or more consecutive days, the faculty member will be considered to have abandoned the position and voluntarily resigned from the University.
- (b) Notwithstanding paragraph (a), above, if the faculty member's absence is for reasons beyond the faculty member's control and the faculty member notifies the University as soon as practicable, the faculty member will not be considered to have abandoned the position.

ARTICLE 19 LEAVES

- 19.1 Types of Leave.** The following is an index of types of leave available under this Agreement. This index is provided for informational purposes only, and is not grievable (not subject to Article 22, Grievance Procedure and Arbitration).

Administrative Leave

Section 19.11
Section 19.11(f)

Athletic Competition Leave	Section 19.11 (d)(3)
Annual Leave	Section 19.10
Civil Disorder/Disaster Leave	Section 19.11 (d)(2)
Compulsory Leave	Section 19.9(c)
Court Appearances	Section 19.11(a)
Emergency Closings	Section 19.11(e)
Family and Medical Leave (under the Family and Medical Leave Act)	Section 19.7
Florida Disaster Volunteer Leave	Section 19.11 (d)(1)
Holidays	Section 19.6
Job Related Illness/Injury, Workers' Compensation	Section 19.9(b)
Jury Duty	Section 19.11(a)
Leave Pending Investigation	Section 19.11(c)
Leave without Pay	Section 19.12
Military Leave	Section 19.11(b)
Parental Leave	Section 19.8
Service Connected Disability Leave	Section 19.11(d)(4)
Sick Leave	Section 19.9(a)
Workers' Compensation, Job Related Illness/Injury	Section 19.9(b)

19.2 Requests for a Leave or Extension of Leave of One (1) Semester or More.

- (a) For a leave of one (1) semester or more, a faculty member will make a written request not less than one hundred twenty (120) days prior to the beginning of the proposed leave, if practicable.
- (b) For an extension of a leave of one (1) semester or more, a faculty member will make a written request not less than sixty (60) days before the end of the leave, if practicable.
- (c) The President or representative will approve or deny such request, in writing, not later than thirty (30) days after receipt of the request.
- (d) An absence without approved leave or extension of leave will subject the faculty member to the provisions of Article 18 (Job Abandonment).

19.3 Return from Leave. A faculty member who returns from an approved leave of absence with or without pay will be returned to the same classification, unless the University and the faculty member agree in writing to other terms and conditions. The return from Family and Medical Leave (under the FMLA) will be in accordance with section 19.7.

19.4 Accrual during Leave with Pay. A faculty member will accrue normal leave credits while on compensated leave in full pay status or while participating in the sabbatical or professional development programs. If a faculty member is on compensated leave in less than full pay status for other than sabbatical or professional development programs, the faculty member will accrue leave in proportion to the pay status.

19.5 Tenure Status Credit during Periods of Leave. Semester(s) during which a faculty member is on compensated or uncompensated leave will not be creditable for the purpose of

determining eligibility for tenure, except by mutual agreement of the faculty member and the University. In deciding whether to credit such leave toward tenure eligibility, the President or representative will consider the duration of the leave, the relevance of the faculty member's activities while on such leave to the faculty member's professional development and to the faculty member's field of employment, the benefits, if any, which accrue to the University by virtue of placing the faculty member on such leave, and other appropriate factors.

19.6 Holidays.

- (a) A faculty member will be entitled to observe all official holidays designated in accordance with UWF/REG. 2.028. No classes will be scheduled on holidays. Classes not held because of a holiday will not be rescheduled.
- (b) Supervisors are encouraged not to require a faculty member to perform duties on holidays; however, a faculty member required to perform duties on holidays will have his or her schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.
- (c) If a faculty member who has performed duties on a holiday terminates employment prior to being given time off, then he or she will be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

19.7 Family and Medical Leave Act (FMLA) Entitlements.

- (a) The Family and Medical Leave Act of 1993 (hereafter "FMLA") is the common name for the Federal law providing eligible faculty members (whether salaried or paid from Other Personal Services (OPS) funds) an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a one (1) year period. This Act entitles the faculty member to take leave without pay; where University policies permit, faculty may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement will in no way constitute a waiver of any rights or benefits conferred to the University or the faculty member through the FMLA.
- (b) The faculty member must make a request for FMLA leave in writing thirty (30) days in advance, where it is foreseeable, or as soon as practicable, if the condition is not foreseeable.
- (c) Accounting for the Use of FMLA Leave in a Twelve (12)-Month Period.
 - (1) For purposes of this section, the fiscal year (July 1 – June 30) will be the designated twelve (12)-month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave.
 - (2) An eligible faculty member's entitlement to FMLA leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.
- (d) Use and Approval of FMLA Leave.
 - (1) The University will approve FMLA leave for an eligible faculty member as long as the reasons for absence qualify under the FMLA and the faculty member has not exhausted his or her four hundred and eighty (480) hours within the appropriate

twelve (12) month period.

- (2) The faculty member may request FMLA leave as accrued sick and/or annual leave, leave without pay, or a combination thereof.
 - (3) The University may require that the faculty member use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 work weeks) of FMLA leave. Requiring the use of paid leave will be applied consistently and may not be used merely to exhaust the faculty member's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in section 19.12(e).
 - (4) Faculty members on approved FMLA leave may not be employed elsewhere without the prior written approval of the University.
- (e) Medical Certification.
- (1) The University may require a faculty member to provide medical certification from a health care provider for FMLA leave when taken for the serious health condition of the faculty member or the faculty member's family member.
 - (2) Medical certification may be required to affirm the faculty member's ability to return to work and perform one (1) or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA) after being absent on FMLA leave.
- (f) Return to Position. Upon return from FMLA leave, the faculty member will be returned to the same or equivalent position in the same class and work location, including an equivalent schedule, unless the University and the faculty member agree in writing to other conditions and terms under which such leave is to be granted.
- (g) Continuation of Benefits. The use of FMLA leave by eligible faculty members will neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.
- (h) If any provision of section 19.7 (FMLA) is inconsistent with or in contravention of the Family and Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision will be superseded by the laws or regulations referenced above, except to the extent that the Collective Bargaining Agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible faculty member.

19.8 Parental Leave.

- (a) A faculty member will be granted a parental leave not to exceed six (6) months when the faculty member becomes a biological parent or a child is placed in the faculty member's home pending adoption; foster care is not covered under parental leave, but is provided through the FMLA provisions in accordance with section 19.7.
- (b) If a faculty member plans to use a combination of accrued leave and leave without pay, such request will include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay will be in accordance with section 19.12.
- (c) A salaried faculty member is entitled to a Parental Leave for up to six (6) months for a

birth or adoption of the faculty member's child. If an eligible faculty member elects to take Parental Leave, up to four hundred and eighty (480) hours of such leave may be counted against that faculty member's FMLA entitlement.

- (d) The period of Parental Leave will begin no more than two (2) weeks before the expected date of the child's arrival.
 - (1) The President or representative will acknowledge to the faculty member in writing the period of leave to be granted, that such leave counts against the faculty member's unused FMLA entitlements in accordance with section 19.7 of this Agreement, and the date of return to employment.
 - (2) At the end of the approved parental leave and at the faculty member's request, the President or representative will grant part-time leave without pay for a period not to exceed one (1) year, unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University.
 - (3) Any illness caused or contributed to by pregnancy will be treated as a temporary disability and the faculty member will be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.
- (e) Upon agreement between the faculty member and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's child or placement of a child with the faculty member for adoption in accordance with section 19.7. However, such intermittent leave will be counted against the faculty member's FMLA entitlement.

19.9 Leaves Due to Illness/Injury. Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow a faculty member to fully and properly perform the duties of his or her position. When a faculty member's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 will apply.

- (a) Sick Leave.
 - (1) Accrual of Sick Leave.
 - a. A full-time faculty member will accrue sick leave at the rate of four (4) hours biweekly, or 8.667 hours per month, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.
 - b. A part-time faculty member will accrue sick leave at a rate directly proportionate to the percent of time employed.
 - c. A faculty member appointed under Other Personal Services (OPS) funding will not accrue sick leave.
 - (2) Uses of Sick Leave.
 - a. Sick leave will be accrued before being taken, provided that a faculty member who participates in a sick leave pool will not be prohibited from using sick leave otherwise available to the faculty member through the sick leave pool.
 - b. Sick leave will be authorized for the following:
 - 1. The faculty member's personal illness or injury, or exposure to a contagious disease which would endanger others.

2. The faculty member's personal appointments with a health care provider.
 3. The illness or injury of a member of the faculty member's immediate family, in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family will not be unreasonably withheld. "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the faculty member and the spouse, and dependents living in the household.
 4. The death of a member of the faculty member's immediate family (as defined in 19.9(a)(2)b.3, above), in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the faculty member's family will not be unreasonably withheld.
- c. A continuous period of sick leave commences with the first (1st) day of absence and includes all subsequent days until the faculty member returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the University will not be counted unless the faculty member is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any faculty member will be five (5).
 - d. A faculty member who requires the use of sick leave should notify the supervisor as soon as practicable.
 - e. A faculty member who becomes eligible for the use of sick leave while on approved annual leave will, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.
- (3) Certification. If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require the faculty member to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the faculty member's ability to return to work. If the medical certification furnished by the faculty member is not acceptable, the faculty member may be required to submit to a medical examination by a health care provider who is not a University staff member, which will be paid for by the University. If the medical certification indicates that the faculty member is unable to perform assigned duties, the President or representative may place the faculty member on compulsory leave under the conditions set forth in section 19.9(c).
 - (4) A faculty member on approved sick leave may not be employed elsewhere.
 - (5) If a faculty member with less than ten (10) years of University service, as counted by the Florida Retirement System, is laid off and re-employed by the University within one hundred (100) days, the full balance of accrued sick leave will accompany re-employment.
 - (6) The transfer of unused sick leave from a local government position to a University faculty position is not permitted unless a reciprocal agreement in writing between the Board and the previous employing entity is in effect.

(7) Payment for Unused Sick Leave.

- a. A faculty member with less than ten (10) years of University service, as counted by the Florida Retirement System, who separates from the University will not be paid for any unused sick leave.
- b. A faculty member who has completed ten (10) or more years of University service, as counted by the Florida Retirement System, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from the University because of retirement for other than disability reasons, termination, or death, will be compensated at the faculty member's current regular hourly rate of pay for one-eighth (1/8) of all unused sick leave accrued prior to October 1, 1973, plus one-fourth (1/4) of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth (1/4) of the unused sick leave since 1973 does not exceed four hundred and eighty (480) hours.
- c. If a faculty member has received a lump sum payment for accrued sick leave, as in b., above, he or she may elect in writing, upon reemployment within one hundred (100) days, to restore his or her accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.
- d. Upon layoff, a faculty member with ten (10) or more years of University service, as counted by the Florida Retirement System, will be paid for unused sick leave as described in paragraph b., above. The faculty member may request in writing that unused sick leave be retained pending re-employment. For a faculty member who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave will be restored to the faculty member, provided he or she requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. A faculty member who is not re-employed within twelve (12) calendar months following layoff will be paid for sick leave in accordance with section 110.122, Florida Statutes.
- e. All payments for unused sick leave authorized by section 110.122, Florida Statutes, will be made in lump sum and will not be used in determining the average final compensation of a faculty member in any State administered retirement system. A faculty member will not be carried on the payroll beyond the last official day of employment, except that a faculty member who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.
- f. In the event of the death of a faculty member, payment for unused sick leave at the time of death will be made to the faculty member's beneficiary, if a beneficiary has been named for the faculty member's retirement account; the faculty member's estate, if a beneficiary as not been named; or as required by law.

(b) Job-Related Illness/Injury.

- (1) A faculty member who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law will be carried in full pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently, without being required to use accrued sick or annual leave.
 - (2) If, as a result of the job-related illness/injury, the faculty member is unable to resume work at the end of the period provided in paragraph (1), above:
 - a. The faculty member may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case will the faculty member's salary and Workers' Compensation benefits exceed the amount of the faculty member's regular salary payments; or
 - b. The faculty member will be placed on leave without pay and will receive normal Workers' Compensation benefits if
 1. the faculty member has exhausted all accrued leave in accordance with paragraph (b)(2)a., above, or
 2. the faculty member elects not to use accrued leave.
 - (3) This period of leave with or without pay will be in accordance with Chapter 440 (Workers' Compensation), Florida Statutes.
 - (4) If, at the end of the leave period, the faculty member is unable to return to work and perform assigned duties, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process. The President or representative may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Workers' Compensation), Florida Statutes, and taking the University's needs into account:
 - a. offer the faculty member part-time employment;
 - b. place the faculty member in leave without pay status or extend such status;
 - c. request the faculty member's resignation; or
 - d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.
- (c) Compulsory Leave.
- (1) Placing Faculty on Compulsory Leave.
 - a. If a faculty member is unable to perform assigned duties due to illness/injury or may pose a health risk to the University community, the President or representative may require the faculty member to submit to a medical examination, the results of which will be released to the University, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the faculty member, who is acceptable to the President or representative. Such health care provider will submit the appropriate medical certification(s) to the University.
 - b. If the University agrees to accept the faculty member's choice of a health care provider, the University may not then require another University-paid examination.

- c. If the medical examination confirms that the faculty member is unable to perform assigned duties, the President or representative will place the faculty member on compulsory leave.
- (2) Conditions of Compulsory Leave.
- a. Written notification to the faculty member placing him or her on compulsory leave will include the duration of the compulsory leave period and the conditions under which the faculty member may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.
 - b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave will be in accordance with section 19.12(e).
 - c. If the faculty member fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the he or she is able to perform assigned duties, the President or representative will return the faculty member to his or her previous duties, if possible, or to equivalent duties.
 - d. During the course of the compulsory leave, the faculty member will authorize the physician to report to the President or representative to ensure that the conditions of the leave are being met and to review the conditions and terms of the leave outlined in the medical certification before the faculty member returns to full-time employment.
- (3) Duration. Compulsory leave, with or without pay, will be for a period not to exceed the duration of the illness/injury or one (1) year, whichever is less.
- (4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the faculty member fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:
- a. offer the faculty member part-time employment;
 - b. place the faculty member in leave without pay status in accordance with section 19.12 or extend such status;
 - c. request the faculty member's resignation; or
 - d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

19.10 Annual Leave

(a) Accrual of Annual Leave.

- (1) Full-time faculty appointed for more than nine (9) months, except faculty on academic year appointments, will accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full pay period for full-time employees). The hours accrued will be credited at the conclusion of each

pay period or, upon termination, at the effective date of termination. Faculty may accrue annual leave in excess of the year end maximum during a calendar year. Faculty with accrued annual leave in excess of the year end maximum as of December 31, will have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

- (2) Part-time faculty appointed for more than nine (9) months, except faculty on academic year appointments, will accrue annual leave at a rate directly proportionate to the percent of time employed.
 - (3) Academic year faculty and faculty appointed for less than nine (9) months will not accrue annual leave.
- (b) Use of Annual Leave.
- (1) Annual leave will be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave.
 - (2) When leave has been advanced and employment is terminated prior to the faculty member accruing sufficient annual leave to credit against the leave that was advanced, the University will deduct from the faculty member's pay, the cost of any annual leave advanced under this provision.
 - (3) All requests for annual leave will be submitted by the faculty member to the supervisor as far in advance as possible and appropriate.
 - (4) Approval of the dates on which a faculty member wishes to take annual leave will be at the discretion of the supervisor and will be subject to the consideration of departmental/unit and organizational scheduling.
 - (5) When an annual leave accruing faculty member moves to another position in the University, the transfer of leave will be governed by the rules of the plan to which the faculty member is transferring. Should all unused leave not be transferable, up to forty-four (44) days (352 hours) of the remaining balance will be paid in lump sum.
 - (6) The transfer of unused annual leave from a local government position to an annual leave accruing position within the University is not permitted unless a reciprocal agreement in writing between the Board and the previous employing entity is in effect.
- (c) Payment for Unused Annual Leave.
- (1) Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, and unless the faculty member requests the option in (2), below, the University will pay the faculty member for up to forty-four (44) days (352 hours) of unused annual leave at the calendar year rate the faculty member was accruing as of the faculty member's last day of work, provided that a determination has been made by the President or representative that the faculty member was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year contract. The faculty member will forfeit all unused annual leave in excess of forty-four (44) days (352 hours).
 - (2) Upon transfer from an annual leave accruing contract to an academic year contract, the faculty member may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the faculty member transfers back to an annual leave accruing contract or terminates employment with the University. Upon such

termination or at the end of two (2) years, whichever comes first, the unused leave balance will be paid in lump sum for up to forty-four (44) days (352 hours) at the annual rate the faculty member was accruing as of his or her last day of work on an annual leave accruing contract.

- (3) If a faculty member has received a lump sum payment for accrued annual leave, under (1) or (2), above, the faculty member may elect in writing, upon re-employment on an annual leave accruing contract within 100 days, to restore the faculty member's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.
- (4) Upon layoff, a faculty member will be paid for up to forty-four (44) days (352 hours) of unused annual leave in lump sum. The faculty member may request in writing that annual leave credits be retained pending reemployment. For faculty who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave will be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Faculty who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment will be paid for up to forty-four (44) days (352 hours) of unused annual leave at the calendar rate the faculty member was accruing as of his or her last day of work.
- (5) In the event of the death of a faculty member, payment for all unused annual leave at the time of death, up to forty-four (44) days (352 hours), will be made to the faculty member's beneficiary, if a beneficiary has been named for the faculty member's retirement account, the faculty member's estate, if a beneficiary has not been named, or as required by law.

19.11 Administrative Leaves.

(a) Jury Duty and Court Appearances.

- (1) A faculty member who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the faculty member's personal interests will be granted leave with pay and any jury or witness fees will be retained by the faculty member; leave granted hereunder will not affect a faculty member's annual or sick leave balance.
- (2) An appearance as an expert witness for which a faculty member receives professional compensation falls under Article 21 (Conflict of Interest/Outside Activity) and the University's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the faculty member requesting annual leave or, if a non-annual leave accruing faculty member, may necessitate the faculty member seeking an adjustment of the work schedule.
- (3) If a faculty member is required, as a direct result of his or her employment, to appear as an official witness to testify in the course of any action as defined in section 92.142(2), Florida Statutes, such duty will be considered a part of the faculty member's job assignment, and the faculty member will be paid per diem and travel

expenses and will turn over to the University any fees received.

- (4) A faculty member involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing faculty member, must seek an adjustment to the work schedule.

(b) Military Leave.

- (1) Short-term Military Training. A faculty member who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the faculty member's official orders or appropriate military certification, will be granted leave with pay during periods in which he or she is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay will not exceed seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).

- (2) National Guard State Service. A faculty member who is a member of the Florida National Guard will be granted leave with pay on all days when ordered to active service by the State. Such leave with pay will not exceed thirty (30) days at any one time.

- (3) Other Military Leave.

- a. A faculty member, except a faculty member who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) will be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in sections 115.08 and 115.09, Florida Statutes.

- b. Such leave of absence will be verified by official orders or appropriate military certification. The first thirty (30) days of such leave will be with full pay and will not affect a faculty member's annual or sick leave balance. The remainder of military leave will be without pay unless the faculty member elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the University exercises its option under section 115.14, Florida Statutes, to supplement the faculty member's military pay. Leave payment for the first thirty (30) days will be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

- c. Applicable provisions of Federal and State law will govern the granting of military leave and the faculty member's re-employment rights.

- d. Use of accrued leave is authorized during a military leave without pay in accordance with section 19.12.

- (c) Leave Pending Investigation. When the President or representative has reason to believe that the faculty member's presence on the job will adversely affect the operation of the University, the President or representative may immediately place the faculty member on leave pending investigation of the event(s) leading to that belief. The leave pending investigation will commence immediately upon the President or representative providing the faculty member with a written notice of the reasons therefor. The leave

- will be with pay, with no reduction of accrued leave.
- (d) Other Leaves Provided not Affecting Accrued Leave Balances. A faculty member may be granted other leaves not affecting accrued leave balances which are provided as follows:
- (1) Florida Disaster Volunteer Leave is provided by section 110.120, Florida Statutes, for a faculty member who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the faculty member's supervisor's approval. Leave granted under this Act will be only for services related to a disaster occurring within the boundaries of the State of Florida.
 - (2) Civil disorder or disaster leave is provided for a faculty member who is a member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including a faculty member who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or representative and will not exceed two (2) days on any one (1) occasion.
 - (3) Athletic competition leave is provided by section 110.118, Florida Statutes, for a faculty member who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances will be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed thirty (30) days in a calendar year.
 - (4) Leave for re-examination or treatment with respect to service-connected disability is provided by section 110.119, Florida Statutes, for a faculty member who has such rating by the United States Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the faculty member's leave balances will be approved and will not exceed six (6) calendar days in any calendar year.
- (e) Official Emergency Closings. The President or President's representative may close the University, or portions of the University, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or representative will determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing will not reduce faculty members' leave balances.
- (f) Administrative Leave. If deemed to be in the best interest of the University, a faculty member may be placed on administrative leave with or without pay.

19.12 Leave without Pay.

- (a) Granting. Upon request of a faculty member, the President or representative will grant a leave without pay for a period not to exceed one (1) year unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.
- (b) Salary Adjustment. The salary of a faculty member returning from uncompensated leave will be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, a faculty member will be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.
- (c) Retirement Credit. Retirement credit for such periods of leave without pay will be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.
- (d) Accrual of Leave/Holiday Pay. While on leave without pay, the faculty member will retain accumulated sick leave and annual leave, but will not accrue sick leave or annual leave nor be entitled to holiday pay.
- (e) Use of Accrued Leave during an Approved Period of Leave without Pay.
 - (1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:
 - a. Notwithstanding the provisions of section 19.9(a)(2) regarding the use of sick leave, a faculty member may use any type of accrued leave in an amount necessary to cover the faculty member's contribution to the State insurance program and other expenses incurred by the faculty member during an approved period of leave without pay for parental, foster care, medical, or military reasons.
 - b. Normally the use of accrued leave during a period of leave without pay for medical reasons will be approved for up to six (6) months, but may be approved for up to one (1) year for the serious health condition of the faculty member or a member of the faculty member's immediate family.
 - c. The employer contribution to the State insurance program will continue for the corresponding payroll periods.
 - (2) A faculty member's request for the use of accrued leave during a period of leave without pay will be made at the time of the faculty member's request for the leave without pay. Such request will include the amount of accrued leave the faculty member wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the faculty member to reconsider the combination of leave with and without pay, the faculty member may request approval of revisions to the original approval. Such revisions will only apply prospectively to the leave remaining.

ARTICLE 20
INVENTIONS AND WORKS

20.1 University Authority and Responsibilities. Section 1004.23, Florida Statutes, authorizes

each University to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules and procedures will be consistent with the terms of this Article.

20.2 Definitions. The following definitions will apply in Article 20:

- (a) A “work” includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional technology material, as defined in section 10.9(a), Instructional Technology, is included in the definition.
- (b) An “invention” includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material, as defined in section 10.9(a), Instructional Technology, is included in this definition.
- (c) “Instructional technology material” is defined in section 10.9(a), Instructional Technology.
- (d) “University support” includes the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

20.3 Works.

- (a) Independent Efforts. A work made in the course of independent efforts is the property of the faculty member, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this section, the term “independent efforts” means that:
 - (1) the ideas came from the faculty member;
 - (2) the work was not made with the use of University support; and
 - (3) the University is not held responsible for any opinions expressed in the work.
- (b) University Supported Efforts.
 - (1) If the work was not made in the course of independent efforts, the work is the property of the University and the faculty member will share in the proceeds therefrom.
 - (2) Exceptions. The University will not assert rights to the following works:
 - a. those works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, or electronic media; and
 - b. works developed without the use of appreciable University support and used solely for the purpose of assisting or enhancing the faculty member’s instructional assignment.
- (c) Disclosure.
 - (1) Upon the creation of a work and prior to any publication, the faculty member will disclose to the President or representative any work made in the course of

University supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of section 20.3(b)(2)a., above, faculty need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.

- (2) The President or representative will assess the relative equities of the faculty member and the University in the work.
- (3) Within sixty (60) days after such disclosure, the President or representative will inform the faculty member whether the University seeks an interest in the work, and a written agreement will thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the faculty member and the allocation of proceeds resulting from such work. Creation, use, and revision of such works will also be the subject of the written agreement between the faculty member and University, as well as provisions relating to the use or revision of such works by persons other than the creator. The faculty member will assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these works in which the University has an interest. All such agreements will comport with and satisfy any pre-existing commitments to outside sponsoring contractors.
- (4) The faculty member and the University will not commit any act which would tend to defeat the University's or the faculty member's interest in the work and will take any necessary steps to protect such interests.

20.4 Inventions.

(a) Disclosure/University Review.

- (1) A faculty member will fully and completely disclose to the President or representative all inventions which the faculty member develops or discovers while employed by the University, together with an outline of the project and the conditions under which it was done. With respect to inventions made during the course of approved outside employment, the faculty member may delay such disclosure, when necessary to protect the outside employer's interests, until the decision has been made by the outside employer whether to seek a patent.
- (2) If the University wishes to assert its interest in the invention, the President or representative will inform the faculty member within one hundred twenty (120) days of the faculty member's disclosure to the President or representative.
- (3) The President or representative will conduct an investigation which will assess the relative equities of the faculty member and the University in the invention, and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.
- (4) The President or representative will inform the faculty member of the University's decision regarding the University's interest in the invention within a reasonable time, not to exceed one hundred thirty-five (135) days from the date of the disclosure to the President or representative.
- (5) The division, between the University and the faculty member, of proceeds generated

by the licensing or assignment of an invention will be negotiated and reflected in a written contract between the University and the faculty member. All such agreements will comport with and satisfy any pre-existing commitments to outside sponsoring contractors.

- (6) The faculty member will not commit any act which would tend to defeat the University's interest in the matter, and the University will take any necessary steps to protect such interest.
- (b) Independent Efforts. All inventions made outside the field or discipline in which the faculty member is employed by the University and for which no University support has been used are the property of the faculty member, who has the right to determine the disposition of such work and revenue derived from such work. The faculty member and the President or representative may agree that the patent for such invention be pursued by the University and the proceeds shared.
- (c) University Supported Efforts. An invention which is made in the field or discipline in which the faculty member is employed by the University, or by using University support, is the property of the University and the faculty member will share in the proceeds therefrom.
- (d) Release of Rights.
 - (1) In the event a sponsored research contractor has been offered the option to apply for the patent in an invention or other rights in an invention, the University will use its good offices in an effort to obtain the contractor's decision regarding the exercise of such rights within one hundred twenty (120) days.
 - (2) At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or representative may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the faculty member in such case, the University will transfer the invention rights to the faculty member, in which case the invention will be the faculty member's property and none of the costs incurred by the University or on its behalf will be assessed against the faculty member.
 - (3) All assignments or releases of inventions, including patent rights, by the President or representative to the faculty member will contain the provision that such invention, if patented by the faculty member, will be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by the University.
- (e) University Policy.
 - (1) The University will have a policy addressing the division of proceeds between the faculty member and the University.
 - (2) Such policy will be the subject of consultation meetings pursuant to section 2.1 (Consultation with President).
- (f) Execution of Documents. The University and the faculty member will sign an agreement individually recognizing the terms of this Article.

20.5 Outside Activity.

- (a) Although a faculty member may, in accordance with Article 21 (Conflict of Interest/Outside Activity), engage in outside activity, including employment, pursuant to a consulting agreement, requirements that a faculty member waive the faculty member's or University's rights to any work or inventions which arise during the course of such outside activity must be approved by the President or representative.
- (b) A faculty member who proposes to engage in such outside activity will furnish a copy of this Article and the University's patents policy to the outside employer prior to or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

ARTICLE 21

CONFLICT OF INTEREST / OUTSIDE ACTIVITY

21.1 Policy.

- (a) A faculty member is bound to observe, in all official acts, the highest standards of ethics consistent with the code of ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the advisory opinions rendered with respect thereto, Board of Governors' rules, and University rules. Other provisions of State law govern obligations and responsibilities of faculty members who receive State compensation in addition to their annual salary.
- (b) Nothing in this Article is intended to discourage a faculty member from engaging in outside activity in order to increase the faculty member's professional reputation, service to the community, or income, subject to the conditions stated herein.

21.2 Definitions.

- (a) "Outside activity" will mean any private practice, private consulting, additional teaching or research, or other activity, compensated or uncompensated, which is not part of the faculty member's assigned duties and for which the University has provided no compensation.
- (b) "Conflict of interest" will mean
 - (1) any conflict between the private interests of the faculty member and the public interests of the University, the Board of Trustees, or the State of Florida, including conflicts of interest specified under Florida Statutes; or
 - (2) any activity which interferes with the full performance of the faculty member's professional or institutional responsibilities or obligations.

21.3 Conflicts of Interest Prohibited. Conflicts of interest, including those arising from University or outside activities, are prohibited. Faculty are responsible for resolving such conflicts of interest, working in conjunction with their supervisor and other University officials.

21.4 Report of Outside Activity.

- (a) A faculty member who proposes to engage in any outside activity which the faculty

member should reasonably conclude may create a conflict of interest, or in any outside compensated professional activity, will report to his or her supervisor, in writing, the details of such proposed activity prior to engaging therein.

- (b) The report, as described in section 21.4(a) will include, where applicable, the name of the employer or other recipient of services; the funding source; the location where such activity will be performed; the nature and extent of the activity; and any intended use of University facilities, equipment, or services.
- (c) A new report will be submitted for outside activity previously reported at:
 - (1) the beginning of each academic year for outside activity of a continuing nature; and
 - (2) such time as there is a significant change in an activity (nature, extent, funding, etc.).
- (d) The reporting provisions of this section will not apply to activities performed wholly during a period in which the faculty member has no appointment with the University.
- (e) Any outside activity which falls under the provisions of this Article and in which the faculty member is currently engaged but has not previously reported, will be reported within sixty (60) days of the execution of this Agreement and will conform to the provisions of this Article.

21.5 Expedited Grievance Procedure.

- (a) In the event the proposed outside activity is determined to constitute a conflict of interest, and the faculty member disagrees with that determination, the faculty member may file a grievance under the expedited grievance procedure contained in Article 22 (Grievance Procedure and Arbitration), section 22.16.
- (b) The faculty member may engage in such outside activity pending a resolution of the matter pursuant to section 21.5(a).
- (c) If the resolution of the matter is that there is a conflict of interest, the faculty member will cease such activity immediately and may be required to turn over to the University all or part of compensation earned therefrom.

21.6 Use of University Resources. A faculty member engaging in any outside activity will not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the President or representative. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

21.7 No University Affiliation. A faculty member engaging in outside activity will take reasonable precautions to ensure that the outside employer or other recipient of services understands that the faculty member is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

ARTICLE 22 GRIEVANCE PROCEDURE AND ARBITRATION

22.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communication between administrators and faculty so that resort to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth will be the sole and exclusive method for resolving the grievances of faculty as defined herein.

The University of West Florida and the UFF recognize the benefits of having grievances resolved in a way that ensures a timely and equitable outcome based on good faith efforts on the part of both parties. The notion of a timely resolution implies that at the first and every level of the process, both parties establish resolution of the grievance as the highest priority. The notion of an equitable outcome implies that both parties commit to a sustained and in-depth analysis of the dispute and associated evidence and documentation. The parties agree that a joint statement from both parties narrowing the issues is advisable wherever possible. Both parties acknowledge the benefits of having early and equitable resolution of disputed issues.

22.2 Resort to Other Procedures.

- (a) It is the intent of the parties to provide in this Article a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process.
- (b) Except as noted below, if prior to seeking resolution of a dispute by filing a grievance according to this Article or while the grievance proceeding is in progress, a faculty member requests, in writing, resolution of the matter in another forum, whether administrative or judicial, the University will have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure.
- (c) As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. §2000e et seq.
- (d) Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure will not be an act or omission giving rise to a grievance under this procedure.

22.3 Representation.

- (a) The UFF will have the exclusive right to represent any faculty member in a grievance filed under this Agreement, unless the faculty member elects self-representation or to be represented by legal counsel. (NOTE: If the grievant elects to be represented by counsel, it is likely that the University will also elect to have counsel present.)
- (b) If a faculty member elects not to be represented by the UFF, the University will promptly inform the UFF grievance representative in writing of the grievance.

- (c) No resolution of any individually processed grievance will be inconsistent with the terms of this Agreement and for this purpose the UFF will have the right to have an observer present at all meetings called for the purpose of discussing such grievance and will be sent copies of all decisions at the same time as they are sent to the other parties.

22.4 Definitions and Forms. As used herein:

- (a) The term “grievance” will mean a dispute filed on a form referenced in section 22.4(d) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of the Agreement.
- (b) The term “grievant” will mean the UFF, a faculty member, or a group of faculty members when a grievance has been filed in a dispute over a provision of this Agreement. A grievance filed by the UFF which alleges a violation of its rights by the University will be initiated at Step 2.
- (c) The parties may agree to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one Appendix “C,” “D,” or “E,” as appropriate, may be attached, bearing the signatures of the grievants.
- (d) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendices “C,” “D,” or “E,” as appropriate, and will be signed by the grievant. The aforementioned grievance forms, as well as Appendix “H,” may be filed by means of personal delivery, fax, United States mail, or any other recognized means of delivery EXCEPT electronic mail.

22.5 Grievance Procedure.

- (a) This grievance procedure will be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Consequently, the filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters.
- (b) Filing Grievance Forms.
 - (1) A grievance will be filed with the Provost or representative at Step 1, or in the case of a grievance initiated at Step 2, with the President or representative.
 - (2) The grievant may amend the Appendix “C” form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.
 - (3) Only those acts or omissions and sections of the Agreement identified at the initial filing, or the initial filing as amended, may be considered at subsequent steps.(4)
- (c) Time Limits
 - (1) The grievance will be filed within thirty (30) days following the act or omission complained of, or the date on which the grievant knew or reasonably should have known of such act or omission, if that date is later.
 - (2) Thirty (30) days will be determined by a date stamp affixed by the office receiving the grievance, if hand delivered; or by the date recorded on the fax by the recipient’s

fax machine, if filed by fax; or by the postmark, if the grievance is mailed. The office receiving the grievance will send a copy of the date stamped document to the grievant or the grievant's representative within three (3) working days.

- (3) If there is difficulty in meeting the time limit, the UFF representative may sign the grievance form for the grievant; however, the grievant's signature will be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2.
 - (4) A faculty member may seek redress of alleged salary discrimination by filing a grievance under the provisions of this Article. An act or omission giving rise to such a grievance may be the faculty member's receipt of his or her pay or pay notification for the first full pay period in which the salary increases referenced in Article 25 (Salaries) are reflected.
 - (5) Time limits contained in this Article may only be extended by mutual agreement, in writing, of the University and the UFF. Likewise, steps in the grievance procedure may be waived by mutual agreement, in writing, of both parties.
 - (6) Time periods between semesters, when regular classes are not scheduled to be held, will not be counted toward time limits for the initial filing of a grievance or for grievance processing. The suspense period will begin at the end of the last day of the final exam period and will end on the first day of regularly scheduled classes. The parties may, by mutual agreement, continue processing a previously filed grievance during a suspense period.
 - (7) Upon the failure of the University to provide a decision within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to the next step.
 - (8) Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance will be deemed to have been resolved by the decision at the prior step.
- (d) Postponement Seeking Informal Resolution.
- (1) The grievant may, in the written grievance at the initial filing (Step 1 or Step 2), request the postponement of any action in processing the grievance formally for a period of up to thirty (30) days. The initial request will be granted. During this period efforts to resolve the grievance informally will be made.
 - (2) Upon the grievant's written request, additional extensions should be granted, unless to do so would impede resolution of the grievance.
 - (3) Upon request, the Provost or designee may, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. If the grievance is initially filed at Step 2, the President or representative will meet informally with the UFF, if the UFF so requests, during the postponement period.
 - (4) The grievant will have the right to representation by the UFF during attempts at informal resolution of the grievance.
 - (5) The grievant may, at any time, terminate the postponement period by giving written notice to the Provost or representative (if the grievance is initially filed at Step 1) or the President or representative (if the grievance is initially filed at Step 2) that the grievant wishes to proceed with the Step 1 meeting (or Step 2 meeting for grievances initially filed at Step 2).

- (6) If the grievance is resolved informally during the postponement period or any extensions thereof, the grievance is deemed to be immediately withdrawn. The grievant or the grievant's representative will notify the Provost's office or the President's office, as appropriate, in writing that the grievance is withdrawn within three (3) working days.
 - (7) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in section 22.16, the postponement period will be no more than seven (7) days unless the faculty member and the University agree otherwise.
- (e) Step 1
- (1) Meeting.
 - a. The Provost or representative and the grievant and the grievant's representative will meet no later than thirty (30) days following (a) receipt of the grievance if no postponement is requested, (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting, if a postponement was requested, or (c) expiration of the postponement period or any extensions thereof without withdrawal of the grievance.
 - b. In advance of the Step 1 meeting, the grievant will have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.
 - c. At the Step 1 meeting, the grievant will have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to section 22.3) and the Provost or representative will discuss the grievance.
 - (2) Decision.
 - a. The Provost or representative will issue a written decision, stating the reasons for the decision, within thirty (30) days following the conclusion of the final meeting. The Provost will distribute the written decision to the grievant, the grievant's representative, and all parties required to take action as a result of the decision.
 - b. Thirty (30) days will be determined by a date stamp affixed by the office receiving the written decision, if the decision is hand delivered, or the postmark, if the decision is mailed.
 - c. The grievant, if self-represented, or the grievant's Step 1 representative will send a copy of the date stamped document to the Provost or representative within three (3) working days.
 - d. All documents referred to in the decision and any additional documents presented by the grievant will be attached to the decision, together with a list of these documents.
 - e. A copy of the decision will be sent to the UFF if the grievant elected self-representation or representation by legal counsel.
- (f) Step 2. Step 2 involves a review of Step 1 decisions, as well as those disputes that have been filed directly with the President by the UFF.
- (1) Initial Meeting for Grievances Initially Filed at Step 2.
 - a. The President or representative and the UFF will meet no later than thirty (30) days following (a) receipt of the grievance if no postponement is requested, (b)

receipt of written notice that the UFF wishes to proceed with the Step 2 meeting, if a postponement was requested, or (c) expiration of the postponement period or any extensions thereof without withdrawal of the grievance.

- b. In advance of the Step 2 meeting, the UFF will have the right, on written request, to a copy of any identifiable documents relevant to the grievance.
- c. At the Step 2 meeting, the UFF will have the right to present any evidence in support of the grievance, and the UFF and the President or representative will discuss the grievance.

(2) Review of Step 1 Decision, for Grievances Initially Filed at Step 1.

- a. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the President within thirty (30) days following receipt of the Step 1 decision by the grievant, if self-represented, or by the grievant's representative.
- b. Thirty (30) days will be determined by a date stamp affixed by the office receiving the request for review, if the request is hand delivered; or by the date recorded on the fax by the recipient's fax machine, if the request is filed by fax; or by the postmark, if the request is mailed. The office receiving the request for review will send a copy of the date stamped document to the grievant's representative within three (3) working days.
- c. The President or representative, who is not the direct supervisor of the Step 1 representative, and the grievant, if self-represented, or the grievant's representative will meet for the purpose of reviewing the matter no later than thirty (30) days following receipt of the request for review.

(3) Decision.

- a. The President or representative will issue a written decision, stating the reasons for the decision, to the grievant, if self-represented, or to grievant's Step 2 representative and to the UFF (if the grievant is not represented by the UFF) within thirty (30) days following the conclusion of the review meeting.
- b. Thirty (30) days will be determined by a date stamp affixed by the office receiving the decision, if the decision is hand delivered, or by the postmark, if the decision is mailed.
- c. The grievant, if self-represented, or the grievant's Step 2 representative will send a copy of the date stamped document to the President or representative within three (3) working days.
- d. In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF may proceed to Step 3 if the grievant, if self-represented, or the grievant's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the final Step 2 meeting.

(g) Step 3. Arbitration

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, upon request of the grievant, proceed to arbitration by filing a written notice of the intent to do so.

- a. Notice of intent to proceed to arbitration will be filed with the President or representative within thirty (30) days after receipt of the Step 2 decision and will

be signed by the grievant and the State UFF President or the UFF Director of Arbitrations.

- b. Thirty (30) days will be determined by a date stamp affixed by the office receiving the notice, if the notice is hand delivered; or by the date recorded on the fax by the recipient's fax machine, if the notice is filed by fax; or by the postmark, if the notice is mailed.
- c. The office receiving the notice will send a copy of the date stamped document to the grievant, if self-represented, or to the grievant's Step 2 representative within three (3) working days.
- d. A thirty (30) day extension for filing a notice of intent to proceed to arbitration may be granted by mutual agreement between the parties.
- e. The parties will arbitrate only the issues submitted on the initial grievance form, including any amendment made pursuant to section 22.5(b)(2). The parties will make every attempt to narrow the issues prior to arbitration.
- f. The grievance may be withdrawn by the grievant or by the State UFF President or UFF Director of Arbitrations at any point during Step 3.

(2) Selection of Arbitrator.

- a. Representatives of the University and the UFF will meet within ninety (90) days after the execution of this Agreement in order to select an Arbitration Panel of up to nine (9) members.
- b. Within fourteen (14) days after the filing of a notice of intent to proceed to arbitration, representatives of the University and the UFF will meet to select an arbitrator from the Panel.
- c. The parties may, by mutual agreement, select as an arbitrator an individual who is not a member of the Arbitration Panel.
- d. Selection from the Arbitration Panel will be by mutual agreement or by alternately striking names from the Arbitration Panel list until one (1) name remains.
- e. The right of the first choice to strike from the list will be determined by the flip of a coin.
- f. If the parties are unable to agree to a Panel of arbitrators, the selection and assignment of an arbitrator will proceed under the normal rules of the American Arbitration Association ("AAA").
- g. If the parties are unable to agree upon which of the nominees, from a panel provided by the AAA, will serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names and the name remaining will be the arbitrator.

(3) Jurisdiction.

- a. In any arbitration proceeding wherein a question concerning the arbitrator's jurisdiction over the grievance is raised, the decision about jurisdiction will be separated from the substantive issue(s).
- b. Whenever possible, the question of jurisdiction will be determined by the means of a hearing conducted before an arbitrator by a conference call.
- c. The arbitrator will rule upon the jurisdictional issues within ten (10) days of the

hearing.

- d. If the issue is judged to be arbitrable, an arbitrator will be selected to hear the substantive issue(s) in accordance with the provisions of section 22.5(g)(2).
- e. The parties may by mutual agreement choose the same arbitrator to rule on the question of arbitrability and on the substantive issues.

(4) Authority of the Arbitrator.

- a. The arbitrator will have no authority to add to, subtract from, alter, change, or modify any of the provisions of this Agreement. Arbitration will be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator will refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
- b. The arbitrator's decision will address itself solely to the issue or issues presented and will not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute outside of the submitted issue or issues.
- c. Where an administrator has made a judgment involving the exercise of discretion, such as such as decisions regarding tenure or promotion, the arbitrator will not substitute the arbitrator's judgment for that of the administrator, nor will the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement.
- d. The arbitrator will not render any decision which would require or result in an action in violation of public statutes.
- e. If the arbitrator determines that the Agreement has been violated by either party, the arbitrator will direct that party to take appropriate remedial action.
- f. An arbitrator may award back salary where the arbitrator determines that the faculty member is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties.
- g. The arbitrator may make no award which provides the faculty member compensation greater than would have resulted had there been no violation.
- h. If the University's notice that further employment will not be offered to a faculty member is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the faculty member was deprived of a reasonable opportunity to seek other employment, or (b) the faculty member actually rejected an offer of comparable employment which the individual otherwise would have accepted.
- i. An arbitrator's decision awarding employment beyond the sixth (6th) year will not entitle the faculty member to tenure. In such cases, the faculty member will serve during the seventh (7th) year without further right to notice that he or she will not be offered employment thereafter. If a faculty member is reappointed at the direction of an arbitrator, the President or representative may reassign the individual during such reappointment.
- j. If an arbitrator determines that the faculty member was not provided an "equitable opportunity" in relation to other faculty members in the

same unit/department to meet the required criteria for promotion, tenure, and merit salary increases, as described in section 10.3 of this Agreement, the arbitrator may award additional employment requiring the University to provide the “equitable opportunity” as described in section 10.3 of this Agreement. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such “equitable opportunity.”

(5) Hearing and Decision.

- a. The arbitrator will hold the hearing in the city in which the grievant is employed, unless otherwise agreed to by the parties.
- b. The hearing will begin within thirty (30) days of the arbitrator’s acceptance of selection or as soon as practicable thereafter.
- c. Except as modified by the provisions of this Agreement, arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.
- d. The arbitrator will be requested to issue his or her decision within thirty (30) days after the conclusion of the testimony, argument, or submission of briefs, whichever is latest.
- e. The decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted.
- f. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, will not apply.

(6) Effect of Decision. The decision of the arbitrator will be final, conclusive, and binding on all parties to this Agreement, provided that any party can appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator’s jurisdiction, pursuant to Chapter 682, Florida Statutes.

(7) Venue. For purposes of venue in any judicial review of an arbitrator’s decision issued under this Agreement, the University and the UFF agree that such an appeal will be filed in the courts in Escambia County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Escambia County, neither the Board nor the UFF will move for a change of venue based upon the defendant’s residence in fact if other than Escambia County.

(8) Fees and Expenses.

- a. All fees and expenses of the arbitrator will be shared equally by the University and the UFF. Each party will bear the cost of preparing and presenting its own case.
- b. The party desiring a transcript of the arbitration proceedings will provide written notice to the other party of its intention to have a transcript of the arbitration made at least one (1) week prior to the date of the arbitration.
- c. The party desiring such transcript will be responsible for scheduling a stenotype reporter to record the proceedings.
- d. The party desiring a transcript will be responsible for the fee for the reporter and the cost of obtaining an original transcript and one (1) copy.
- e. The requesting party will, at its own expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the

other party within five (5) working days after receiving the copy of the transcript from the reporter.

- (9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case will an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.
- (10) The UFF may withdraw a grievance at any step of the grievance procedure by filing written notice with the President or representative.

22.6 Burden of Proof. In all grievances except grievances involving disciplinary action brought pursuant to Article 17 (Disciplinary Action) the burden of proof will be on the faculty member. In disciplinary grievances, the burden of proof will be on the University.

22.7 Grievance Representatives.

- (a) The UFF will furnish to the University a list of all persons authorized to act as grievance representatives by the second (2nd) full week of September and will update the list as needed.
- (b) The UFF grievance representatives will have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times.
- (c) Such representatives will have the right during times outside of hours scheduled for those activities listed above in section 22.7(b) to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings.
- (d) Should any hearings or meetings with the President or representative necessitate rescheduling of assigned duties, the grievant's representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval will not be unreasonably withheld.

22.8 Appearances

- (a) When a faculty member participates during working hours in an arbitration proceeding or in a grievance meeting between the grievant or representative and the University, the faculty member's compensation will be neither reduced nor increased for time spent in those activities.
- (b) Prior to participation in any such proceedings, conferences, or meetings, the faculty member will make arrangements acceptable to the appropriate supervisor for the performance of the faculty member's duties. Approval of such arrangements will not be unreasonably withheld.
- (c) Time spent in such activities outside regular working hours will not be counted as time worked.

22.9 Filings and Notification.

- (a) With the exception of Step 1 and Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Article may be transmitted by personal delivery, fax, United States mail, or any other recognized delivery service EXCEPT electronic

mail.

- (b) Step 1 and Step 2 decisions will be transmitted to the grievant (if self-represented) or the grievant's representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested.
- (c) In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in section 19.6 of this Agreement), the act will be considered timely if it is accomplished by 5:00 pm on the following business day.

22.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2 will constitute a precedent for any purpose unless agreed to in writing by the President or representative and the UFF acting through its President or representative.

22.11 Processing.

- (a) The filing or pendency of any grievance or arbitration proceedings under this Article will not operate to impede, preclude, or delay the University from taking the action complained of.
- (b) Reasonable efforts, including the shortening of time limits when practical, will be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. A faculty member with a pending grievance will not continue to be compensated beyond the last date of employment.
- (c) The President or representative may refuse consideration of a grievance not filed or processed in accordance with this Article.

22.12 Reprisal. No reprisal of any kind will be made by the University or the UFF against any grievant, any witness, any UFF representative, or any other participant in the grievance procedure for reason of such participation.

22.13 Implementation. Upon resolution of the grievance, the parties will begin to implement the remedy within fourteen (14) days, unless otherwise provided by the award of the arbitrator or by mutual agreement of the parties.

22.14 Records. All written materials pertinent to a grievance will be filed separately from the evaluation file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

22.15 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF for ninety (90) days will be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

22.16 Expedited Grievance Procedure for Conflict of Interest (Section 21.5).

- (a) A grievance alleging a violation of Conflict of Interest (Article 21) will be heard at Step 1 by the Provost or representative no more than seven (7) days after it has been filed.
- (b) The Provost or representative will issue a Step 1 decision no more than seven (7) days after the Step 1 meeting.

- (c) A request for review of the Step 1 decision will be filed using Appendix “D” no more than seven (7) days following the receipt of the Step 1 decision.
- (d) The Step 2 meeting will be held no more than seven (7) days after the receipt of Appendix “D,” and the Step 2 decision will be issued no more than seven (7) days after the meeting.
- (e) A request for arbitration using Appendix “E” will be filed within fourteen (14) days after the receipt of the Step 2 decision.
- (f) An arbitrator will be selected by the parties no more than fourteen (14) days following the receipt of Appendix “E.”
- (g) The arbitrator will issue a memorandum of decision within seven (7) days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with section 22.5(g)(4).
- (h) The University and the UFF will establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with the section.
- (i) All other provisions of Article 22 will apply to these grievances, except as noted above.

ARTICLE 23 OTHER FACULTY RIGHTS

23.1 Professional Meetings. Faculty should be encouraged to and may, with the approval of the supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the faculty member’s expenses in connection with such meetings, conferences, or activities will be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

23.2 Office Space.

- (a) Each faculty member will be provided with office space which may be on a shared basis.
- (b) The parties recognize the desirability of providing each faculty member with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone.
- (c) Each faculty member will, consistent with building security, have reasonable access to the faculty member’s office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis.
- (d) Before a faculty member’s office location is changed, or before there is a substantial alteration to a faculty member’s office to a degree that impedes the faculty member’s work effectiveness, the affected faculty member will be notified, if practicable, at least one (1) month prior to such change.

23.3 Safe Conditions.

- (a) Whenever a faculty member reports a condition which the faculty member feels represents a violation of safety or health rules and regulations or which is an

unreasonable hazard to persons or property, such conditions will be promptly investigated.

- (b) The appropriate administrator will reply to the concern, in writing, if the faculty member's concern is communicated in writing. A copy of any investigative report regarding the condition will be forwarded to the faculty member.
- (c) If a building has been designated as a "sick building" or equivalent by the Department of Environmental Health and Safety, the University will take prompt action to ensure the health and safety of the faculty.

23.4 Limitations on Personal Liability.

- (a) In the event a faculty member is sued for an act, event, or omission which may fall within the scope of Chapter 768, Florida Statutes, the faculty member should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the Board may fulfill its obligation. Failure to notify the President's office promptly may affect the rights of the parties.
- (b) For information purposes, the following pertinent language of section 768.28(9), Florida Statutes, is reproduced herein. No officer, employee, or agent of the State or its sub-divisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his or her employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

23.5 Travel Advances. The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.

23.6 Working Papers Rights. Consistent with the law, University rules and policies, the provisions of Article 20 (Inventions and Works), and the legitimate interests of the University, faculty will have the right to control of their personal correspondence, notes, raw data, and other working papers.

23.7 Protection for Whistleblowers. Faculty are notified that section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

ARTICLE 24 SABBATICALS AND PROFESSIONAL DEVELOPMENT LEAVES

24.1 Sabbaticals.

- (a) Policy. A sabbatical for professional development will be made available to faculty who meet the requirements set forth below. Such sabbatical is granted to increase a faculty member's value to the University through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience

of professional value, not as a reward for service.

(b) Types of Sabbaticals.

(1) Each year, the University will make available at least one (1) sabbatical at full pay for one (1) semester for each forty (40) eligible faculty members, subject to the conditions set forth below. The University may provide a sabbatical that is equivalent to the one (1) semester, full pay sabbatical at the request of the faculty member.

(2) The University will make available to each eligible faculty member whose application has been reviewed by the University a sabbatical for two (2) semesters (i.e., one (1) academic year) at half pay, subject to the conditions set forth below.

(c) Eligibility for a Sabbatical. Full-time tenured faculty members with at least six (6) years of full-time service to the University will be eligible for a sabbatical. A faculty member who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the faculty member meets all other eligibility requirements.

(d) Application and Selection.

(1) Applications for sabbaticals will be submitted in accordance with University procedures established through the consultation process (Article 2).

(2) Each application will include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the faculty member to the University and the faculty member's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program, as described in 24.1(e).

(3) A sabbatical at half pay will be granted unless the University has determined that the conditions set forth in this section have not been met or that departmental/unit staffing considerations preclude such sabbatical from being granted. In this latter instance, the faculty member will be provided the sabbatical the following year, or at a later time as agreed to by the faculty member and the University. The period of postponement will be credited for eligibility toward a subsequent sabbatical.

(4) If there are more applicants for one (1) semester sabbaticals at full pay than available sabbaticals, a committee will rank the applicants. The committee will be elected by and from the faculty members eligible for sabbatical leave as specified in section 24.1(c). The committee chairperson will be selected by the President or representative.

(5) The committee, in ranking the applicants, will consider the benefits of the proposed program to the faculty member, the University, and the profession; an equitable distribution of sabbaticals among colleges, divisions, departments, and disciplines within the University; the length of time since the faculty member was relieved of teaching duties for the purpose of research and other scholarly activities; and length of service since previous sabbatical or initial appointment.

(6) The committee will submit a ranked list of recommended faculty members to the President or representative. The President or representative will make appointments from the list and consult with the committee prior to an appointment that does not

follow the committee's ranking.

- (7) No more than one (1) faculty member in a department/unit need be awarded a sabbatical at the same time.
 - (8) If departmental/unit staffing needs preclude a one (1) semester sabbatical from being granted, the faculty member will be provided the sabbatical the following year, or at a later time as agreed to by the faculty member and the University. The period of postponement will be credited toward eligibility for a subsequent sabbatical.
- (e) Terms of Sabbatical Program.
- (1) While on sabbatical, the faculty member's salary will be one half (1/2) pay for two (2) semesters (one (1) academic year), or full pay for one (1) semester.
 - (2) The faculty member must return to the University for at least one (1) academic year following participation in the program. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received and the amount spent by the University on benefits for the faculty member may be required in those instances where neither of the above is satisfied.
 - (3) The faculty member must, within thirty (30) days upon returning from the sabbatical, provide a concise written report of his or her accomplishments during the sabbatical to the President or representative. This report will include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the faculty member and the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.
 - (4) Faculty member will not normally be eligible for a subsequent sabbatical until six (6) years of continuous service are completed following the previous sabbatical.
 - (5) Contributions normally made by the University to retirement and Social Security programs will be continued on a basis proportional to the salary received. Board contributions normally made to insurance programs for faculty and any other benefit programs for faculty will be continued during the sabbatical.
 - (6) Eligible faculty will continue to accrue annual and sick leave on a full-time basis during the sabbatical.
 - (7) While on leave, a faculty member will be permitted to receive funds for travel and other sabbatical-related expenses from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes will not result in reduction of the faculty member's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University.
 - (8) If financial assistance is received in the form of salary, the University salary will normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the faculty member's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 21 (Conflict of Interest/Outside Activity).

24.2 Professional Development Leave.

- (a) Policy. Professional development leave will be made available to faculty who meet the requirements set forth below. Such leave is to be granted to increase a faculty member's value to the University through enhanced opportunities for professional renewal, educational travel, study, formal education, research, writing, involvement in a special project, or other experience of professional value, not as a reward for service.
- (b) Types of Professional Development Leave. Each year, the University may make available at least one (1) professional development leave at full pay for one (1) semester or its equivalent (for example, leave at half pay for two (2) semesters) for each twenty (20) eligible faculty, subject to the conditions set forth below.
- (c) Eligibility for Professional Development Leave. Full-time faculty with four (4) or more years of service who are not tenured or tenure-earning will be eligible for professional development leave. The University, at its discretion, may offer professional development leave to faculty in tenure-earning or tenured positions. A faculty member who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leave and the faculty member meets all other eligibility requirements.
- (d) Application and Selection.
 - (1) Application for professional development leave will contain an appropriate outline of the project or work to be accomplished during the leave.
 - (2) Criteria for selection of professional development leave applications will be specified by the University and made available to eligible faculty.
 - (3) The University will select applicants when the University believes that completion of the project or work would improve the productivity of the department or function of which the faculty member is a part.
 - (4) No more than one (1) faculty member in each department/unit need be granted leave at the same time.
- (e) Terms of Professional Development Leave.
 - (1) The faculty member must return to University employment for at least one (1) academic year following the conclusion of such leave. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received and the amount spent by the University on benefits the faculty member received during the program may be required in those instances where neither of the above is satisfied.
 - (2) A faculty member who fails to spend the time as stated in the application will reimburse the University for the salary received during such leave.
 - (3) Faculty will not normally be eligible for a subsequent professional development leave until four (4) years of continuous service are completed following the previous leave.
 - (4) The faculty member must provide a brief written report of the faculty member's accomplishments during the professional development leave to the President or representative upon return to the University.
 - (5) Contributions normally made by the University to retirement and Social Security programs will be continued on a basis proportional to the salary received. Board

- contributions normally made to insurance programs for faculty and any other benefit programs for faculty will be continued during the professional development leave.
- (6) Eligible faculty will continue to accrue annual and sick leave on a full-time basis during the professional development leave.
 - (7) While on professional development leave, a faculty member will be permitted to receive funds for travel and living expenses and other such professional development leave-related expenses from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of funds for such purposes will not result in reduction of the faculty member's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University.
 - (8) If financial assistance is received in the form of salary, the University salary will normally be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the faculty member's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of Article 21 (Conflict of Interest/Outside Activity).

24.3 Other Study Leave.

- (a) **Job Required.** A faculty member required to take academic course work as part of assigned duties will not be required to charge time spent attending classes during the work day to accrued leave.
- (b) **Job-Related.** A faculty member may, at the discretion of the supervisor, be permitted to attend up to six (6) credits of course work per semester during work hours, provided that:
 - (1) the course work is directly related to the faculty member's professional responsibilities;
 - (2) the supervisor determines that the absence will not interfere with the proper operation of the work unit;
 - (3) the supervisor believes that completion of the course work would improve the productivity of the department or function of which the faculty member is a part; and
 - (4) the faculty member's work schedule can be adjusted to accommodate such job-related study without reduction the total number of work hours required per pay period.

24.4 Retraining. The University may, at its discretion, provide opportunities for retraining of faculty members when it is in the University's best interests. Such opportunities may be provided to faculty members who are laid off pursuant to Article 14 (Layoff and Recall) of this Agreement, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of section 26.8 (Free University Courses for Faculty and/or Dependents) and Sabbaticals or Professional Development Leave under this Article.

ARTICLE 25
SALARIES

25.1 Faculty Pay Plan Legislative Increases or Non-Recurring Wage Increases. Eligible in-unit faculty members will receive any salary increases or non-recurring wage increases appropriated for that purpose by the Florida Legislature in accordance with the guidelines set by the Legislature.

25.2 Local Salary Supplement for the ~~2011-2012~~ 2014-2015 Academic Year.

(a) On the December 12, 2014 pay date, each eligible in-unit faculty member (except those described in paragraph (d) below) will receive a non-recurring wage action equal to 1.9% of their base wage, with the exception that the amount of the non-recurring wage action will not be less than \$1,000 or more than \$3,800 for an in-unit faculty member. In order to be eligible a faculty member must:

- i. Have been in faculty pay status on or before July 1, 2014, and
- ii. Have not been issued a notice of non-reappointment or termination prior to December 12, 2014.

(b) Effective January 1, 2015 eligible in-unit faculty (except those described in paragraph (d) below) will receive a recurring wage increase equal to 1.9% of their base wage. In order to be eligible a faculty member must:

- i. Have been in faculty pay status on or before July 1, 2014, and
- ii. Have not been issued a notice of non-reappointment or termination prior to January 1, 2015.-

(c) For the purposes of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation.

(d) Employees who were out-of-unit and received a 3.8% bonus on July 25, 2014 and subsequently changed to in-unit status, will not be eligible for the 1.9% non-recurring wage action described in paragraph (a) above. Those employees described in this paragraph who are nine-month faculty will receive a recurring wage increase equal to 1.9% of their base wage effective August 8, 2015. Those employees described in this paragraph who are twelve-month faculty will receive a recurring wage increase equal to 1.9% of their base

~~25.3 Eligibility for Faculty Pay Plan Legislative Increases or Non-Recurring Wage Increases.~~ ~~The following eligibility criteria apply to legislative increases or non-recurring wage increases. In the event the Florida Legislature establishes differing criteria for legislated increases or non-recurring wage increases, the Legislature's criteria will apply. To be eligible for these salary increases or non-recurring wage increases, a faculty member must~~

~~(a) have received on the faculty member's most recent performance evaluation an overall rating~~

- ~~at or above the midpoint of the scale or, where no overall rating exists, have received a majority of ratings at or above the midpoint of the scale. (This does not disqualify faculty who have no University of West Florida faculty performance evaluation), and~~
- ~~(b) have been in pay status on or before May 1 of the preceding year, and~~
- ~~(c) have not been issued a notice of non-reappointment or termination.~~

25.34 Promotion Increases. Promotion increases will be granted to faculty pursuant to Article 15 (Promotion Procedure).

Promotion increases will be granted in an amount equal to nine percent (9%) of the faculty member's previous year's base salary rate in recognition of promotion to Assistant Professor, Assistant University Librarian, or Associate in _____.

Promotion increases will be granted in an amount equal to nine percent (9%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate.

Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Professor, University Librarian, or Research Scholar/Scientist/Engineer.

25.45 Contract and Grant Funded Increases or Non-recurring Wage Increases.

~~(i)~~ Faculty on contracts or grants will receive salary increases or non-recurring wage increases equivalent to similar faculty on regular funding, provided that such salary increases or non-recurring wage increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases or non-recurring wage increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative will seek to have the contract or grant modified to permit such increases or non-recurring wage increases.

~~(ii)~~ (b) Nothing contained herein will prevent the faculty members whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

25.56 Administration Discretionary Increases

The University retains the authority to provide salary increases, adjustments, or non-recurring wage increases beyond the increases specified above, for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. In the event the University develops procedures for distributing increases under this section, a copy will be provided to the UFF. The UFF will have an opportunity to discuss the procedures in consultation with the President or representative, pursuant to Article 2 (Consultation), prior to their implementation. At the end of the academic year, the

UFF will be provided with a report of all salary increases granted under this section during the academic year.

- 25.67 Salary Rate Calculation and Payment.** The biweekly salary rate of faculty serving on twelve (12) month (calendar year) appointments will be calculated by dividing their calendar year salary rate by 26.1 pay periods.
- 25.78 Grievability.** The only issues to be addressed in a grievance filed pursuant to Article 22 (Grievance Procedure and Arbitration) alleging violation of this Article are whether there is unlawful discrimination under Article 6 (Nondiscrimination), or whether there is an arbitrary and capricious application of the provisions of one (1) or more sections of this Article.
- 25.89 Type of Payment for Assigned Duties.** Duties and responsibilities assigned by the University to a faculty member which are in addition to the available established FTE for the position will be compensated through Other Personal Services (OPS), not salary.

ARTICLE 26 BENEFITS

- 26.1 Benefits Improvements.** The Board and UFF support legislation to provide adequate and affordable health insurance to all faculty.
- 26.2 Part-Time Faculty.** Part-time faculty, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits, in accordance with State law, the rules of the Department of Management Services and the Division of Retirement, and University rules and policies. Part-time faculty should contact the Human Resources Office to determine the nature and extent of the benefits for which they are eligible.
- 26.3 Retirement Credit/Special Circumstances.** Retirement credit for faculty who are authorized to take uncompensated or partially compensated leaves of absence will be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive full retirement credit, the faculty member on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the University, plus interest, if applicable. Faculty who are to take such a leave of absence should contact the Human Resources Office for complete information prior to taking the leave.
- 26.4 Benefits for Retired Faculty.**
- (a) Faculty retired from the University of West Florida will be eligible, upon request, and on the same basis as other faculty, subject to University policies, to receive the following benefits from the University of West Florida:
 - (1) Retired faculty identification card;
 - (2) Use of the University library (i.e., public rooms, lending and research service);
 - (3) Listing in the University directory;

- (4) Placement on designated University mailing lists;
 - (5) A University parking decal as provided to faculty currently active;
 - (6) Use of University recreational facilities (retired faculty may be charged fees different from those of other faculty for the use of such facilities);
 - (7) The right to enroll in courses without payment of fees, on a space available basis, in accordance with the provisions of Florida Statutes;
 - (8) A mailbox in the department/unit from which the faculty member retired, subject to space availability; and
 - (9) A University e-mail address.
- (b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retired faculty member's request for office or laboratory space.
 - (c) With the exception of retirees who participate in the Optional Retirement Program (ORP) and for whom provisions have been made, as stipulated in section 26.5(a)(5) of this Agreement, retired faculty of any state administered retirement system are entitled to health insurance subsidy payments in accordance with State law.

26.5 Optional Retirement Program (ORP).

- (a) The University will participate in the Optional Retirement Program (hereafter "ORP") to the extent offered by the State of Florida in accordance with the provisions of State law. Eligibility criteria and terms for ORP participation are as follows:
 - (1) Faculty who have been employed at the University for no less than one (1) academic year.
 - (2) Faculty who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.
 - (3) Any faculty member whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the faculty member does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within ninety (90) days, the faculty member will be enrolled as a member of the Florida Retirement System.
 - (4) No accrued service credit or vested retirement benefits will be lost if a faculty member participates in the Optional Retirement Program;
 - (5) Benefits under the Optional Retirement Program will be fully and immediately vested in the participating faculty members;
 - (6) The University will contribute to the Optional Retirement Program, on behalf of each faculty member participating in the program, an amount equal to the normal cost portion of the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement Program participants (see section 112.363(8), Florida Statutes), less a reasonable and necessary amount, as determined by the Legislature, which will be provided to the Division of Retirement for administering the program; and
 - (7) A participating faculty member may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the faculty

member's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.

- (b) The parties agree to inform eligible faculty regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.
- (c) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the Board or another State agency, the UFF has a right to consult with the Board regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the Board's statutory authority.

26.6 Phased Retirement Program (PRP).

(a) Eligibility and Program Provisions

- (1) Faculty who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS or TRS) or Optional Retirement Program (ORP), except those faculty referenced in 26.6(b), are eligible to participate in the Phased Retirement Program. Such eligibility will expire on the faculty member's 63rd birthday. Faculty members who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than 90 days, after they submit such written notice, except that when the end of the 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or Summer, as appropriate).
- (2) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 16 (Tenure), except as stated otherwise in this Article. Participants' retirement benefits will be determined as provided under Florida Statutes and the rules of the Division of Retirement.
- (3) Payment for Unused Leave. Participants will, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.
- (4) Re-employment.
 - a. Prior to re-employment, participants in the Phased Retirement Program must remain off the State payroll for one (1) calendar month following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the second (2nd) through twelfth (12th) month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.
 - b. Participants will be offered re-employment, in writing, by the University under an Other Personal Services (OP S) contract for one half (1/2) of the academic year, however, the University and faculty member may agree to less than one half (1/2) of the academic year.
 - c. Compensation during the period of re-employment will be at a salary

proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment will be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (4)a, above.

- d. Participants will notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the faculty member's receipt of the written reemployment offer. Failure to notify the University regarding reemployment may result in the faculty member's forfeiting reemployment for that academic year.

(5) Leave for Illness/Injury.

- a. Each participant will be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave will be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (1/2 day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this section immediate family will include the participant's spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant's household.
- b. Such leave may be accumulated; however, upon termination of the post-retirement re-employment period, the participant will not be reimbursed for unused leave.

(6) Personal Non-Medical Leave.

- a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment will be credited with five (5) days of leave with pay at the beginning of each full-time semester for personal reasons unrelated to illness or injury. This leave is to be used in increments of not less than four (4) hours (1/2 day). Except in the case of emergency, the dates on which the faculty member wishes to take such leave will be at the discretion of the supervisor and will be subject to the consideration of departmental and organizational scheduling.
- b. Such leave will not be accumulated, nor will the participant be reimbursed for unused leave upon termination of the post-retirement re-employment period.

(7) Re-employment Period.

- a. The period of re-employment obligation will extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.
- b. The period of re-employment obligation will not be shortened by the University, except under the provisions of Article 17 (Disciplinary Action,) of the Agreement. During the period of reemployment, participants are to be treated, based on status at point of retirement, as tenured faculty or non-tenure-earning

- faculty with five (5) or more years of continuous service, as appropriate, for purposes of sections 14.2(a) and (b) (Layoff Considerations) of the Agreement.
- (8) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision will not extend the period of re-employment beyond the period described in section 26.6(a)(7)a. At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.
 - (9) Salary Increases. Participants will receive all increases guaranteed to faculty in established positions, in an amount proportional to the part-time appointment, and will be eligible for non-guaranteed salary increases on the same basis as other faculty.
 - (10) Preservation of Rights. Participants will retain all rights, privileges, and benefits of employment, as provided in laws, rules, and this Agreement, and University policies, subject to the conditions contained in this Article.
 - (11) Payroll Deductions. The UFF payroll deductions, as specified in Article 28 (Payroll Deduction), if applicable, will be continued for a program participant during each re-employment period.
 - (12) Contracts and grants. Nothing will prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.
 - (13) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.
- (b) Ineligible Faculty. Faculty who have received notice of non-reappointment, layoff, or termination or those who participate in the State's Deferred Retirement Option Program (hereafter "DROP") are not eligible to participate in the Phased Retirement Program.
 - (c) Phased Retirement Program Information Document. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in the Agreement. The Board will distribute this written information to the Human Resource Office and the UFF Chapter, upon request.

26.7 Deferred Retirement Option Program (DROP). The University will participate in the Deferred Retirement Option Program to the full extent provided under State law. The DROP program is complex. Faculty should consult a Human Resources specialist at the University with expertise in this area before making a decision about participating in this program.

26.8 Free University Courses for Faculty and/or Dependents. Full-time faculty members, including faculty on sabbatical or on professional development or grants-in-aid leave, are entitled to up to six (6) credit hours of instruction at the University of West Florida per semester (Fall, Spring, or Summer) without payment of tuition or mandatory fees. The entitlement may be used by the faculty member or his or her dependents, subject to the restrictions listed in (a) through (f), below.

- (a) Each faculty member may utilize no more than a total of six (6) credit hours per semester.

- (b) The six (6) hours of instruction per semester may be utilized by the faculty member for undergraduate or graduate credit, subject to the restrictions listed in (f), below.
- (c) The faculty member's dependents may utilize some or all of the six (6) credit hours. The dependent may utilize the credit for graduate or undergraduate credit, subject to the restrictions listed in (e) and (f), below.
- (d) For purposes of this program, a "dependent" is a spouse, any natural, adopted, or step child of the faculty member, or any other child for whom the faculty member is a legal guardian, under the age of twenty-five (25) as of the first day of classes for the semester. A natural, adopted, or step child, or any other child for whom the faculty member is a legal guardian, over the age of twenty-five (25), as long as that child is claimed as a dependent on the faculty member's federal tax return or the faculty member pays for more than 50% of that child's support, as defined by the Internal Revenue Code, is also a dependent for purposes of this program. Special circumstances that suggest consideration of a case not fitting the above definition of "dependent" should be presented to the Director of Human Resources.
- (e) The faculty member's dependent may not register for more than three (3) graduate credit hours per semester.
- (f) The faculty member or dependent may not use this program for directed studies, practica, internships, music and theater performance, continuing education, and other one-on-one course situations, such as theses and dissertations.

26.9 Employee Assistance Programs. The University may offer an Employee Assistance Program (hereafter "EAP") for assessment, referral, follow-up consultation, short-term counseling, and other services for faculty with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP will be discussed in consultation with the UFF.

26.10 Pre-tax Benefits Program. To the extent provided by law, the Board will continue to provide a pre-tax benefits program for faculty which includes the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and (2) utilize flexible spending accounts for medical and dependent care expenses.

ARTICLE 27

UFF INSURANCE DEDUCTION

27.1 Payroll Deduction.

- (a) The Board agrees to provide one (1) payroll deduction per faculty member per pay period for the UFF voluntary economic services program.
- (b) The Board will make deductions each pay period beginning with the first full pay period starting not earlier than seven (7) days following receipt of authorization. Deductions will continue without interruption, except for emergency situations or as set forth in section 28.4 (Termination of Deduction) or section 28.8 (Termination of Agreement).
- (c) All such programs and deductions will meet the requirements of Board rules and regulations in effect when this Agreement takes effect and with State law.

27.2 Reports.

- (a) The UFF will provide the Board with a written report by July 31 of each year regarding any program requiring payroll deduction.
- (b) This report will include the following information:
 - (1) the name of the common remitter company;
 - (2) a list of the provider companies that are to receive remittances;
 - (3) the appropriate contact people for the common remitter and associated provider companies; and
 - (4) addresses and phone numbers for such contact people.

ARTICLE 28 PAYROLL DEDUCTION

28.1 Deductions. The Board will deduct the following each pay period from the pay of those faculty in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix “B” to this Agreement:

- (a) UFF membership dues in an amount established by the UFF and certified in writing by the UFF State President to the Board; and
- (b) other UFF deductions in an amount authorized by the faculty member.

28.2 Timing of Deductions.

- (a) The Board will make deductions each pay period and without interruption, except as provided in 28.4 and 28.8, below, beginning with the first full pay period starting not earlier than seven (7) days following the receipt of authorization.
- (b) The UFF will give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

28.3 Remittance.

- (a) The Board will remit dues and other authorized deductions to the UFF state office within thirty (30) days following the end of the pay period.
- (b) At the time of each remittance, the University will provide, through a secure website, access to updated information, including
 - (1) names of the faculty from whose salaries the Board has made such deductions;
 - (2) gross salary for the pay period of each such faculty member; and
 - (3) amounts deducted.

28.4 Termination of Deduction. The Board’s responsibility for deducting dues and other authorized deductions from a faculty member’s salary will terminate automatically upon either

- (a) thirty (30) days written notice from the faculty member to the Board, the University Office of Human Resources and to the UFF revoking that faculty member’s prior

deduction authorization, or

(b) the transfer or promotion of the authorizing faculty member out of the bargaining unit.

28.5 Reinstatement of Deduction. The Board will reinstate dues deductions for faculty members who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full- or part-time employment with the University.

28.6 Indemnification. The UFF assumes responsibility for

(a) all claims against the Board, including the cost of defending such actions, arising from their compliance with this Article, and for

(b) all monies deducted under this Article and remitted to the UFF; further

(c) the UFF will promptly refund to the Board excess monies received under this Article.

28.7 Exceptions. The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any faculty member, nor is the Board obligated to provide more than one

(1) payroll deduction field for the purpose of making the deductions described in this Article.

28.8 Termination of Agreement. The Board's responsibilities under this Article will terminate automatically upon

(a) decertification of the UFF by a vote of the faculty or as determined by the Public Employees Relations Commission;

(b) suspension or revocation of the UFF's certification by the Florida Public Employees Relations Commission; or

(c) revocation of the UFF's deduction privilege by the Florida Public Relations Commission.

ARTICLE 29

MAINTENANCE OF BENEFITS

29.1 No faculty member will be required to waive the benefits provided by the terms of this Agreement. No faculty member will, as a result of the establishment of a level of rights or benefits in the Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.

ARTICLE 30

MISCELLANEOUS PROVISIONS

30.1 No Strike or Lockout. The Board agrees that there will be no lockout at the University during the term of this Agreement. The UFF agrees that there will be no strike by it or by any faculty during the term of this Agreement.

30.2 Legislative Action. The Board and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement without prior agreement between the Board and the UFF.

30.3 Titles and Headings. The titles of articles and headings which precede text are inserted solely for convenience of reference and will not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

ARTICLE 31 SEVERABILITY

31.1 Invalidation of a Provision of this Agreement.

- (a) In the event that any provision of this Agreement is found to be unenforceable or invalid as indicated in part (b), below, the remainder of the Agreement will continue in full force and effect.
- (b) A provision of this Agreement will become unenforceable or invalid and will have no force or effect if it
 - (1) is found to be invalid or unenforceable by the final decision of a tribunal of competent jurisdiction, or
 - (2) is rendered invalid by reason of subsequently enacted legislation, or
 - (3) will have the effect of a loss to the State of Florida or to the University of funds, property, or services made available through federal law, or
 - (4) can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action, pursuant to section 447.309(3), Florida Statutes.
- (c) Negotiations on Replacement Provisions. If a provision of this Agreement fails for reason 31.1 (b)(1), (2), or (3), above, the parties will enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

31.2 Effect of Passage of Law. Any provision of this Agreement that is contrary to law, but becomes legal during the term of this Agreement, will be reinstated consistent with such legislation.

ARTICLE 32 AMENDMENT AND DURATION

32.1 Effective Date.

- (a) The Agreement will become effective on the date that it is ratified by both the Board and the UFF and will remain in effect through June 30, ~~2017~~**2013**.
- (b) Renegotiations for the July 1, ~~2015~~**2014** through June 30, ~~2016~~**2012** agreement term will begin no later than March 1, ~~2015~~**2014**. Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.
- (c) Renegotiations for the July 1, ~~2016~~**2012** through June 30, ~~2017~~**2013** agreement term will begin no later than March 1, ~~2016~~**2012**. Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.
- (d) Negotiations for a successor agreement will begin no later than October 1, ~~2016~~**2013**.
- (e) The parties may by mutual agreement include other terms and conditions of

employment in their renegotiations.

32.2 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment will be put in writing and become part of this Agreement upon ratification by both parties.

ARTICLE 33 TOTALITY OF AGREEMENT

33.1 Limitation.

- (a) The Board and the UFF acknowledge that during the negotiations that resulted in this Agreement, the parties had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining.
- (b) The Board and the UFF further acknowledge that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it will constitute the entire and sole Agreement between the parties for its duration.

33.2 No Further Obligation to Bargain. The Board and the UFF, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other will not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

33.3 Modifications. Nothing herein will, however, preclude the Board and the UFF from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify in writing any of the provisions of this Agreement.

ARTICLE 34 DEFINITIONS

As used in this Agreement, the term:

“academic year” means a period consisting of a Fall and Spring semester of approximately thirty-nine (39) contiguous weeks.

“bargaining unit” means those faculty members, collectively, represented for collective bargaining purposes by the UFF.

“Board” or “Board of Trustees” means the legally responsible governing body of the University of West Florida.

“break in service” means those absences following which the faculty member is treated as a new faculty member for purposes of computing seniority and years of service.

“college/unit” means a college or a comparable administrative unit generally equivalent in

size and character to a college.

“continuous service” means employment uninterrupted by a break in service. For academic year faculty (9 or 10 month faculty), one (1) year of continuous service is equivalent to the nine (9) or ten (10) month employment period.

“days” means calendar days, unless otherwise specified.

“department/unit” means a department or comparable administrative unit generally equivalent in size and character to a department.

“equitable” means fair and reasonable under the circumstances.

“faculty” or “faculty member” means any member of the bargaining unit.

“grievance” means a dispute filed on a form referenced in section 22.4(d) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

“grievant” means a faculty member or group of faculty who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the faculty member(s).

“months” means calendar months.

“principal place of employment” means the campus location or other University site specified on the faculty member’s standard employment contract.

“semester” means one of the two approximately 19.5 week periods which together constitute the academic year.

“supervisor” means an individual identified by the President or representative as having immediate administrative authority over bargaining unit faculty members.

“UFF” means the University of West Florida Chapter of the United Faculty of Florida.

“unit” means a recognized administrative or organizational entity.

“University” means the University of West Florida, acting through the President or representative on behalf of the University of West Florida Board of Trustees

“University community” means the collective faculty, staff, students, administrators, third party vendors, and visitors and programs that comprise the University of West Florida

“year” means a period of twelve (12) consecutive months.

UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA, UNIVERSITY OF WEST FLORIDA CHAPTER
COLLECTIVE BARGAINING AGREEMENT 2013-2016

RATIFIED BY:

FOR THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

Lewis Bear, Jr., Chairman

Date

FOR THE UNITED FACULTY OF FLORIDA, UNIVERSITY OF WEST FLORIDA CHAPTER

John Platt, President

Date

IN WITNESS THEREOF, the parties have set their signatures to this document.

FOR THE UNIVERSITY OF WEST FLORIDA

Judith Bense, President

Date

Michael Mattimore, Chief Negotiator

Date

FOR THE UNITED FACULTY OF FLORIDA

John Platt, President

Date

Tom Wazlavek, Service Unit Director

Date

Jonathan Fink, Chief Negotiator

Date

APPENDIX A
POSITION CLASSIFICATIONS IN THE BARGAINING UNIT

All faculty at the University of West Florida in the following position classifications holding regular, visiting, provisional, research, affiliate, or joint appointments are included in the bargaining unit.

9001	Professor
9002	Associate Professor
9003	Assistant Professor
9004	Instructor
9005	Lecturer
9009	Eminent Scholar
9053	University Librarian
9054	Associate University Librarian
9055	Assistant University Librarian
9056	Instructor Librarian
9120	Associate in
9121	Assistant in
9160	Research Scholar/Scientist/Engineer
9161	Associate Research Scholar/Scientist/Engineer
9162	Assistant Research Scholar/Scientist/Engineer
9166	Research Associate
9173	Counselor/Advisor

All employees with the following class code and titles are excluded from the bargaining unit:

9001	Vice President, Associate Vice President, Director, Dean, Associate Dean, Chair
9002	Associate Vice President, Associate Dean, Chair, Assistant Dean, Director
9003	Associate Dean, Assistant Dean, Director, Associate Vice President
9004	Assistant Dean, Director, Associate Director
9053	Director University Library, Associate Direct University Library, Manager
9120	Manager
9199	Faculty Administrator, Director, Associate Director, and all other employees of the University of West Florida are excluded from this bargaining unit

APPENDIX B
UNITED FACULTY OF FLORIDA
UFF-FEA-NEA
UFF DUES CHECK-OFF AUTHORIZATION FORM

I, _____, authorize the University of West Florida Board of Trustees to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven (7) days from the date this authorization is received by the Board, membership dues of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the University of West Florida Board of Trustees by the UFF, and I direct that the sum so deducted be paid over to the UFF.

UFF-FEA-NEA dues payments and contributions to FEA-PAC are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization will continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University of West Florida Board of Trustees, University Office of Human Resources, and to UFF, or (2) my transfer or promotion out of this bargaining unit. Unless this Dues Check-off Authorization is revoked in the manner heretofore stated, this authorization will remain in full force and effect in accordance with the provisions of section 447.303, Florida Statutes.

Date

Faculty Member's Signature

Social Security Number

Name – printed

Department

University

Effective Date, if later than
above: _____

Please return to your Chapter Treasurer or to the UFF State Office, FTP-NEA Building,
213 South Adams, Street, Tallahassee, Florida 32301

Please PRINT complete information where necessary

Social Security Number

Circle One
Dr. Mr. _____
Ms. Mrs. Last Name, First Name

Home Address

Department

City, State, Zip Code

Office Phone

Campus Address

Home Phone

City, State, Zip Code

Please enroll me as a member of the United Faculty of Florida (UFF-FTP-NEA)

All UFF members are also members of the Florida Teaching Profession—National Education Association, FTP-PAC (Political Action Committee), and the National Education Association at no additional cost.

UFF-FTP-NEA dues are 1 percent of total salary* for members for which the United Faculty of Florida is the bargaining agent. If you do not wish to contribute to the FTP-PAC, notify FTP-NEA for refund information. UFF-FTP-NEA dues payments and contributions to FTP-PAC are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

* Total salary for purposes of dues deductions includes any money received by the faculty member for in-unit work. If insufficient funds remain after mandatory deductions, the University has no obligation to process dues deductions.

Signature of Member

Date

Return your completed membership form to your Chapter Treasurer or to the UFF State Office, FTP-NEA Building, 213 South Adams Street, Tallahassee, Florida 32301

**UNITED FACULTY OF FLORIDA
UFF-FTP-NEA
UFF-PAC PAYROLL DEDUCTION AUTHORIZATION FORM**

I, _____, authorize the University of West Florida Board of Trustees to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven (7) days from the date this authorization is received by the University, contributions to the UFF Political Action Committee in the amount of \$1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF.

Contributions to the UFF-PAC are not deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization will continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University Office of Human Resources and to the UFF, or (2) by my transfer or promotion out of this bargaining unit.

Date

Signature of Member

Department

University

Effective date, if later than
above: _____

Return to your Chapter Treasurer or to the UFF State Office, FTP-NEA Building, 213 South Adams Street, Tallahassee, Florida 32301

UFF-PAC FORM*

Please PRINT complete information where necessary.

Social Security Number

Circle One
Dr. Mr. _____
Ms. Mrs. Last Name, First Name

Home Address

Precinct Party _____

Street

State Sen. Dist. State House Dist.

City, State, Zip Code

Cong. Dist. _____ Race _____ Sex _____ Birth Date _____

Please enroll me as a member of the United Faculty of Florida Political Action Committee. UFF-PAC contributions are in the amount of \$1.00 per pay period.

Contributions or gifts to UFF-PAC are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Signature of Member

Date

*This form is provided by the UFF for the convenience of its members

**APPENDIX C
GRIEVANCE FORM**

I. Date (Received by the University administration) _____

GRIEVANT

STEP 1 GRIEVANCE REPRESENTATIVE

NAME: _____

NAME: _____

CAMPUS MAILING ADDRESSES:

COLLEGE: _____

DEPT. _____

OFFICE PHONE _____

OFFICE PHONE _____

If the grievant is represented by the UFF or legal counsel, all University communications should go to the grievant's representative.

Other address to which University mailings pertaining to the grievance will be sent:

II. GRIEVANCE

Article(s) and section(s) of the Agreement allegedly violated:

Statement of grievance (must include date of acts or omissions complained of)

Remedy sought:

(See page 2 for additional requirements)

III. AUTHORIZATION

I will be represented in this grievance by (check one—representative must sign on appropriate line):

_____UFF _____

_____ Legal Counsel _____

_____Myself _____

I (do) _____ (do not) _____ want a postponement for up to thirty (30) days to seek informal resolution of this grievance.

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with (check one):

Provost’s Office_____

President’s Office_____

This grievance was filed on _____ by (check one)

Personal delivery _____

U. S. Mail (postmark date) _____

Fax _____

(Signature of Grievant)

(Grievant must sign if grievance is to be processed.)

The Step 1 decision will be transmitted to the Grievant’s Step 1 Representative in accordance with Article 22 (Grievance Procedure and Arbitration)

UNIVERSITY OF WEST FLORIDA
Board of Trustees/United Faculty of Florida
APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION

DATE OF RECEIPT BY PRESIDENT'S OFFICE: _____

Grievant filed this request for review with the President's Office by (check one):

Personal Delivery: _____

U. S. Mail (postmark date) _____

Fax: _____

Grievant or grievant's representative received the Step 1 decision on

GRIEVANT
NAME: _____

STEP 1 GRIEVANCE REPRESENTATIVE
NAME: _____

CAMPUS MAILING ADDRESSES:

COLLEGE: _____

DEPT. _____

OFFICE PHONE _____

OFFICE PHONE _____

DATE OF STEP 1 DECISION: _____

Article(s) and section(s) of the Agreement allegedly violated (as specified in Step 1)

I hereby request that the President or representative review the attached decision made in connection with the attached grievance because:

Remedy sought (only if initial filing is at Step 2):

(Signature of Grievant)

I am represented in this grievance by (check one—representative should sign on appropriate line):

UFF _____

Legal Counsel _____

Myself _____

A copy of the following documents must be attached to this Request at the time of its filing with the President or representative:

1. Appendix C—original grievance form filed with the University administration
2. Step 1 Decision, if issued by the University
3. All attachments to Step 1 Decision

Copies of this decision will be sent to Grievant and the Grievant's Step 2 representative, and to the UFF if grievant elected self-representation or representation by legal counsel.

UNIVERSITY OF WEST FLORIDA
Board of Trustees/United Faculty of Florida
APPENDIX E
NOTICE OF ARBITRATION

DATE OF RECEIPT BY PRESIDENT’S OFFICE:

This notice was filed with the President’s Office by (check one):

Personal Delivery _____

U. S. Mail (postmark date) _____

Fax _____

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the Step 2 decision of the President’s office of the University of West Florida dated _____ and received by the UFF State Office on _____ in this grievance of:

NAME: _____

BOT FILE NO: _____

The following statement of issues(s) before the Arbitrator is proposed:

(Signature of the UFF President or Director of Arbitrations)

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the Board of Trustees or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

(Signature of Grievant)

APPENDIX F

(Reserved)

APPENDIX G
THE UNIVERSITY OF WEST FLORIDA
SALARY INCREASE NOTIFICATION
(dates)
UNIT FACULTY

EMPLOYEE: UNIVERSITY ID #:

FUND – ORG: POSITION #:

YOUR SALARY INCREASE, EFFECTIVE _____ IS:

CURRENT (____ - ____) SALARY:

PROMOTION:

DEPARTMENTAL MERIT:

GUARANTEED MINIMUM:

GENERAL INCREASE:

LUMP SUM:

SALARY RATE (date):

THE RECOMMENDATION FOR YOUR SALARY INCREASE WAS REVIEWED BY YOUR DEAN AND/OR DIVISION HEAD.

THIS DOCUMENT PRESENTS SALARY INCREASE DATA ONLY. PLEASE REFER TO YOUR CONTRACT FOR COMPLETE DETAILS OF YOUR EMPLOYMENT

YOU MAY REQUEST A CONFERENCE TO DISCUSS THIS INCREASE. *

This form is provided for informational purposes only.

APPENDIX H
BOARD OF TRUSTEES AND UNITED FACULTY OF FLORIDA EXCLUSIVE
ASSIGNMENT DISPUTE RESOLUTION PROCEDURE

H.1 Exclusive Method.

- (a) The University of West Florida Board of Trustees and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under section 10.3 of the Agreement which allege that a faculty member's assignment has been imposed arbitrarily or unreasonably.
- (b) A faculty member who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 22 (Grievance Procedure and Arbitration) of the Board of Trustees-United Faculty of Florida Agreement only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an assignment has been arbitrarily or unreasonably imposed.

H.2 Time Limits.

- (a) The dispute will not be processed unless it is filed within thirty (30) days after the receipt of the assignment by the faculty member. If the faculty member's assignment begins prior to final resolution of the dispute, the faculty member will perform the assignment until the matter is finally resolved under these procedures.
- (b) All time limits specified herein may be extended by mutual agreement of the Board and the UFF representative.
 - (1) Upon failure of the faculty member's UFF representative to comply with the time limits herein the dispute will be deemed to have been finally determined at the prior step.
 - (2) If the Board fails to comply with the time limits herein, the dispute will proceed to the next step of this process.
- (c) Throughout Appendix H, reference to "days" refers to "calendar days." The "end of the day" will refer to the end of the business day, i.e., 5:00 pm.

H.3 Assignment Dispute Resolution Procedures

- (a) A faculty member who believes that the assignment has been imposed arbitrarily or unreasonably will, within thirty (30) days after receipt of the assignment, file Part 1 of the ADR Form with the individual responsible for making the assignment. The dispute will not be processed unless it is filed within thirty (30) days after the receipt of the assignment by the faculty member. The filing of the ADR Form will be accompanied by a brief and concise statement of the faculty member's arguments, and any relevant documentation supporting the faculty member's position. This documentation will be placed in a file entitled "Faculty Member's Assignment Dispute Resolution File," which will be kept separate from the faculty member's master

evaluation file. Additional documentation will not be considered in the ADR process except by agreement of the President or representative unless it is documentation that the faculty member requested from the University prior to the conference held pursuant to (b), below, but did not receive before such conference.

- (b) Within four (4) days of receipt of the ADR Form, the individual responsible for making the assignment will meet with the faculty member and discuss the dispute. The Dean, at his or her discretion, may also participate in this meeting or may substitute for the individual making the assignment. Within three (3) days after this conference, such individual(s) will complete Part 1 of the ADR Form and deliver it to the faculty member.
- (c) If the faculty member continues to be aggrieved following the initial conference, the faculty member will file the ADR Form, with Part 1 completed, with the Provost's office no later than three (3) days after receipt of the completed Part 1 of the ADR Form.
- (d) The UFF representative will schedule a meeting with the Provost or representative to be held no later than four (4) days after filing the ADR Form with the Provost's office. At this meeting, the faculty member, the UFF representative, and the Provost or representative will discuss the dispute and attempt to resolve it. Within three (3) days after the conclusion of this meeting, the Provost or representative will complete Part 2 of the ADR Form and deliver it to the UFF representative.
- (e) If consultation with the Provost or representative does not resolve the matter, the UFF representative may file, within four (4) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's office indicating an intention to submit the dispute to an Assignment Dispute Resolution Panel.
- (f) Within seven (7) days of receipt of the completed ADR Form and other documentation, the President or representative may place a written explanation, a brief statement of the Board's position, a list of expected witnesses, and other relevant documentation in the faculty member's ADR File and present a copy of all documents placed in the faculty member's ADR File to the UFF representative as soon as practicable thereafter. The UFF Representative may place a list of the faculty member's expected witnesses into the file.
- (g) At the time that the completed ADR Form is filed in the President's office, the UFF representative will schedule a meeting with the President or representative for the purpose of selecting an Assignment Dispute Resolution Panel. This meeting will be scheduled for no later than seven (7) days after filing of the completed ADR Form. The Assignment Dispute Resolution Panel will be composed of one individual selected by the UFF, one individual selected by the President or representative, and one individual agreed upon by both parties. Suggested criteria

for selection of panel members are familiarity with academic assignments and availability to serve in the requisite time frame.

- (h) The President or representative will contact the selected individuals no later than three (3) days following the selection. Should an individual selected be unable to serve, the President or representative will contact the UFF representative and an alternative choice will be made as quickly as practicable.
- (i) Upon the agreement of the selected individuals to participate, the ADR panel will select one member to be the Chair. The President or representative will provide the faculty member's ADR file to the panel members.
- (j) The ADR meeting will be scheduled as soon as practicable after the panel members have received the faculty member's ADR File. The President or representative will notify the UFF representative of the time and place of the ADR meeting no later than three (3) days prior to its being convened.
- (k) No person concerned with or involved in the assignment dispute will attempt to lobby or otherwise influence the panel members.
- (l) The ADR meeting will be conducted as follows:
 - (1) The Assignment Dispute Resolution Panel Chair will conduct and have total authority at the ADR meeting. The panel Chair may conduct the ADR meeting in whatever fashion, consistent with this Agreement, that will aid in arriving at a just decision.
 - (2) The panel Chair will submit to all parties, on Part 4 of the ADR Form, within three (3) days after the close of the ADR meeting, a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision will include the reasons for the panel's determination.
 - (3) If the panel decides that the faculty member's assignment was imposed arbitrarily or unreasonably, the panel may also suggest an appropriate remedy. This suggestion is not binding on the University, but will be used by the President or representative in fashioning an appropriate remedy.

APPENDIX “H” EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 1: STATEMENT OF DISPUTE

Faculty member’s name

Faculty member’s address

Department

Date assignment was made

Person making the assignment

Beginning date of the assignment

I believe the assignment was arbitrarily or unreasonably imposed because:

Faculty member’s signature

UFF representative’s signature

APPENDIX “H” EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

Date filed

Date of Meeting

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved:

Person making the assignment

Date of decision

THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION WHICH THE FACULTY MEMBER WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE FACULTY MEMBER HAS REQUESTED BUT NOT RECEIVED (SEE APPENDIX H, SECTION H(3)(a)).

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

PART 2: DECISION OF PROVOST OR REPRESENTATIVE

Date filed with Provost's office

Date of conference

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved in the following manner:

Provost or Representative

Date of decision

PART 3:

UFF NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO AN ADR PANEL

The decision of the Provost or representative is not satisfactory and the UFF hereby gives notice of its intent to refer the dispute to an Assignment Dispute Resolution Panel.

Faculty member's name

Date of receipt by President or representative

UFF representative

Receipt acknowledged by President or representative

PART 4: ASSIGNMENT DISPUTE RESOLUTION PANEL'S DECISION

The disputed assignment was _____/ was not_____arbitrarily or unreasonably imposed.

Reasons for the determination that the assignment was arbitrarily or unreasonably imposed are:

Suggested remedy (optional):

ADR Panel Chair's name

Faculty member's name

ADR Panel Chair's signature

Date of decision

UNIVERSITY OF WEST FLORIDA
Board of Trustees/United Faculty of Florida
APPENDIX L

[TEXT]

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2013-14

Annual Accountability Report

THE UNIVERSITY OF WEST FLORIDA

PENDING BOT APPROVAL

DRAFT 12-08-2014



STATE UNIVERSITY SYSTEM *of* FLORIDA
Board of Governors



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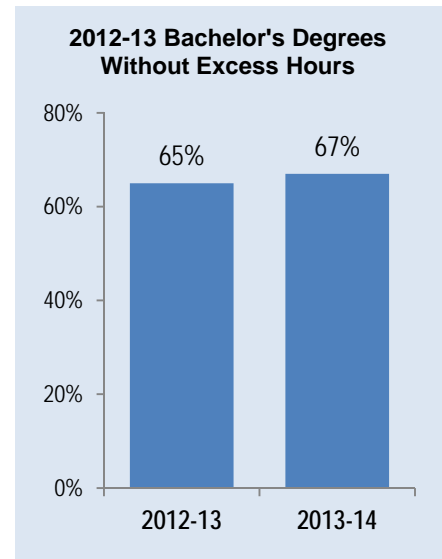
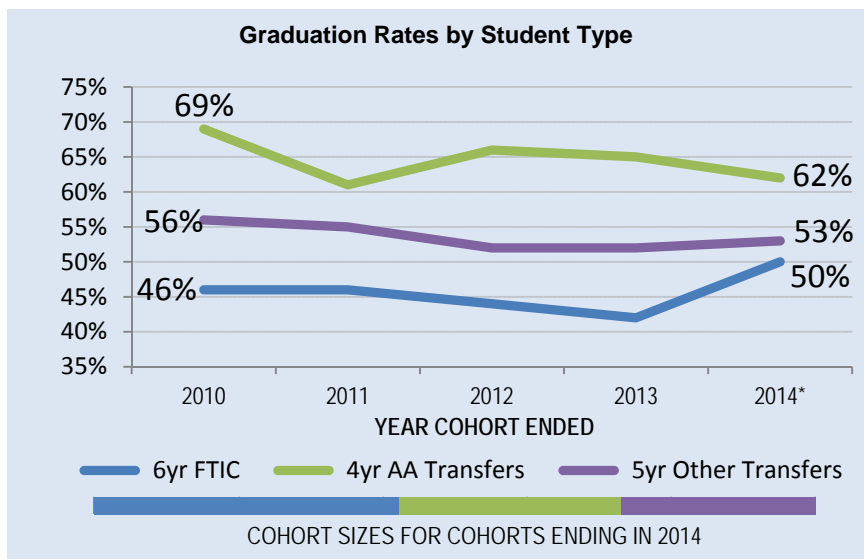
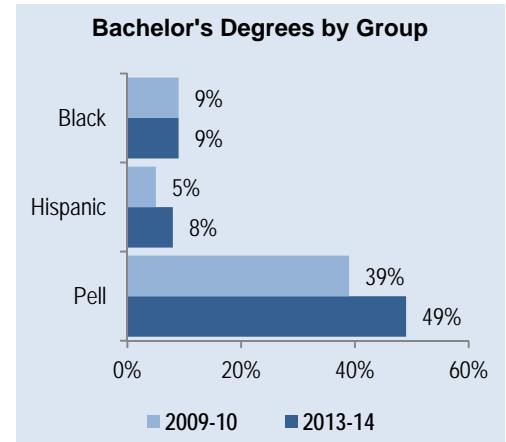
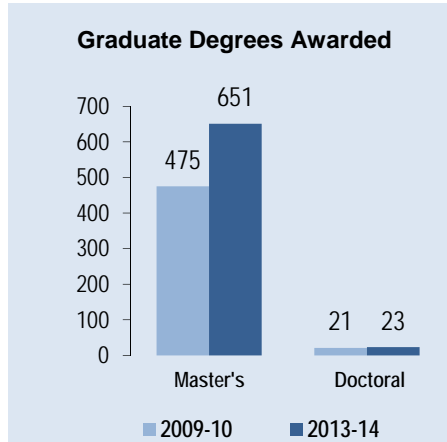
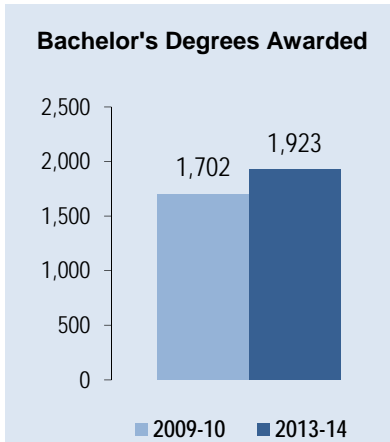
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Dashboard

Headcount Enrollments	Fall 2013	% Total	2012-2013 % Change	Degree Programs Offered			2012 Carnegie Classifications		
				Faculty (Fall 2013)	Full-Time	Part-Time			
TOTAL	12,607	100%	-1%	TOTAL (as of Spring 2014)			Basic:	Doctoral/Research Universities	
White	8,595	68%	-4%	Baccalaureate			49	Undergraduate Instructional Program:	Balanced arts & sciences, some graduate
Hispanic	1,030	8%	5%	Master's			27	Graduate Instructional Program:	Single doctoral (education)
Black	1,557	12%	3%	Research Doctorate			1	Size and Setting:	Medium four-year, primarily nonresidential
Other	1,425	11%	13%	Professional Doctorate			0	Community Engagement:	n/a
Full-Time	8,219	65%	1%	TOTAL			324	0	
Part-Time	4,388	35%	-3%	Tenure & Ten. Track			226	0	
Undergraduate	9,755	77%	-2%	Non-Tenured Faculty			98	0	
Graduate	1,990	16%	3%						
Unclassified	862	7%	9%						

DEGREE PRODUCTIVITY AND PROGRAM EFFICIENCY

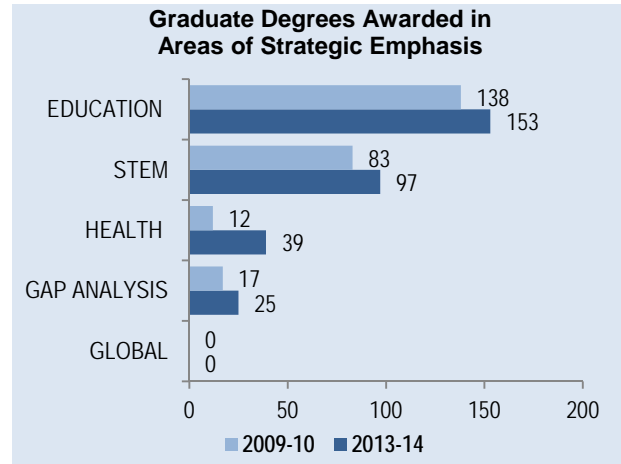
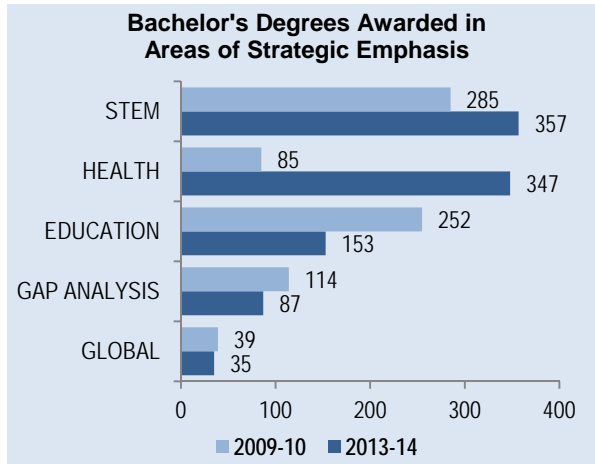


* Based on 2014 preliminary data



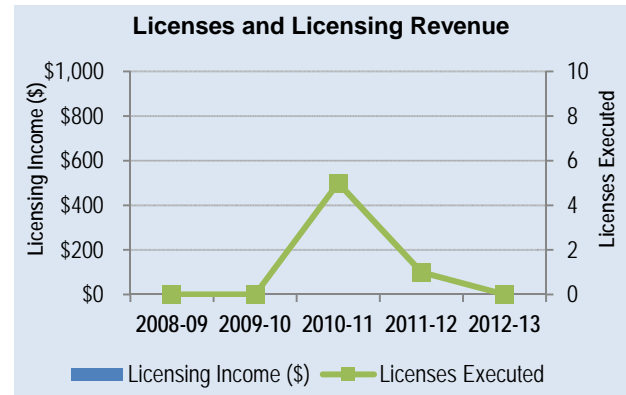
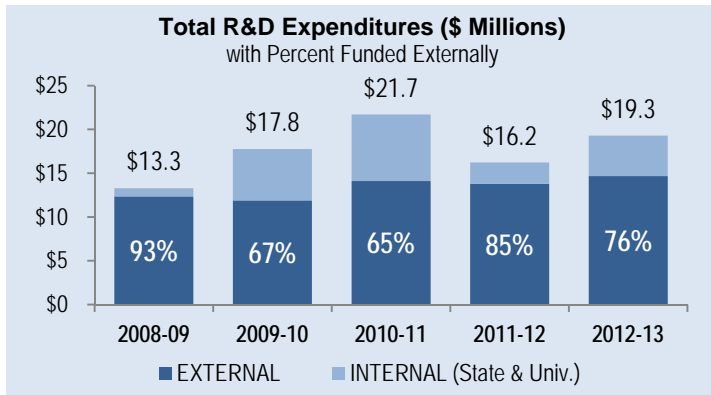
Dashboard

DEGREES AWARDED IN PROGRAMS OF STRATEGIC EMPHASIS

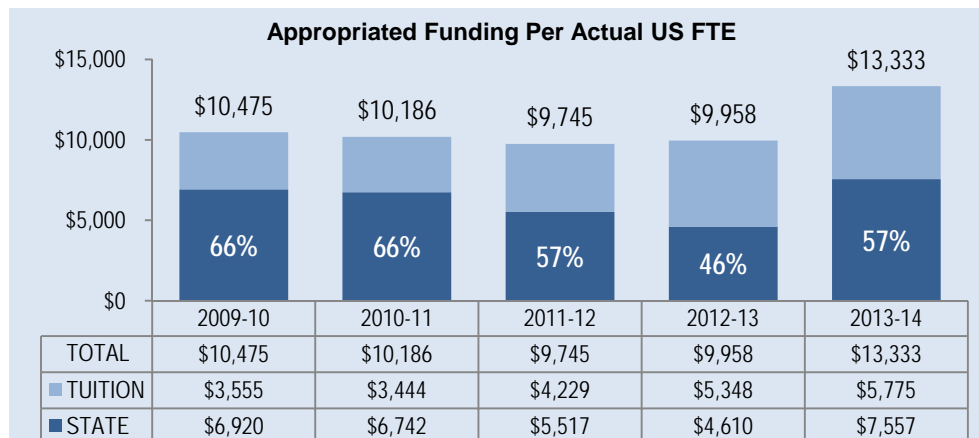


Note: The Programs of Strategic Emphasis were revised by the Board of Governors (11/2013), these graphs report the new categories.

RESEARCH AND COMMERCIALIZATION ACTIVITY



RESOURCES

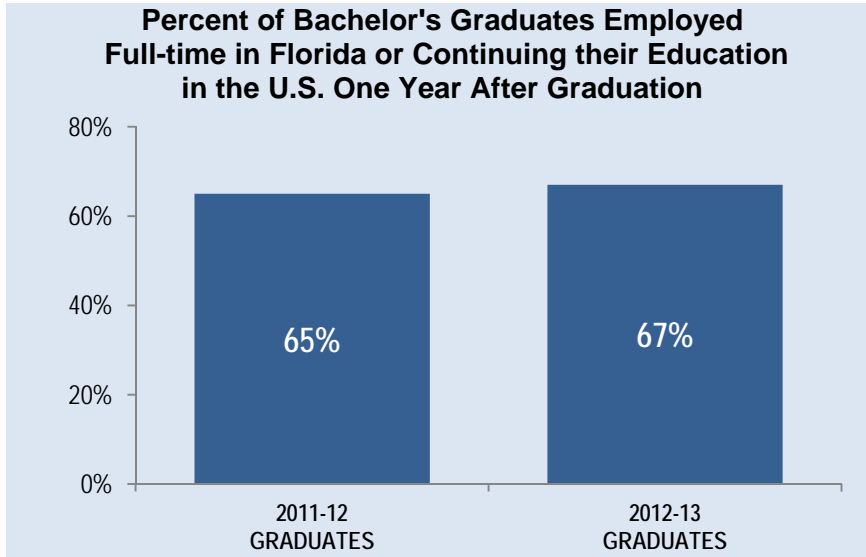


Note: Tuition is the appropriated budget authority, not the amount actually collected. This tuition data includes state supported financial aid and does not include non-instructional local fees. State includes General Revenues, Lottery and Other Trust funds (i.e., Federal Stimulus for 2010-11 and 2011-12 only). Student FTE are actual (not funded) and based on the national definition.

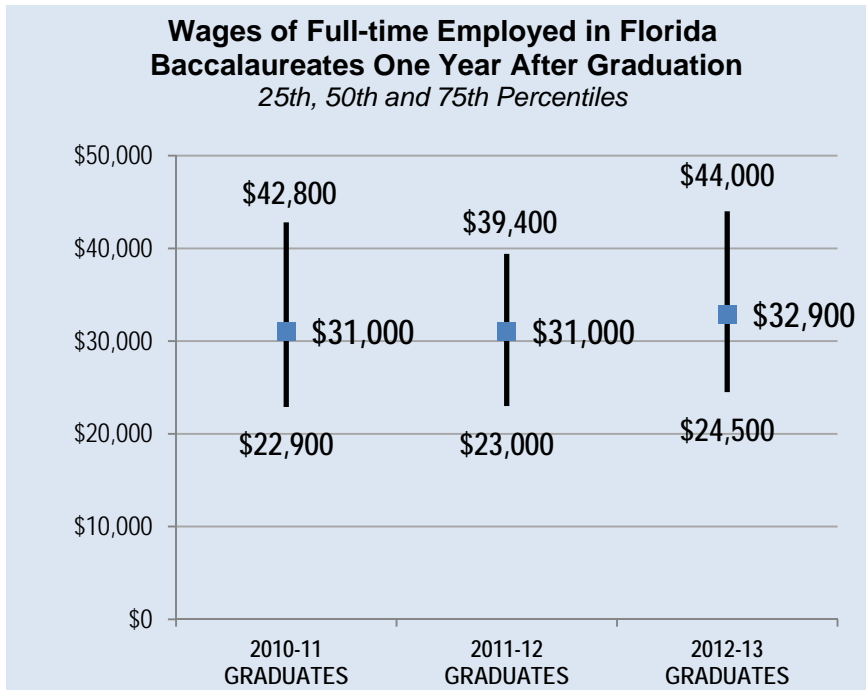


Dashboard

POST-GRADUATION METRICS



Notes: Percentages are based on the number of recent baccalaureate graduates who are either employed full-time or continuing their education in the U.S. Full-time employment is based on those who earned more than a full-time (40hrs a week) worker making minimum wage. Due to limitations in the data, the continuing enrollment data includes any enrollment the following year regardless of whether the enrollment was post-baccalaureate or not. These data account for 87% and 90% of the total graduating class for 2011-12 and 2012-13, respectively. For more details see table 40 within this report.



Notes: Wage data is based on Florida's annualized Unemployment Insurance (UI) wage data for those graduates who earned more than a full-time employee making minimum wage in the fiscal quarter a full year after graduation. This wage data excludes graduates who were enrolled, regardless of their earnings. This UI wage data does not include individuals who are self-employed, employed out of state, employed by the military or federal government, or those without a valid social security number. These data account for 45%, 46% and 45% of the total graduating class for 2010-11, 2011-12 and 2012-13, respectively. Wages rounded to nearest hundreds.



Key Achievements (2013 -2014)

STUDENT AWARDS/ACHIEVEMENTS

1. MBA student, David Brinson, earned the title "Grand Champion" in the Best Strategy Invitational, a global competition in which student teams operate simulated athletic footwear companies.
2. Pianist James Matthews became a national celebrity after winning an honorable mention and a Carnegie Hall invitation at the American Protégé International Piano and Strings Competition.
3. Timothy Jones received the President's Volunteer Service Award; the Student Veterans of America's national office selected Jones for his dedication to helping fellow veterans at UWF.

FACULTY AWARDS/ACHIEVEMENTS

1. Engineering professor, Dr. Muhammed Rashid, won a 2013 Outstanding Achievement Award from the Industry Application Society, one of the largest societies of the International Institute of Electrical and Electronics Engineers.
2. The National Association of Social Workers (NASW), Florida Chapter, named Dr. Chris Cotten as the NASW Educator of the Year for Florida.
3. Marketing & Economics professor, Dr. Scott Keller, was named as the inaugural recipient of the John C. Pace Distinguished Business Professorship.

PROGRAM AWARDS/ACHIEVEMENTS

1. The UWF Health Occupational Students of America team took home the Regional Outstanding HOSA Chapter Award at the 2014 Regional Conference; four students also placed in the Top 10 in their respective categories at the 2013 HOSA National Leadership Conference.
2. Public Relations students from the UWF Communication Arts Department were honored with a Golden Image Award and a Grand All Golden Image Award from the Florida Public Relations Association for their rebranding campaign for the Imogene Theatre. Public Relations students also were honored with an Award of Distinction from the Florida Public Relations Association for their Friends of the West Florida Public Library campaign.
3. UWF Music students won 1st, 2nd, 3rd, and honorable mention at the college-level Sonata and Concerto Competition.

RESEARCH AWARDS/ACHIEVEMENTS

1. UWF received a National Institutes of Health grant, Maximizing Access to Research Careers - Undergraduate Student Training in Academic Research, to aid underrepresented undergraduate students pursuing PhD or MD/PhD degrees in biomedical and behavioral sciences.
2. UWF established the Center for Cybersecurity, funded through an IT Performance Grant, to sponsor academic programs and certificates that are connected to the Northwest Florida technology community and industry, addressing a critical need for cybersecurity jobs.
3. UWF students in Networking and Telecommunications online courses can conduct experiments with robots remotely through the Robo Explore Lab, a first of its kind in the nation. Funding for the lab was provided in part by iSpace, as well as an Instructional Technology Enhancement Project, or ITEP, grant.

INSTITUTIONAL AWARDS/ACHIEVEMENTS

1. UWF was selected to participate in the NASPA Lead Initiative, a national effort centered on civic learning and democratic engagement.
2. UWF was named among 2014 "Best of the Best" for Top Veteran-Friendly Colleges by U.S. Veterans Magazine.
3. UWF achieved the designation of Chronicle of Higher Education Great Places to Work.



Narrative

Teaching and Learning

STRENGTHEN QUALITY AND REPUTATION OF ACADEMIC PROGRAMS AND UNIVERSITIES

In 2013-2014, UWF earned positive state, regional, and national attention on numerous ranking indices. UWF was:

- Designated as a "Best Southeastern College" by the Princeton Review. (2003-2014)
- Listed in Princeton Review's "Guide to 311 Green Colleges." (2011-2013)
- Ranked No. 20 for Most Affordable Online Colleges in Florida by Affordable Colleges Online. (2013)
- Listed in the "Great Colleges to Work For" by The Chronicle of Higher Education. (2008, 2009, 2011, 2012, 2014)
- Named a "Best for Vets" college by Military Times. (2014)
- Named a top military-friendly school by G.I. Jobs magazine. (2008-2014)
- Named No. 38 for Best Online Bachelor's Programs for Veterans by U.S. News and World Report. (2014)
- Featured in Military Advanced Education's Guide to Military-Friendly Colleges and Universities. (2008 –2013)
- Ranked No. 13 in the "Top Colleges for Future Service Members in Florida" by The College Database. (2013)
- Awarded eight Gulf South Conference athletic titles for a total of 79 in UWF history (more than any other school in the GSC).

In 2013-2014, UWF's Division of Academic Affairs reviewed its three-college structure and planned a reorganization that would increase operational efficiencies, increase visibility and community engagement, and fulfill core needs through natural alliances.

- The newly proposed structure includes a College of Arts, Humanities, and Social Sciences; College of Business; College of Education and Professional Studies; and College of Science, Engineering, and Health. Additionally, in an effort to align services that support student success, Academic Affairs formed University College. University College houses the First-Year Advising Center, the newly named Kugelman Honors Program, the General Studies Program, and professional readiness initiatives at UWF.

In 2013-2014, UWF continued to document the success of its academic programs through discipline-specific program reviews. Numerous academic programs earned national recognition for their quality and achievements. UWF was:

- Ranked No. 5 in the U.S. for first-time pass rates by small accounting programs on the CPA exam by the National Association of State Boards of Accountancy. (2013)
- Named the No. 8 "Top College in Florida for Teacher Education" by The College Database. (2013)
- Listed in "The Best Education Graduate Schools for 2013-2014" by MastersDegreeOnline.com.
- Ranked No. 10 for "25 Best Online Master in Educational Leadership Degree Programs" by TheBestSchools.org. (2014)
- Ranked No. 24 for "25 Best Bachelor in Legal Studies Programs" by TheBestSchools.org. (2014)
- Ranked by GraduatePrograms.com for the Top Student Ranked Online Graduate Programs.
 - No. 17 out of the "Top 50 Online Graduate Programs." (2013)
 - No. 10 for "Top Student Rated Online Education Schools." (2013)



- Ranked No. 22 for "Best Value Online Public Health Degrees" by OnlineU.org. (2014)
- Ranked by GraduatePrograms.com for the "Top Online Public Health Program." (2014)
- Ranked by GetEducated.com in the "Best Buy Online Masters Degrees." (2013)
 - No. 4 for "Online Master's of Public Health Degree."
 - No. 6 for "Online Master of Science in Computer Science."
 - No. 12 for "Master of Science in Nursing."
- Selected as one of the "Top 200 Schools" by the American Indian Science and Engineering Society. (2013)
- Included in the "Top 10 Online IT Colleges of 2013" by the Online Education Database. (2013)
- Ranked No. 5 for "Top Online Engineering Colleges" by Open Education Database. (2014)

INCREASE DEGREE PRODUCTIVITY AND PROGRAM EFFICIENCY

The increasing diversification of the University offers great opportunities for students to develop an awareness of and celebrate "the ways in which people and ideas are different and the ways in which they are similar" (from UWF Strategic Plan). In the 2013-2014, UWF's student body reflected a diverse population.

- Of the 12,607 students enrolled in Fall 2013, 77.4% were undergraduate degree-seeking students, 15.8% were graduate degree-seeking students, and 6.8% were non-degree-seeking students.
- Women comprised 58.4% of the student population.
- The average age of all students was 27 (undergraduate, 25; graduate, 34). Approximately 32% of undergraduates were 25 or older.
- The student body was composed of students from 49 of the 50 states (excepting North Dakota). Fifty-seven percent originated from UWF's eight-county service area.
- Fall 2013 enrollment demographics showed a varied ethnic student population: Non-Resident Alien, 3%; African American, 12%; American Indian/Alaskan Native, 1%; Asian, 3%; Hispanic, 8%; Native Hawaiian or Pacific Islander, <1%; White, 68%; Not reported or Two or More Ethnicities, 5%. UWF enrolled 310 international students (not including Intensive English Program students) with student visas (F-1 and J-1 classifications).
- In the 2013 fall term, 1,243 military-related students were enrolled at UWF (active duty, veterans, and dependents).
- Among undergraduates, almost 40% had Pell Grants in Fall 2013.
- The average ACT, SAT, and high school GPAs for newly enrolled FTICs rose slightly in Fall 2013.

In 2013-2014, UWF continued to focus on facilitating students' access to and choice of UWF to meet their higher education needs, and to improve student persistence and timely progression to degree attainment.

- UWF created a standing Strategic Enrollment Planning and Management Council to monitor, evaluate, and revise strategic enrollment plans; track enrollment key performance indicators (KPIs), benchmarks, and assessments; and coordinate the work of the various units involved in enrollment planning and management.
- UWF developed a Strategic Enrollment Plan, a Strategic Retention Plan, and a Diversity Plan to help focus attention on key priorities.
- UWF continued to implement the University-wide comprehensive plan to improve undergraduate student persistence and timely degree completion (e.g., hired a Chief Diversity Officer, maintained strong academic programs, enhanced academic and student support services like improved academic advising and career services, developed more experiential learning opportunities, provided support for students in high-risk courses, enhanced student life, leveraged financial aid for students with demonstrated need, improved customer service, etc.)



- UWF continued to promote the reporting of at-risk students through an Academic Early Warning System, a program designed to assist freshmen and athletes early in an academic term who demonstrate academic hardship or red-flag behaviors. In Spring 2014, 97% of faculty teaching freshmen participated in the reporting of students needing assistance, up from 96% in Spring 2013 and 89% in Spring 2012. Approximately 85% of students who received an alert saw their advisor for guidance and assistance. Data indicate that students who met with their advisors after receiving an early warning notice had an average GPA 73% higher than those who did not meet with their advisors.
- Tallahassee Community College and Pensacola State College joined Northwest Florida State College and Gulf Coast State College as members of the 2UWF program, increasing advising support for students who begin their programs in the Florida College System before transferring to UWF, and easing their transition from one institution to another.
- The six-year graduation rate for full-time and part-time FTICs entering in Fall 2008 (or Summer 2008 continuing into Fall) was 50%, more than eight percentage points higher than the rate for the Fall 2007 cohort.
- UWF utilized the National Student Clearinghouse's StudentTrackerSM service to study first-time-in-college (FTIC) students who began their college careers at UWF during a fall term but who were not retained in the following fall term (2,456 students). Almost 74% (1,807) of these students had been enrolled in an institution of higher education for at least one term between June 1 of the year following departure from UWF and the date of the Clearinghouse search (December 11, 2013). Informed by the results of this analysis, UWF has continued to implement initiatives to promote student success and reduce attrition from UWF among FTIC students.

During 2013-2014, UWF continued to expand the number, scope, and quality of its online offerings.

- UWF offered 1,648 fully online course sections (up 7% from 2012-2013), representing 33% of FTE.
- UWF offered 33 complete programs online, including 8 undergraduate programs, 11 master's or specialist's programs, 1 doctoral program, and 13 credit-earning certificate programs.
- More than 50% of the students in any given term took at least one online course. In Fall 2013, 15% of undergraduate students and 63% of graduate students were taking only online courses.
- 24% of students were fully online in Fall 2013, and 25% were fully online in Spring 2014.
- 29% of undergraduate FTE and 56% of graduate FTE were generated through distance learning enrollments.
- The statewide Florida Virtual Campus (FLVC) was renamed the Complete Florida Plus Program, and all program operations are being moved to UWF.
- Between 2011 and 2013, 82 UWF faculty earned the Quality Online Instructor Certificate. During the 2013-2014 fiscal year, 17 UWF courses were certified through the Quality Matters process.

UWF plays a critical role in the State University System's efforts to increase citizens' educational attainment levels. In 2013-2014, the University awarded 2,597 degrees (first major only), including many degrees awarded to students from traditionally underrepresented groups.

- UWF awarded 1,923 baccalaureate degrees, which was below the 2,109 target established in the 2013-2014 update to the UWF Work Plan. However, the number of baccalaureate degrees awarded (first major only) represented a 13% increase from 2009-2010.
- The 674 graduate degrees awarded were substantially higher than the established target of 604.
- Approximately 49% of all baccalaureate degrees awarded at UWF in 2013-2014 were awarded to students who had received a Pell grant from an institution in the State University System within six years of graduation (up from 39% of the baccalaureate degrees awarded in 2009-2010).
- UWF awarded 181 baccalaureate degrees to Non-Hispanic Blacks (up from 146 in 2009-2010) and 149 baccalaureate degrees to Hispanics (up from 80 in 2009-2010).



INCREASE THE NUMBER OF DEGREES AWARDED IN S.T.E.M. AND OTHER PROGRAMS OF STRATEGIC EMPHASIS

UWF is committed to delivering a range of high-quality baccalaureate and master's programs, as well as targeted doctoral offerings that are responsive to regional and state needs. In 2013-2014, UWF awarded an increased number of degrees in areas of strategic emphasis and initiated partnership programs with other Florida institutions to address identified workforce needs in Northwest Florida.

- UWF awarded 50% of its baccalaureates (up from 45% in 2012-2013) and 47% of its graduate degrees (up from 43% in 2012-2013) in areas of strategic emphasis.
- More than 18% of all undergraduate degrees and more than 14% of all graduate degrees awarded at UWF were within a science, technology, engineering, or mathematics (STEM) discipline.
- UWF collaborated with Gulf Coast State College to offer students from both colleges the opportunity to earn a bachelor's degree in Hospitality and Resort Management.
- The University of South Florida, partnering with UWF to offer a Doctor of Physical Therapy (DPT) program, designed to expand access to UWF students interested in pursuing a DPT while meeting a state-identified need for more physical therapists in Northwest Florida, welcomed its inaugural class.
- UWF entered into a partnership with the University of Florida to offer a Doctor of Nursing Practice degree program.
- UWF entered into a partnership with Stetson University College of Law to offer a 3+3 program to begin in August 2015. The program will allow high-performing students to earn bachelor's and Juris doctor (J.D.) degrees in six years—three years at UWF and three years at the Stetson University College of Law.
- The University of West Florida announced a \$1 million gift from the Bear Family Foundation, presented by Lewis Bear Jr., Chair of the UWF Board of Trustees, and his family. The gift will support the UWF Engineering and Supply Chain Logistics programs.
- UWF moved three additional high-demand nursing and education programs—Registered Nurse-to-Bachelor of Science in Nursing (RN-BSN), Master of Education with a specialization in curriculum and instruction (M.Ed., Curriculum and Instruction), and Doctor of Education with a specialization in curriculum and instruction (Ed.D, Curriculum and Instruction)—to an online format.
- The UWF Building Construction Program received a generous gift from Webb Electric to benefit the Community Outreach, Research, and Education (C.O.R.E.) Initiative. The gift will support the renovation of an existing building into a state-of-the-art, multipurpose construction lab.
- UWF celebrated the opening of the Confucius Institute, a collaborative effort between the University, China's Office of Chinese Language Council International, or Hanban, and Sichuan International Studies University, UWF's designated Chinese partner. It serves as a language program that promotes the study of Chinese language and culture among UWF students and the local community.

UWF continues to increase the number of STEM graduates by paying attention to the University's critical role in supporting the entire STEM educational pipeline, not just the STEM degree programs at UWF. In 2013-2014, UWF continued to build on its tremendous success in outreach to students in the K-12 sector, particularly to create and encourage their interests in the STEM disciplines. Among the activities were the following:

- UWF hosted a Discovery Lab, designed to promote interest in STEM through discovery and exploration, foundations for science. The Lab is used for high-impact learning practices, engaging students in experiences that offer a deeper understanding of the relationships among several science disciplines through interactive and reflective activities.



- The Innovation Institute continued its partnership with TEQGames of Orlando to provide aviation-themed multi-day, fully-immersive residential programs at the National Flight Academy aboard NAS Pensacola, Florida, and at the USS Yorktown at Patriots Point Park in Charleston South Carolina.
- UWF hosted nearly 300 students from Northwest Florida's public and private schools at the third annual Northwest Regional Florida Science Olympiad. The goal of the Science Olympiad is to improve the quality of science education through competitions similar to sporting events.
- The Department of Teacher Education and Educational Leadership (TEEL) partnered with the Escambia County Early Learning Coalition to offer science, technology, engineering, and math (STEM) early-learning workshops for local teachers. This Early Childhood STEM Learning Through the Arts program is recognized internationally as a program that prepares teachers to integrate STEM subjects into early childhood curriculum.

Scholarship, Research and Innovation

STRENGTHEN QUALITY AND REPUTATION OF SCHOLARSHIP, RESEARCH, AND INNOVATION

UWF is committed to conducting meaningful basic and applied research through its academic programs and its institutes and centers, which promote interdisciplinary efforts and further integrate teaching, research, and community engagement. In 2013-2014,

- UWF researchers submitted 119 contract and grant proposals for a total of \$58,542,646.
- UWF researchers received 81 awards totaling \$23,953,028, only five less than in 2012-2013, in spite of the decrease in federal and state funding opportunities.
- UWF's Office of Research and Sponsored Programs (RSP) continued to make marketing and legal consultants available to faculty with potential intellectual property projects, supporting two patent applications in process from previous years. Two licensure agreements were signed in 2013-2014.
- In late June 2013, final negotiations for an exclusive license agreement with GenUL S.L. for the Spinconcentrator were completed, and the agreement was signed on in September 2013. This agreement is UWF's first international licensing agreement.
- A license agreement between UWF and Historical Research Associates, Inc., (HRA) for an exclusive license to market Next Exit History as an additional service to the nationwide client base was signed in April 2014. Subsequently, HRA has opened a local Pensacola office to promote activities based on Next Exit History and other public history-related opportunities.
- The UWF Innovation Institute launched the Center for Cybersecurity, providing a hub for research on cybersecurity and opportunities for students to move into high-demand career fields through collaborative partnerships.

INCREASE RESEARCH AND COMMERCIALIZATION ACTIVITY

In 2013-2014, UWF maintained its levels of research and development (R&D) expenditures, even though federal funding opportunities declined.

- UWF posted \$18.9 million in total R&D expenditures in 2013-2014.
- UWF posted \$12.0 million in federally funded R&D in 2013-2014.
- UWF recorded \$85,163 in total R&D expenditures per full-time, tenured/tenure-earning faculty members in 2012-2013 (up almost 44% from 2008-2009).
- UWF's newly established Faculty Catalyst Initiative awarded funding to seven faculty projects out of 13 applications received. The Catalyst initiative promotes research and creative activities.

UWF has long been valued for providing students with a personalized collegiate experience in which students work side-by-side with faculty who are teacher-scholars. For instance, in 2013-2014:



- 123 students participated in the 2014 Student Scholars Symposium. This event featured scholarly and creative projects produced through collaboration between UWF students and faculty.
- UWF received a gift to establish the Burr Family Undergraduate Research Endowment to support summer student research in the College of Science, Engineering, and Health.
- UWF students completed oral histories, developed public programming elements, and designed and installed a complementary exhibit for the T.T. Wentworth Museum in Historic Pensacola Village concerning the Guantánamo Public Memory Project.
- UWF students worked with the Whitmire Cemetery Association to research historic grave sites and create interpretive materials for a future walking tour of the site.
- UWF students created gaming materials for the Next Exit History database on historic sites across the American Southwest.
- A growing number of UWF students were included as co-authors with faculty on peer-reviewed journal articles.
- A growing number of UWF students presented at state, regional, and national professional meetings; competed in disciplinary competitions; or held off-campus exhibitions or recitals.

INCREASE COLLABORATION AND EXTERNAL SUPPORT FOR RESEARCH ACTIVITY

UWF continues to build out mutually beneficial partnerships that support collaboration on research projects. In 2013-2014, some of these collaborative efforts included the following:

- External entities funded 89% of research and development expenditures (consistent with 2012-2013 funding).
- Sponsors and funding agencies included 24 federal agencies, 11 private for-profit agencies, 13 private nonprofit agencies, and 17 state and local government entities.
- The Northwest Florida Presidential Coalition, whose grant members represent six institutions, (UWF, PSC, NWFSC, GCSC, Chipola College, and TCC) met regularly. Their collaboration resulted in several joint proposals for funding opportunities.
- UWF researchers initiated a series of ongoing discussions regarding collaborative research with other partners, including the National Flight Academy and the Doolittle Institute, as well as the medical facilities of Andrews Institute and Baptist, Sacred Heart, West Florida, and Naval Hospitals.
- UWF submitted proposals and/or received funds with many partners, including, but not limited to:
 - Four SUS institutions (FSU, UF, UCF, and USF);
 - Eight out-of-state universities (Appalachian State, Louisiana State, and Tulane Universities, and Universities of Alabama, Georgia, North Carolina, Maryland, and Southern Mississippi).
 - Five institutions from the Florida College System (Pensacola State, Chipola, Gulf Coast State, Northwest Florida State, and Tallahassee Community).
 - Seven State of Florida agencies (Education, Emergency Management, Fish & Wildlife Conservation, Health, Children & Families, Senate, and State).
 - Five school districts (Escambia, Gadsden, Santa Rosa, Okaloosa, and Walton Counties).
 - Twelve state or local government entities (AL Department of Forensic Science, CareerSource Okaloosa-Walton, City of Destin, City of Pensacola, Florida Departments of Economic Opportunity, Department of Education, and Fish & Wildlife Conservation Commission, Santa Rosa County, and Town of Century).
 - Thirty-five private entities (e.g., BP Exploration & Production, Inc., Corporation for Public Broadcasting, Citi Foundation, Enterprise Florida, Florida Committee on Southern Association of Colleges & Schools: Secondary and Middle Schools, Florida Humanities Council, Florida Sports Foundation, Gulf of Mexico Alliance, Historical Research Associates, The Japan Foundation, National Center for Responsible Gaming, Partnership for Public Health (Escambia), Petroleum Research Fund, and TEQGames, LLC.).



In 2013-2014, UWF continued to play a critical role in supporting the economic development of the region.

- UWF oversaw the successful completion of the Regional Economic Development Institute (REDI) program, which included a \$30M investment into the Northwest Florida economy. UWF distributed \$10M in 2013-2014, which created 2,074 jobs.
- UWF's Haas Center completed/contracted for 16 economic research studies for regional, state, national, and UWF community partners. The Center had \$820,501 in new sponsored research/contracts, along with several 2012-2013 contracts that were completed in 2013-2014 for a total of \$1,430,401, including one in-kind.
- The Haas Center created a new call center enabling research polling; entered into three significant IT development projects for community and UWF partners; launched a new economic data application; and implemented a "Saturday Consultant" program, whereby staff members volunteer in the community to promote services of Haas Center and aid non-profits.
- UWF's Office of Economic Development and Engagement (OEDE) negotiated a Business Plan Competition with Space Florida and Innovation Coast.
- The Florida Small Business Development Center (FSBDC) provided assistance to local small businesses affected by the 100-year flooding in Northwest Florida in April 2014. Within one week of official Disaster Declarations, FSBDC set up temporary offices for two FSBDC Disaster Consultants and two offices for SBA Disaster Team Members in the Greater Pensacola Chamber facility.
- FSBDC established a formal partnership with Santa Rosa County Economic Development Office.
- SBDC clients reported economic impacts as follows: 1,583 clients; 15 loans approved for \$22,228,000; 35 owner/other investment for \$4,960,000; \$27,188,100 total capital infusion; \$2,699,500 sales increase; 53 business starts; 152 jobs created; 125 jobs retained; 114 training events (1,514 attendees); and 5,499.83 consulting hours.

Community and Business Engagement

STRENGTHEN QUALITY AND REPUTATION OF COMMITMENT TO COMMUNITY AND BUSINESS ENGAGEMENT

During 2013-2014, UWF intensified its efforts to establish mutually beneficial networks by working with alumni, business and industry, educational, military, governmental, non-profit, and other partners in the region and beyond, as well as to assess the impact of these efforts.

- UWF completed documentation and submitted an application for Carnegie's Community Engagement classification on April 15, 2014. Results will be announced in January 2015.
- The Combined Rotary Clubs of Pensacola and UWF's College of Business partnered to present Ethics in Business Awards in the community.
- Through Business Enterprises, Inc., (BEI), UWF continued to work on agreements to finance, design, and construct, lease, lease-purchase, and/or purchase the operations and facilities necessary and desirable to meet UWF's mission and strategic priorities (e.g., East Campus Development, University Park, NW Retirement Village).
- BEI broke ground on the 14,000 square foot East Campus Restaurant Development site, which is scheduled for occupancy in Summer 2015.
- BEI selected a Master Developer for University Park and Northwest Village projects; the Master Developer completed a feasibility study for West Campus, giving a positive recommendation to proceed with independent and assisted living housing.
- UWF Historic Trust renovated the TT Wentworth, Jr., Florida State Museum to accommodate the City of Five Flags Exhibit.
- UWF Historic Trust built the Governor's Garden to help celebrate Florida's 500th anniversary.



- The UWF Foundation partnered with Gulf Power to develop the Voices of Pensacola Multicultural Center at the Beacon Building.
- Argo Pantry was created to provide a campus pantry that will sustain currently enrolled UWF students with free, healthy food and basic personal care items for times of need.
- Partnering with the City of Pensacola, UWF led an initiative to promote music appreciation throughout Pensacola by installing pianos in various locations for public use.
- WUWF launched the Florida Public Radio Emergency Network (FPREN), a partnership with the Florida Division of Emergency Management and Florida public radio stations.
- WUWF redesigned its website to a news-rich platform through a strategic partnership with NPR.
- UWF partnered with Gulf Islands National Seashore, bringing educational opportunities to the park.

INCREASE LEVELS OF COMMUNITY AND BUSINESS ENGAGEMENT

Among many areas in University Advancement, managing fundraising and gift giving activities are ventures that further strengthen relationships between UWF and its community and business partners.

- Private gifts in 2013-2014 exceeded the 2012-2013 fundraising goal (\$4.1 million in total gifts).
- Additionally, faculty and staff giving achieved the highest participation rate in University history.
- As UWF's 50th Anniversary approaches in 2017, UWF has embarked on historic and ambitious multimillion dollar comprehensive campaign to help raise funds and awareness for the strategic priorities of the University and to ensure the University's place among the nation's top comprehensive universities, further raise UWF's visibility nationally and internationally, and maintain UWF's legacy and heritage as a center of higher education excellence for the future.
- The 50th Anniversary celebration will include a focus on alumni and community engagement, a comprehensive communications plan, and a major gift fund-raising campaign.

In 2013-2014, UWF's Division of Continuing Education continued to attract and enroll a diverse and talented group of non-traditional students in the pursuit of lifelong learning, as well as students seeking for-credit degrees and certificates online. The students included executives, professionals, educators, career-changers, military personnel, and many others. Continuing Education:

- Offered credit and non-credit courses that focused on developing skilled professionals in specific fields to meet local, regional, and state workforce needs.
- Offered opportunities for workforce development with the Pharmacy Technician Exam Prep Course, Medical Billing and Coding Professional Course, Project Management Professional Exam Prep Course, and IT training through the Florida Hire Ed program.
- Was recognized by the United States Department of Labor for the Florida Hire Ed grant program for its ability to provide effective strategies to meet the job placement goals of its participants.
- Provided Navy Federal Credit Union, the world's largest credit union, with numerous credit and non-credit courses that support the professional needs of employees and help prepare them for advancement into positions of greater responsibility. UWF awarded 29 certificates in areas such as Financial Institutions, Human Resources Management, and Management Development.
- Conducted training needs assessments to determine employers' training gaps and obtained funding for a variety of training opportunities at UWF (e.g., Lean Manufacturing, which is a process improvement method that eliminates waste; management development workshops to the 23 firms associated with the Workforce Development Board of Okaloosa and Walton Counties' TeCMEN consortium).
- Managed online for-credit certificate programs in Intelligence Analysis, Geographic Information Science, Human Performance Technology, Network Management and Design, and Arabic Language and Culture.
- Managed online graduate level courses that prepare professionals for certifications in the field of Applied Behavior Analysis.



- Supported PK-12 education by providing an online alternative teacher certification program and practicing educators with training and education to meet continuing education requirements.
- Offered 36 Explore Summer Camps (ESC) focusing on STEM skills, art, music, and history to more than 744 young people. Of the students participating in ESC, 10% have elected to attend UWF.
- UWF's Leisure Learning Society continued to provide social and educational opportunities for adults 55 and older.

UWF students and student organizations, faculty, and staff were actively engaged in the community in 2013-2014:

- 176 unique student organizations volunteered 4,593 hours.
- Service learning and field study course students volunteered 21,964 service hours.
- UWF clocked 35,364 hours of public and community service overall.

INCREASE COMMUNITY AND BUSINESS WORKFORCE

A core component of UWF's mission is to foster student learning and development to include the knowledge, skills, and dispositions that optimize students' prospects for personal and professional success. In 2013-2014:

- UWF garnered broad-based involvement by the UWF community to develop a Quality Enhancement Plan that addresses a well-defined and focused topic or issue vital to the long-term improvement of student learning at UWF, while fulfilling a requirement of the regional accrediting body (SACSCOC). The focus of UWF's QEP will be "Communication for Professional Success: Using High-Impact Practices to Improve Students' Written and Oral Communication."
- UWF collaborated with business, educational, and community partners to expand opportunities for students to engage in high-impact, experiential learning activities that educational research indicates improve student engagement, learning, retention, and subsequent job placement and professional success (e.g., internships, research, service learning, study abroad, practicum placements, and related professional experiences).
- UWF's College of Business partnered with Pensacola Young Professionals and the Greater Pensacola Chamber to create Internship Pensacola, which provides students with summer internships with local businesses and industry. Seventy percent of participants were either hired by the company hosting the internship or immediately at another company via new contacts made by the Pensacola Young Professionals.
- The FL Department of Education identified UWF's Executive Mentor program as a "Best Practice." The Executive Mentor Program expanded to 50 pairs of business leaders and College of Business students in both the Fall 2013 and Spring 2014 semesters.
- The College of Business and Executive Mentor program sponsored the first annual Women in Leadership conference, attracting over 400 attendees.
- Career Services created industry-specific recruiting events: Summer Job and Internship Fair, Reverse Career Fair highlighting leaders in student organizations, and inaugural Careers in Healthcare Panel. Results included a 91% increase in employer attendance and an 18% increase for students; student attendance at employer-hosted events increased by 33% from 2012-2013.
- Career Services hosted on-the-go career services on 96 separate occasions and served more than 250 students through this service.
- Career Services observed a 15% increase in the number of full-time jobs posted on JasonQuest. A new "request a consult" link on the website led to a 75% increase in employer consultations.



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Section 1 – Financial Resources

TABLE 1A. University Education and General Revenues

	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Estimates
MAIN OPERATIONS					
Recurring State Funds	\$57,860,010	\$52,322,084	\$52,553,848	\$67,506,358	\$70,475,253
Non-Recurring State Funds	\$837,797	\$595,446	-\$7,694,722	\$3,496,375	\$11,504,356
Tuition	\$32,074,779	\$34,238,538	\$37,109,812	\$36,968,684	\$36,262,140
Tuition Differential Fee	\$2,600,681	\$4,327,513	\$7,846,391	\$8,144,616	\$8,156,296
Misc. Fees & Fines	\$1,380,486	\$1,482,352	\$1,224,537	\$892,387	\$1,380,339
Phosphate Research TF	\$0	\$0	\$0	\$0	\$0
Federal Stimulus Funds	\$4,321,645	\$0	\$0	\$0	\$0
SUBTOTAL	\$99,075,398	\$92,965,933	\$91,039,866	\$117,008,420	\$127,778,384

Recurring State Funds: State recurring funds include general revenue and lottery education & general (E&G) appropriations and any administered funds provided by the state, including annual adjustments of risk management insurance premiums for the estimated year. This does not include technical adjustments or transfers made by universities after the appropriation. Please note: for estimated 2013-14 this figure includes the non-recurring \$300 M system budget reduction. - Source: For actual years, SUS Final Amendment Packages; for estimated year the 2013-14 Allocation Summary and Workpapers (Total E&G general revenue & lottery minus non-recurring) and Board of Governors staff calculations for risk management insurance adjustments. **Non-Recurring State Funds:** State non-recurring funds include general revenue and lottery education & general appropriations and any administered funds provided by the state. This does not include technical adjustments or transfers made by Universities after the appropriation - Source: non-recurring appropriations section of the annual Allocation Summary and Workpapers document and all other non-recurring budget amendments allocated later in the fiscal year. **Tuition:** Actual resident & non-resident tuition revenues collected from students, net of fee waivers. - Source: Operating Budget, Report 625 – Schedule I-A. **Tuition Differential Fee:** Actual tuition differential revenues collected from undergraduate students - Source: Operating Budget, Report 625 – Schedule I-A. **Miscellaneous Fees & Fines:** Other revenue collections include items such as application fees, late registration fees, library fines, miscellaneous revenues. This is the total revenue from Report 625 minus tuition and tuition differential fee revenues. This does not include local fees - Source: Operating Budget, Report 625 – Schedule I-A. **Phosphate Research Trust Fund:** State appropriation for the Florida Industrial and Phosphate Research Institute at the University of South Florida (for history years through 2012-13); beginning 2013-14 the Phosphate Research Trust Fund is appropriated through Florida Polytechnic University. Other Operating Trust Funds- For UF-IFAS and UF-HSC, actual revenues from the Incidental Trust Funds and Operations & Maintenance Trust Fund are provided by the University of Florida. Source: Final Amendment Package. **Federal Stimulus Funds:** Non-recurring American Recovery and Reinvestment Act funds appropriated by the state - Source: SUS Final Amendment Package.

In 2013-2014, \$15 million in non-recurring state support was provided to the Board to provide grants to address targeted program areas as identified in the GAP Analysis Report prepared by the Commission on Florida Higher Education Access & Attainment. For FY 2014-2015, these funds were reallocated to the institutions as recurring dollars to support the performance funding initiative.



Section 1 – Financial Resources *(continued)*

TABLE 1B. University Education and General Expenditures

	2009-10 Actual	2010-11 Actual	2011-12 Actual	2012-13 Actual*	2013-14 Actual*
MAIN OPERATIONS					
Instruction/Research	\$48,773,802	\$50,364,679	\$49,225,756	\$59,142,520	\$61,133,744
Administration and Support	\$13,094,301	\$13,539,305	\$12,719,166	\$16,344,356	\$14,450,018
PO&M	\$9,907,685	\$10,164,228	\$10,081,248	\$10,053,167	\$11,294,737
Student Services	\$5,566,721	\$6,584,071	\$6,895,525	\$9,763,065	\$11,006,977
Library/Audio Visual	\$3,101,604	\$3,128,174	\$3,045,394	\$3,666,847	\$3,697,323
Other	\$1,064,878	\$1,204,803	\$1,177,986	\$1,287,378	\$5,023,810
TOTAL	\$81,508,991	\$84,985,260	\$83,145,075	\$100,257,333	\$106,606,609

The table reports the actual and estimated amount of expenditures from revenues appropriated by the legislature for each fiscal year. The expenditures are classified by Program Component (i.e., Instruction/Research, PO&M, Administration, etc...) for activities directly related to instruction, research and public service. The table does not include expenditures classified as non-operating expenditures (i.e., to service asset-related debts), and therefore excludes a small portion of the amount appropriated each year by the legislature. **Note*: FY 2012-2013 reflects a change in reporting expenditures from prior years due to the new carry-forward reporting requirement as reflected in the 2013-2014 SUS Operating Budget Reports. Since these expenditures will now include carry-forward expenditures, these data are no longer comparable to the current-year revenues reported in Table 1A, or prior-year expenditures in Table 1B.**

Instruction & Research: Includes expenditures for state services related to the instructional delivery system for advanced and professional education. Includes functions such as; all activities related to credit instruction that may be applied toward a postsecondary degree or certificate; non-project research and service performed to maintain professional effectiveness; individual or project research; academic computing support; academic source or curriculum development. Source: Operating Budget Summary - Expenditures by Program Activity (or Report 645). **Administration & Support Services:** Expenditures related to the executive direction and leadership for university operations and those internal management services which assist and support the delivery of academic programs. Source: Operating Budget Summary - Expenditures by Program Activity (or Report 645). **PO&M:** Plant Operations & Maintenance expenditures related to the cleaning and maintenance of existing grounds, the providing of utility services, and the planning and design of future plant expansion and modification. **Student Services:** Includes resources related to physical, psychological, and social well being of the student. Includes student service administration, social and cultural development, counseling and career guidance, financial aid, and student admissions and records. **Other:** includes Institutes and Research Centers, Radio/TV, Museums and Galleries, Intercollegiate Athletics, Academic Infrastructure Support Organizations. Source: Operating Budget Summary - Expenditures by Program Activity (or Report 645).



Section 1 – Financial Resources *(continued)*

TABLE 1C. State Funding per Full-Time Equivalent (FTE) Student

	2009-10 Actual	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Actual
Appropriated Funding per FTE					
General Revenue	\$5,788	\$5,593	\$4,771	\$4,051	\$6,860
Lottery Funds	\$623	\$687	\$746	\$559	\$697
Tuition & Fees	\$3,555	\$3,444	\$4,229	\$5,348	\$5,775
Other Trust Funds	\$509	\$462	\$0	\$0	\$0
TOTAL	\$10,475	\$10,186	\$9,745	\$9,958	\$13,333
Actual Funding per FTE					
Tuition & Fees	\$3,529	\$3,857	\$4,175	\$4,746	\$4,897
TOTAL	\$10,448	\$10,599	\$9,691	\$9,356	\$12,454

Notes: (1) FTE is based on actual FTE, not funded FTE; (2) does not include Health-Science Center funds or FTE; (3) FTE for these metrics uses the standard IPEDS definition of FTE, equal to 30 credit hours for undergraduates and 24 for graduates; and (4) actual funding per student is based on actual tuition and E&G fees (does not include local fees) collected. Sources: Appropriated totals from the annual Final Amendment Package data. Actual Student Fees from the Operating Budget 625 reports. This does not include appropriations for special units (i.e., IFAS, Health Science Centers, and Medical Schools). Tuition and fee revenues include tuition and tuition differential fee and E&G fees (i.e., application, late registration, and library fees/fines). Other local fees that do not support E&G activities are not included here (see Board of Governors Regulation 7.003). These data are not adjusted for inflation.

TABLE 1D. University Other Budget Entities

	2009-10 Actual	2010-11 Actual	2011-12 Actual	2012-13 Actual	2013-14 Actual
Auxiliary Enterprises					
Revenues	\$14,648,590	\$16,202,669	\$17,541,096	\$20,426,712	\$21,353,837
Expenditures	\$12,786,119	\$14,394,299	\$15,208,040	\$18,233,451	\$21,991,945
Contracts & Grants					
Revenues	\$20,167,307	\$19,619,573	\$18,183,284	\$22,330,521	\$23,159,318
Expenditures	\$20,032,084	\$19,690,176	\$18,355,005	\$21,134,830	\$22,554,489
Local Funds					
Revenues	\$72,296,518	\$78,825,868	\$85,727,233	\$97,604,224	\$97,988,654
Expenditures	\$71,030,626	\$78,409,422	\$84,562,118	\$96,406,954	\$96,777,830
Faculty Practice Plans					
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0	\$0	\$0

Notes: Revenues do not include transfers. Expenditures do not include non-operating expenditures. **Auxiliary Enterprises** are self-supported through fees, payments and charges. Examples include housing, food services, bookstores, parking services, health centers. **Contract & Grants** resources are received from federal, state or private sources for the purposes of conducting research and public service activities. **Local Funds** are associated with student activity (supported by the student activity fee), student financial aid, concessions, intercollegiate athletics, technology fee, green fee, and student life & services fee. **Faculty Practice Plan** revenues/receipts are funds generated from faculty practice plan activities. Faculty Practice Plan expenditures include all expenditures relating to the faculty practice plans, including transfers between other funds and/or entities. This may result in double counting in information presented within the annual report. Source: Operating Budget, Report 615.



Section 1 – Financial Resources *(continued)*

TABLE 1E. Voluntary Support of Higher Education

	2009-10	2010-11	2011-12	2012-13	2013-14
Endowment Value (\$1000s)	\$50,356	\$55,688	\$47,676	\$53,687	\$61,824
Gifts Received (\$1000s)	\$3,128	\$2,602**	\$3,063	\$2,911	\$4,204
Percentage of Alumni Donors	3.8%*	3.3%*	3.3%*	4.1%	3.9%

Notes: **Endowment value** at the end of the fiscal year, as reported in the annual NACUBO Endowment Study. **Gifts Received** as reported in the Council for Aid to Education's Voluntary Support of Education (VSE) survey in the section entitled "Gift Income Summary," this is the sum of the present value of all gifts (including outright and deferred gifts) received for any purpose and from all sources during the fiscal year, excluding pledges and bequests. (There's a deferred gift calculator at www.cae.org/vse.) The present value of non-cash gifts is defined as the tax deduction to the donor as allowed by the IRS. **Percentage of Alumni Donors** as reported in the Council for Aid to Education's Voluntary Support of Education (VSE) survey in the section entitled "Additional Details," this is the number of alumni donors divided by the total number of alumni, as of the end of the fiscal year. "Alumni," as defined in this survey, include those holding a degree from the institution as well as those who attended the institution but did not earn a degree.

NOTES: * Corrections made to "Alumni Donor" data. Will not match numbers recorded in previous Annual Accountability Reports. ** The 2010-11 "Gifts Received" reflect the VSE reported amount. The actual total of "Gifts Received" was \$2,809,806, with almost \$208,000 of Museum funds being redirected to programs and scholarships. UWF's submittal to VSE for 2010-11 provided a footnote to the \$2.6 million total, and VSE recommended for all other reporting activities that the total activity be reported. Thus, one may find discrepancies in various reports for 2010-11.

TABLE 1F. Tuition Differential Fees (TDF)

	2011-12	2012-13	2013-14
TDF Revenues Generated	\$4,327,513	\$7,846,391	\$8,144,616
Students Receiving TDF Funded Award	675	1,293*	1672
Total Value of TDF Funded Financial Aid Awards	\$1,242	1,405*	\$1,759

Florida Student Assistance Grant (FSAG) Eligible Students

	2011-12	2012-13	2013-14
Number of Eligible Students	4,058	4,508	4,467
Number Receiving a TDF Waiver	319	359	325
Total Value of TDF Waivers	\$482	\$867	\$925

Note: **TDF Revenues Generated** refers to actual tuition differential revenues collected from undergraduate students as reported on the Operating Budget, Report 625 – Schedule I-A. **Students Receiving TDF Funded Award** reports the number of unduplicated students who have received a financial aid award that was funded by tuition differential revenues. **Value of TDF Funded Award** refers to the average value of financial aid awards funded by the Tuition Differential Fee funds. Florida Student Assistance Grant (FSAG) Eligible Students: **Number of Eligible Students** refers to total annual unduplicated count of undergraduates at the institution who are eligible for FSAG in the academic year, whether or not they received FSAG awards. **Number Receiving a TDF Waiver** refers to annual unduplicated count of FSAG-eligible students receiving a waiver, partial or full, of the tuition differential fees at the institution during the academic year, regardless of the reason for the waiver. **Value of TDF Waivers** refers to the average value of waivers provided to FSAG-eligible undergraduates at the institution during the academic year, regardless of the reason for the waiver.

Note: * Corrections made to data that were reported in the 2012-13 Annual Accountability Report.



Section 2 – Personnel

TABLE 2A. Personnel Headcount (in Fall term only)

	2009	2010	2011	2012	2013
Full-time Employees					
Tenured Faculty	157	161	164	157	147
Tenure-track Faculty	57	50	56	70	79
Non-Tenure Track Faculty	104	100	86	99	98
Instructors Without Faculty Status	0	0	0	0	0
Graduate Assistants/Associates	0	0	0	0	0
Non-Instructional Employees	732	740	752	772	806
FULL-TIME SUBTOTAL	1,050	1,051	1,058	1,098	1,130
Part-time Employees					
Tenured Faculty	2	2	0	0	0
Tenure-track Faculty	0	0	0	0	0
Non-Tenure Track Faculty	3	1	1	0	0
Instructors Without Faculty Status	192	239	244	313	289
Graduate Assistants/Associates*	358	361	311	257*	253
Non-Instructional Employees**	9	9	8	265**	286
PART-TIME SUBTOTAL	564	612	564	835	828
TOTAL	1,614	1,663	1,622	1,933	1,958

Note: This table is based on the annual IPEDS Human Resources Survey, and provides full- and part-time medical and non-medical staff by faculty status and primary function/occupational activity. **Tenured and Tenure-Track Faculty** include those categorized within instruction, research, or public service. **Non-Tenure Track Faculty** includes adjunct faculty (on annual and less than annual contracts) and faculty on multi-year contracts categorized within instruction, research, or public service. **Instructors Without Faculty Status** includes postdoctoral research associates, and individuals hired as a staff member primarily to do research on a 3-year contract without tenure eligibility categorized within instruction, research, or public service. **Non-Instructional Employees** includes all executive, administrative and managerial positions regardless of faculty status; as well as, other support and service positions regardless of faculty status. Note: The universities vary on how they classify adjuncts (some include them as non-tenure track faculty while others do not consider them faculty and report them as instructors without faculty status) and part-time non-instructional employees.

Note* Because of the change in the IPEDS definition in 2012, some Graduate Assistants/Associates who would have been reported in earlier years are no longer included. Thus, growth rates for this category at the University will not be comparable between Fall 2012 and any previous year.

Note** Beginning in Fall 2012, UWF reported all OPS non-casual part-time employees to IPEDS and will do so in subsequent years. Thus, growth rates for this category of employees and for total employees at the University will not be comparable between Fall 2012 and any previous year.



Section 3 – Enrollment

TABLE 3A. Headcount Enrollment by Student Type and Level

	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013
TOTAL	11,192	11,645	11,990	12,679	12,607
UNDERGRADUATE					
FTIC (Regular Admit)	3,702	3,894	3,999	4,574	4,430
FTIC (Profile Admit)	196	178	361	527	501
AA Transfers	2,787	2,915	2,980	2,706	2,576
Other Transfers	2,020	2,146	2,128	2,151	2,248
Subtotal	8,705	9,133	9,468	9,958	9,755
GRADUATE					
Master's	1,413	1,567	1,598	1,744	1,843
Research Doctoral	202	189	183	186	147
Professional Doctoral	0	0	0	0	0
<i>Dentistry</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Law</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Medicine</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Nursing Practice</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Pharmacy</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Physical Therapist</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Veterinary Medicine</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Other</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Subtotal	1,615	1,756	1,781	1,930	1,990
UNCLASSIFIED					
	872	756	741	791	862

Note: This table reports the number of students enrolled at the university by student type categories. The determination for undergraduate, graduate and unclassified is based on the institutional class level values. Unclassified refers to a student who has not yet been formally admitted into a degree program but is enrolled. The student type for undergraduates is based on the Type of Student at Time of Most Recent Admission. The student type for graduates is based on the degree that is sought and the student CIP code.



Section 3 – Enrollment *(continued)*

TABLE 3B. Full-Time Equivalent (FTE) Enrollment [State Fundable only]

	2011-12		2012-13		2013-14	
	State-Funded	Actual	State-Funded	Actual	State-Funded	Actual
FLORIDA RESIDENTS						
Lower-Division	1,886	2,332	1,886	2,566	.	2,386
Upper-Division	3,232	3,475	3,232	3,365	.	3,359
Master's (GRAD I)	599	652	599	605	.	559
Doctoral (GRAD II)	54	68	54	64	.	51
Subtotal	5,771	6,527	5,771	6,599	.	6,355
NON-FLORIDA RESIDENTS						
Lower-Division	.	221	.	231	.	232
Upper-Division	.	265	.	267	.	260
Master's (GRAD I)	.	166	.	187	.	189
Doctoral (GRAD II)	.	15	.	14	.	11
Subtotal	444	667	444	699	.	691
TOTAL FTE						
Lower-Division	.	2,553	.	2,797	2,036	2,618
Upper-Division	.	3,740	.	3,631	3,446	3,619
Master's (GRAD I)	.	818	.	791	656	748
Doctoral (GRAD II)	.	83	.	78	77	62
Total	6,215	7,194	6,215	7,298	6,215	7,046
Total (US Definition)	8,287	9,592	8,287	9,730	8,287	9,395

Notes: Full-time Equivalent (FTE) student is a measure of instructional effort (and student activity) that is based on the number of credit hours that students enroll by course level. FTE is based on the Florida definition, which divides undergraduate credit hours by 40 and graduate credit hours by 32 (US definition based on Undergraduate FTE = 30 and Graduate FTE = 24 credit hours). In 2013-14, the Florida Legislature chose to no longer separately identify non-resident and resident funded FTE. **Funded** enrollment as reported in the General Appropriations Act and Board of Governors' Allocation Summary. **Actual** enrollment only reports 'state-fundable' FTE as reported by Universities to the Board of Governors in the Student Instruction File (SIF). Totals are actual and may not equal sum of reported student levels due to rounding of student level FTE. Total FTE are equal in tables 3B and 3C.



Section 3 – Enrollment *(continued)*

TABLE 3C. Full-Time Equivalent (FTE) Enrollment by Method of Instruction

	2010-11	2011-12	2012-13	2013-14
TRADITIONAL				
Lower-division	1,128	1,524	1,883	1,582
Upper-Division	1,527	1,860	1,876	1,874
Master's (GRAD 1)	194	253	263	256
Doctoral (GRAD 2)	30	37	31	22
Total	2,879	3,674	4,054	3,734
HYBRID				
Lower-division	852	610	380	490
Upper-Division	998	738	424	470
Master's (GRAD 1)	185	139	68	57
Doctoral (GRAD 2)	23	14	17	12
Total	2,058	1,501	888	1,029
DISTANCE LEARNING				
Lower-division	459	420	535	546
Upper-Division	1,133	1,142	1,331	1,275
Master's (GRAD 1)	448	426	460	435
Doctoral (GRAD 2)	34	32	30	27
Total	2,075	2,020	2,356	2,284
TOTAL				
Lower-division	2,439	2,553	2,797	2,618
Upper-Division	3,658	3,740	3,631	3,619
Master's (GRAD 1)	827	818	791	748
Doctoral (GRAD 2)	87	84	78	62
Total	7,011	7,195	7,298	7,046

Note: Full-time Equivalent (FTE) student is a measure of instructional effort (and student activity) that is based on the number of credit hours that students enroll by course level. FTE is based on the Florida definition, which divides undergraduate credit hours by 40 and graduate credit hours by 32. **Distance Learning** is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), *F.S.*). **Hybrid** is a course where 50% to 79% of the instruction is delivered using some form of technology, when the student and instructor are separated by time or space, or both (per SUDS data element 2052). **Traditional (and Technology Enhanced)** refers to primarily face to face instruction utilizing some form of technology for delivery of supplemental course materials for *no more* than 49% of instruction (per SUDS data element 2052). Totals are actual and may not equal sum of reported student levels due to rounding of student level FTE. Total FTE are equal in tables 3B and 3C.



Section 3 – Enrollment *(continued)*

TABLE 3D. Headcount Enrollment by Military Status and Student Level

	Fall 2010	Fall 2011	Fall 2012	Fall 2013
MILITARY				
Unclassified	38	27	30	30
Undergraduate	444	723	792	776
Master's (GRAD 1)	123	185	206	160
Doctoral (GRAD 2)	9	16	15	16
Total	614	951	1,043	982
ELIGIBLE DEPENDENT				
Unclassified	0	1	2	3
Undergraduate	124	218	242	235
Master's (GRAD 1)	9	11	19	22
Doctoral (GRAD 2)	1	2	2	1
Total	134	232	265	261
NON-MILITARY				
Unclassified	716	711	759	829
Undergraduate	8,567	8,529	8,924	8,744
Master's (GRAD 1)	1,363	1,342	1,479	1,634
Doctoral (GRAD 2)	251	225	209	157
Total	10,897	10,807	11,371	11,364

Note: This table provides trend data on the number of students enrolled based on their military status. **Military** includes students who were classified as Active Duty, Veterans, National Guard, or Reservist. **Eligible Dependents** includes students who were classified as eligible dependents (dependents who received veteran's benefits). **Non-Military** includes all other students.

TABLE 3E. University Access Rate: Undergraduate Enrollment with Pell Grant

	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013
Pell Grant Recipients	2,600	3,179	3,576	3,916	3,888
Percent with Pell Grant	30%	35%	38%	39%	40%

Note: This table reports the University's Access Rate, which is a measure of the percentage of undergraduate students (excludes Non-Resident Aliens) who have received a federal Pell grant award during a given Fall term. The top row reports the number of students who received a Pell Grant award. The bottom row provides the percentage of eligible students that received a Pell Grant award.



Section 4 – Undergraduate Education

TABLE 4A. Baccalaureate Degree Program Changes in AY 2013-14

Title of Program	Six-digit CIP Code	Degree Level	Date of UBOT Action	Starting or Ending Term	Comments
New Programs					
None					
Terminated Programs					
None					
Programs Suspended for New Enrollments					
Junior High/Intermediate/Middle School Education and Teaching	13.1203	Bachelors	-	2012 FALL	
French Language and Literature	16.0901	Bachelors	-	2009 SPRING	
Spanish Language and Literature	16.0905	Bachelors	-	2009 SPRING	
Sociology	45.1101	Bachelors	-	2009 SPRING	
Art History, Criticism and Conservation	50.0703	Bachelors	-	2009 SPRING	
New Programs Considered By University But Not Approved					
None					

Note: This table does not include new majors or concentrations added under an existing degree program CIP Code. This table reports the new and terminated program changes based on Board action dates between May 5, 2013 and May 4, 2014.

New Programs are proposed new degree programs that have been completely through the approval process at the university and, if appropriate, the Board of Governors. Does not include new majors or concentrations added under an existing degree program CIP Code.

Terminated Programs are degree programs for which the entire CIP Code has been terminated and removed from the university's inventory of degree programs. Does not include majors or concentrations terminated under an existing degree program CIP Code if the code is to remain active on the academic degree inventory.

Programs Suspended for New Enrollments are degree programs for which enrollments have been temporarily suspended for the entire CIP Code, but the program CIP Code has not been terminated. Does not include majors or concentrations suspended under an existing degree program CIP Code if the code is to remain active on the academic degree inventory and new enrollments in any active major will be reported. Programs included in this list may have been suspended for new enrollments sometime in the past and have continued to be suspended at least one term of this academic year.

New Programs Considered by University But Not Approved includes any programs considered by the university board of trustees, or any committee of the board, but not approved for implementation. Also include any programs that were returned prior to board consideration by the university administration for additional development, significant revisions, or re-conceptualization; regardless of whether the proposal was eventually taken to the university board for approval. Count the returns once per program, not multiple times the proposal was returned for revisions, unless there is a total re-conceptualization that brings forward a substantially different program in a different CIP Code.



Section 4 – Undergraduate Education *(continued)*

TABLE 4B. Full-time, First-Time-in-College (FTIC) Retention Rates
Retained in the Second Fall Term at Same University

	2009-10	2010-11	2011-12	2012-13	2013-14 Preliminary
<i>Cohort Size</i>	1,123	1,177	1,237	1,625	1,316
% Retained	73%	74%	71%	70%	74%
% Retained <i>with GPA of 2.0 or higher</i>	66%	68%	62%	61%	65%

Notes: **Cohorts** are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term). **Percent Retained** is based on student enrollment in the Fall term following their first year. **Percent Retained with GPA Above 2.0** is based on student enrollment in the Fall term following their first years for those students with a GPA of 2.0 or higher at the end of their first year (Fall, Spring, Summer). The most recent year of Retention data is based on preliminary data (SIFP file) that is comparable to the final data (SIF file) but may be revised in the following years based on changes in student cohorts.

TABLE 4C. Full-time, First-Time-in-College (FTIC) Six-Year Graduation Rates

Term of Entry	2004-10	2005-11	2006-12	2007-13	2008-14 Preliminary
<i>Cohort Size</i>	858	829	861	912	1,033
% Graduated	47%	48%	45%	42%	51%
<i>% Still Enrolled</i>	9%	7%	8%	7%	7%
<i>% Success Rate</i>	56%	55%	53%	49%	58%

Notes: **Cohorts** are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term). **Percent Graduated** is based on federal rate and does not include students who originally enroll as part-time students, or who transfer into the institution. This metric complies with the requirements of the federal Student Right to Know Act that requires institutions to report the completion status at 150% of normal time (or six years). **Success Rate** measures the percentage of an initial cohort of students who have either graduated or are still enrolled at the same university. Since degrees can be awarded after the last semester of coursework, the most recent year of data in this table provides preliminary data that may change with the addition of "late degrees". Late degrees reported in conjunction with the IPEDS Graduation Rate Survey due in mid-April will be reflected in the following year.



Section 4 – Undergraduate Education *(continued)*

TABLE 4D. FTIC Graduation Rates *(includes Full- and Part-time students)*

4 – Year Rates	2006-10	2007-11	2008-12	2009-13	2010-14 Preliminary
Cohort Size	996	1,028	1,099	1,199	1,237
Same University	22%	20%	26%	25%	25%
Other SUS University	2%	2%	2%	2%	2%
TOTAL	24%	22%	28%	27%	27%

6 – Year Rates	2004-10	2005-11	2006-12	2007-13	2008-14 Preliminary
Cohort Size	951	932	996	1,028	1,099
Same University	46%	46%	44%	42%	50%
Other SUS University	6%	6%	6%	8%	5%
TOTAL	52%	52%	49%	50%	56%

Notes: (1) **Cohorts** are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term). First-time-in-college (FTIC) cohort is defined as undergraduates entering in fall term (or summer continuing to fall) with fewer than 12 hours earned after high school graduation. Students of degree programs longer than four years (eg, PharmD) are included in the cohorts. The initial cohorts can be revised to remove students, who have allowable exclusions as defined by IPEDS, from the cohort. (2) **Graduates** are students in the cohort who have graduated by the summer term in their fourth or sixth year. Degree data often includes 'late degrees' which are degrees that were awarded in a previous term, but reported to SUDS later; so, the most recent year of data in this table only provides preliminary graduation rate data that may change with the addition of "late degrees". Late degrees reported in conjunction with the IPEDS Graduation Rate Survey due in mid-February will be reflected in the following year. **Same University** provides data for students in the cohort who graduated from the same institution. **Other SUS University** provides data for students in the cohort who graduated from a different SUS institution. **Outside the SUS** provides data for students in the cohort who did not graduate from the SUS, but did graduate from another institution outside the State University System.



Section 4 – Undergraduate Education *(continued)*

TABLE 4E. AA Transfer Graduation Rates

2 – Year Rates	2008-10	2009-11	2010-12	2011-13	2012-14 Preliminary
Cohort Size	662	747	730	749	635
Same University	27%	29%	31%	23%	24%
Other SUS University	0%	0%	0%	0%	0%
State University System	27%	29%	32%	23%	24%

4 – Year Rates	2006-10	2007-11	2008-12	2009-13	2010-14 Preliminary
Cohort Size	606	712	662	747	730
Same University	69%	61%	66%	65%	62%
Other SUS University	1%	1%	1%	2%	1%
State University System	70%	63%	68%	67%	63%

Notes: AA Transfer cohort is defined as undergraduates entering in the fall term (or summer continuing to fall) and having earned an AA degree from an institution in the Florida College System. (1) Cohorts are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term); (2) Success Rate measures the percentage of an initial cohort of students who have either graduated or are still enrolled; (3) since degrees can be awarded after the last semester of coursework, the most recent year of data in this table provides preliminary graduation rate data that may change with the addition of "late degrees." Late degrees reported in conjunction with the IPEDS Graduation Rate Survey due in mid-April will be reflected in the following year.

TABLE 4F. Other Transfer Graduation Rates

5 – Year Rates	2005-10	2006-11	2007-12	2008-13	2009-14 Preliminary
Cohort Size	683	724	724	654	675
Same University	56%	55%	52%	52%	53%
Other SUS University	3%	2%	2%	2%	2%
State University System	59%	56%	54%	54%	55%

Notes: (1) Cohorts are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term); (2) Success Rate measures the percentage of an initial cohort of students who have either graduated or are still enrolled; (3) since degrees can be awarded after the last semester of coursework, the most recent year of data in this table provides preliminary graduation rate data that may change with the addition of "late degrees." Late degrees reported in conjunction with the IPEDS Graduation Rate Survey due in mid-April will be reflected in the following year.



Section 4 – Undergraduate Education *(continued)*

TABLE 4G. Baccalaureate Degrees Awarded

	2009-10	2010-11	2011-12	2012-13	2013-14
TOTAL (First Majors)	1,702	1,903	2,053	1,969	1,923
TOTAL (Second Majors)	58	35	29	28	34

Note: This table reports the number of degrees awarded by academic year. **First Majors** include the most common scenario of one student earning one degree in one Classification of Instructional Programs (CIP) code. In those cases where a student earns a baccalaureate degree under two different degree CIPs, a distinction is made between "dual degrees" and "dual majors." Also included in first majors are "dual degrees" which are counted as separate degrees (i.e., counted twice). In these cases, both degree CIPs receive a "degree fraction" of 1.0. **Second Majors** include all dual/second majors (i.e., degree CIP receive a degree fraction that is less than 1). The calculation of degree fractions is made according to each institution's criteria. The calculation for the number of second majors rounds each degree CIP's fraction of a degree up to 1 and then sums the total. Second Majors are typically used when providing degree information by discipline/CIP, to better convey the number of graduates who have specific skill sets associated with each discipline.

TABLE 4H. Baccalaureate Degrees in Programs of Strategic Emphasis (PSE)
[Includes Second Majors]

	2009-10	2010-11	2011-12	2012-13	2013-14
STEM	285	320	336	363	357
HEALTH	85	183	226	251	347
GLOBALIZATION	39	36	35	36	35
EDUCATION	252	269	175	161	153
GAP ANALYSIS	114	118	78	88	87
SUBTOTAL	775	926	850	899	979
PSE PERCENT OF TOTAL	44%	48%	41%	45%	50%

Notes: This is a count of baccalaureate degrees awarded within specific Programs of Strategic Emphasis, as determined by the Board of Governors staff with consultation with business and industry groups and input from universities – for more information see: http://www.flbog.edu/pressroom/strategic_emphasis/. The Board of Governors revised the list of Programs of Strategic Emphasis in November 2013, and the new categories were applied to the historical degrees. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included).



Section 4 – Undergraduate Education *(continued)*

TABLE 4I. Baccalaureate Degrees Awarded to Underrepresented Groups

	2009-10	2010-11	2011-12	2012-13	2013-14
Non-Hispanic Black					
Number of Degrees	146	157	214	159	181
Percentage of Degrees	9%	8%	11%	8%	9%
Hispanic					
Number of Degrees	80	87	104	127	149
Percentage of Degrees	5%	5%	5%	7%	8%
Pell-Grant Recipients					
Number of Degrees	647	811	965	956	932
Percentage of Degrees	39%	43%	48%	50%	49%

Note: **Non-Hispanic Black** and **Hispanic** do not include students classified as Non-Resident Alien or students with a missing race code. Students who earn two distinct degrees in the same term are counted twice – whether their degrees are from the same six-digit CIP code or different CIP codes. Students who earn only one degree are counted once – even if they completed multiple majors or tracks. Percentage of Degrees is based on the number of baccalaureate degrees awarded to non-Hispanic Black and Hispanic students divided by the total degrees awarded - excluding those awarded to non-resident aliens and unreported.

Pell-Grant recipients are defined as those students who have received a Pell grant from any SUS Institution within six years of graduation - excluding those awarded to non-resident aliens, who are only eligible for Pell grants in special circumstances. Percentage of Degrees is based on the number of baccalaureate degrees awarded to Pell recipients, as shown above, divided by the total degrees awarded - excluding those awarded to non-resident aliens.

Notes on Trends: In 2007, the US Department of Education re-classified the taxonomy for self-reported race/ethnicity categories and allowed universities a two-year phase-in process before all institutions were required to report based on the new categories for the 2011-12 academic year. This reclassification will impact trends.



Section 4 – Undergraduate Education *(continued)*

TABLE 4J. Baccalaureate Degrees Without Excess Credit Hours

	2009-10	2010-11	2011-12	2012-13*	2013-14
FTIC	55%	55%	60%	50%	52%
AA Transfers	76%	75%	76%	75%	78%
Other Transfers	72%	69%	70%	72%	72%
TOTAL	68%	68%	70%	65%	67%

Notes: This table is based on statute 1009.286 (see [link](#)), and excludes certain types of student credits (i.e., accelerated mechanisms, remedial coursework, non-native credit hours that are not used toward the degree, non-native credit hours from failed, incomplete, withdrawn, or repeated courses, credit hours from internship programs, credit hours up to 10 foreign language credit hours for transfer students in Florida, and credit hours earned in military science courses that are part of the Reserve Officers' Training Corps (ROTC) program). This metric is not the same as the Excess Hours Surcharge, which has multiple cohorts with varying fee rates. This table reports the percentage of baccalaureate degrees awarded within 110% of the catalog hours required for a degree based on the Board of Governors Academic Program Inventory. This calculation is based on Hours To Degree data submitted by universities to the Board of Governors and excludes recent graduates who have already earned a baccalaureate degree.

Note*: Improvements were made to data collection process beginning with 2012-13 data to better account for high school dual enrolled credits that are exempt from the excess hour calculation. Also, 2012-13 data marked a slight methodological change in how the data is calculated. Each CIP code's required number of 'catalog hours' was switched to the officially approved hours as reported within the Board of Governors' Academic Program Inventory – instead of the catalog hours reported by the university on the HTD files.

TABLE 4K. Undergraduate Course Offerings

	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013
Number of Course Sections	866	885	915	938	932

Percentage of Undergraduate Course Sections by Class Size

	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013
Fewer than 30 Students	60%	58%	58%	59%	60%
30 to 49 Students	32%	33%	33%	30%	31%
50 to 99 Students	6%	7%	7%	9%	8%
100 or More Students	2%	1%	1%	1%	1%

Notes: This data is based on Common Data Set (CDS) definitions. According to CDS, a "class section is an organized course offered for credit, identified by discipline and number, meeting at a stated time or times in a classroom or similar setting, and not a subsection such as a laboratory or discussion session. Undergraduate class sections are defined as any sections in which at least one degree-seeking undergraduate student is enrolled for credit. Exclude distance learning classes and noncredit classes and individual instruction such as dissertation or thesis research, music instruction, or one-to-one readings. Exclude students in independent study, co-operative programs, internships, foreign language taped tutor sessions, practicums, and all students in one-on-one classes.

* Note: Numbers may not match numbers (production data) provided in previous Annual Accountability Reports. Data have been corrected to match data submitted to the Board of Governors via the Final Student Instruction Files.



Section 4 – Undergraduate Education *(continued)*

TABLE 4L. Percentage of Undergraduate Credit Hours Taught by Instructor Type

	2009-10	2010-11	2011-12	2012-13	2013-14
Faculty	62%	64%	62%	62%	63%
Adjunct Faculty	30%	27%	30%	32%	32%
Graduate Students	5%	5%	5%	5%	2%
Other Instructors	3%	3%	2%	2%	2%

Note: The total number of undergraduate state fundable credit hours taught will be divided by the undergraduate credit hours taught by each instructor type to create a distribution of the percentage taught by each instructor type. Four instructor types are defined as faculty (pay plans 01, 02, and 22), OPS faculty (pay plan 06), graduate student instructors (pay plan 05), and others (all other pay plans). If a course has more than one instructor, then the university's reported allocation of section effort will determine the allocation of the course's total credit hours to each instructor. The definition of faculty varies for Tables 4L, 4M and 4N. For Faculty Teaching Undergraduates, the definition of faculty is based on pay plans 01, 02, and 22.

TABLE 4M. Student/Faculty Ratio

	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013
Ratio	22.1	23.0	23.8	23.0	24.0

Note: This data is based on Common Data Set (CDS) definitions. This is the Fall ratio of full-time equivalent students (full-time plus 1/3 part time) to full-time equivalent instructional faculty (full time plus 1/3 part time). The ratio calculations, exclude both faculty and students in stand-alone graduate or professional programs such as medicine, law, veterinary, dentistry, social work, business, or public health in which faculty teach virtually only graduate-level students. Undergraduate or graduate student teaching assistants are not counted as faculty.

TABLE 4N. Professional Licensure/Certification Exams for Undergraduates

Nursing: *National Council Licensure Examination for Registered Nurses*

	2009	2010	2011	2012	2013
Examinees	33	32	29	38	34
First-time Pass Rate	94%	94%	93%	100%	88%
<i>National Benchmark</i>	90%	89%	89%	92%	85%

Note: Pass rate for first-time examinees for the National Council Licensure Examination for Registered Nurses (NCLEX-RN) are based on the performance of graduates of baccalaureate nursing programs. National benchmark data is based on Jan-Dec NCLEX-RN results for first-time examinees from students in US-educated baccalaureate degree programs as published by the National Council of State Boards of Nursing.



Section 4 – Undergraduate Education *(continued)*

TABLE 40. Post-Graduation Metrics

Percent of Bachelor’s Graduates Employed Full-time or Continuing their Education, One Year After Graduation

	2008-09	2009-10	2010-11*	2011-12	2012-13
Percent Found Employed or Enrolled	n/a	n/a	60%	65%	67%
<i>Percent Found</i>	<i>n/a</i>	<i>n/a</i>	<i>86%</i>	<i>87%</i>	<i>88%</i>

Notes: **Percent Found Employed or Enrolled** is based on the number of recent baccalaureate graduates who are either employed full-time or continuing their education within one year after graduation. The employed data now includes non-Florida data that is available from the Wage Record Interchange System 2 (known as "WRIS 2") and Federal employee and military data that is available from the Federal Employment Data Exchange System (FEDES) initiative. Full-time employment is based on those who earned more than a full-time (40hrs a week) worker making minimum wage. Due to limitations in the data, the continuing enrollment data includes any enrollment the following year regardless of whether the enrollment was post-baccalaureate or not.

Note*: Non-Florida employment data was not included in 2010-11 data.

Percent Found refers to the percentage of graduates found in the dataset – including those that did not earn wages above the full-time threshold and those who were found outside of the one-year window.

For more information about the methodology see: http://www.flbog.edu/about/budget/performance_funding.php.

For more information about WRIS2 see: http://www.doleta.gov/performance/wris_2.cfm.

For more information about FEDES see: <http://www.ubalt.edu/jfi/fedes/>.

Median Wages of Bachelor’s Graduates Employed Full-time in Florida, One Year After Graduation

	2008-09	2009-10	2010-11	2011-12	2012-13
Median Wage	n/a	n/a	\$31,000	\$31,000	\$32,900
<i>Percent Found</i>	<i>n/a</i>	<i>n/a</i>	<i>45%</i>	<i>46%</i>	<i>49%</i>

Notes: **Median Wage** data is based on Florida’s annualized Unemployment Insurance (UI) wage data for those graduates who earned more than a full-time employee making minimum wage in the fiscal quarter a full year after graduation. This UI wage data does not include individuals who are self-employed, employed out of state, employed by the military or federal government, or those without a valid social security number. This wage data includes graduates who were both employed and enrolled. Wages rounded to nearest hundreds. **Percent Found** refers to the percentage of graduates found in the dataset – including those that did not earn wages above the full-time threshold and those who were found outside of the one-year window.



Section 5 – Graduate Education

TABLE 5A. Graduate Degree Program Changes in AY 2013-14

Title of Program	Six-digit CIP Code	Degree Level	Date of UBOT Action	Starting or Ending Term	Date of Board of Governors Action	Comments
New Programs						
None						
Terminated Programs						
None						
Programs Suspended for New Enrollments						
Mathematics Teacher Education	13.1311	Masters	-	2012 FALL		
Science Teacher Education/General Science Teacher Education	13.1316	Masters	-	2009 SPRING		
Social Science Teacher Education	13.1317	Masters	-	2009 SPRING		
New Programs Considered By University But Not Approved						
None						

Note: This table does not include new majors or concentrations added under an existing degree program CIP Code. This table reports the new and terminated program changes based on Board action dates between May 5, 2013 and May 4, 2014.

New Programs are proposed new degree programs that have been completely through the approval process at the university and, if appropriate, the Board of Governors. Does not include new majors or concentrations added under an existing degree program CIP Code.

Terminated Programs are degree programs for which the entire CIP Code has been terminated and removed from the university's inventory of degree programs. Does not include majors or concentrations terminated under an existing degree program CIP Code if the code is to remain active on the academic degree inventory.

Programs Suspended for New Enrollments are degree programs for which enrollments have been temporarily suspended for the entire CIP Code, but the program CIP Code has not been terminated. Does not include majors or concentrations suspended under an existing degree program CIP Code if the code is to remain active on the academic degree inventory and new enrollments in any active major will be reported. Programs included in this list may have been suspended for new enrollments sometime in the past and have continued to be suspended at least one term of this academic year.

New Programs Considered by University But Not Approved includes any programs considered by the university board of trustees, or any committee of the board, but not approved for implementation. Also include any programs that were returned prior to board consideration by the university administration for additional development, significant revisions, or re-conceptualization; regardless of whether the proposal was eventually taken to the university board for approval. Count the returns once per program, not multiple times the proposal was returned for revisions, unless there is a total re-conceptualization that brings forward a substantially different program in a different CIP Code.



Section 5 – Graduate Education *(continued)*

TABLE 5B. Graduate Degrees Awarded

	2009-10	2010-11	2011-12	2012-13	2013-14
TOTAL (First Majors)	496	621	581	625	674
TOTAL (Second majors)	0	0	0	0	0
Masters and Specialist (first majors)	475	594	563	588	651
Research Doctoral (first majors)	21	27	18	37	23
Professional Doctoral (first majors)	0	0	0	0	0
<i>Dentistry</i>	0	0	0	0	0
<i>Law</i>	0	0	0	0	0
<i>Medicine</i>	0	0	0	0	0
<i>Nursing Practice</i>	0	0	0	0	0
<i>Pharmacy</i>	0	0	0	0	0
<i>Physical Therapist</i>	0	0	0	0	0
<i>Veterinary Medicine</i>	0	0	0	0	0
<i>Other</i>	0	0	0	0	0

Note: This table reports the total number of graduate level degrees that were awarded by academic year as well as the number by level. The table provides a breakout for the Professional Doctoral degrees.

TABLE 5C. Graduate Degrees Awarded in Areas of Strategic Emphasis
[Includes Second Majors]

	2009-10	2010-11	2011-12	2012-13	2013-14
STEM	83	100	77	93	97
HEALTH	12	20	23	28	39
GLOBALIZATION	0	0	0	0	0
EDUCATION	138	159	129	121	153
GAP ANALYSIS	17	22	15	29	25
SUBTOTAL	250	301	244	271	314
PSE PERCENT OF TOTAL	50%	48%	42%	43%	47%

Notes: This is a count of graduate degrees awarded within specific Programs of Strategic Emphasis, as determined by the Board of Governors staff with consultation with business and industry groups and input from universities – for more information see: http://www.flbog.edu/pressroom/strategic_emphasis/. The Board of Governors revised the list of Programs of Strategic Emphasis in November 2013, and the new categories were applied to the historical degrees. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included). Note: The denominator used in the percentage includes second majors.



Section 5 – Graduate Education *(continued)*

TABLE 6A. Research and Development

	2008-09	2009-10	2010-11	2011-12	2012-13
R&D Expenditures					
Total (S&E and non-S&E) (\$ 1,000s)	\$13,288	\$17,757	\$21,710	\$16,221	\$19,332
Federally Funded (\$ 1,000s)	\$10,265	\$11,038	\$13,156	\$12,858	\$12,927
Percent Funded From External Sources	93%	67%	65%	85%	76%
Total R&D Expenditures Per Full-Time, Tenured, Tenure-Earning Faculty Member (\$)	\$59,321	\$82,977	\$102,891	\$73,732	\$85,163
Technology Transfer					
Invention Disclosures	3	1	3	1	0
U.S. Patents Issued	0	0	0	0	0
Patents Issued Per 1,000 Full-Time, Tenured and Tenure- Earning Faculty	0	0	0	0	0
Licenses/ Options Executed	0	0	5	1	0
Licensing Income Received (\$)	\$0	\$0	\$0	\$0	\$0
Number of Start-Up Companies	0	0	0	0	0

Note: **R&D Expenditures** are based on the National Science Foundation's annual Survey of R&D Expenditures at Universities and Colleges (data include Science & Engineering and non-Science & Engineering awards). Percent Funded from External Sources is defined as funds from federal, private industry and other sources (non-state and non-institutional funds). Total R&D expenditures are divided by fall, full-time tenured/tenure-track faculty as reported to IPEDS (FGCU includes both tenured/tenure-track and non-tenure-track faculty). The fall faculty year used will align with the beginning of the fiscal year, so that (e.g.) 2007 FY R&D expenditures are divided by fall 2006 faculty. **Technology Transfer** data are based on the Association of University Technology Managers Annual Licensing Survey. **Licensing Income Received** refers to license issue fees, payments under options, annual minimums, running royalties, termination payments, amount of equity received when cashed-in, and software and biological material end-user license fees of \$1,000 or more, but not research funding, patent expense reimbursement, valuation of equity not cashed-in, software and biological material end-user license fees of less than \$1,000, or trademark licensing royalties from university insignia. **Number of Start-up Companies** that were dependent upon the licensing of University technology for initiation. Note: *2010-11 data spike was due to large FGNW (Florida's Great Northwest) cost share commitment (\$3.8M).

Bylaws of UWF Board of Trustees

Revision Adopted 2/25/05

Revision Adopted 9/18/09

Revision Adopted 12/9/11

ARTICLE I ORGANIZATION

The Corporation

The University of West Florida Board of Trustees ("Board of Trustees" or "Board") is established as a body corporate, with all powers of a body corporate as provided by Florida law. The Board of Trustees is a corporation primarily acting as an instrumentality or an agency of the state, pursuant to s. 768.28 (2), for purposes of sovereign immunity. The Board shall perform all duties prescribed by the Board of Governors, applicable law and rules.

Membership

The Board of Trustees is composed of thirteen persons, six members appointed by the governor of the State of Florida, five members appointed by the Board of Governors, the president of the University of West Florida Student Government Association ("UWF SGA"), and the president of the University of West Florida Faculty Senate.

Board of Trustees members who are appointed by the governor and the Board of Governors shall be appointed for staggered five-year terms. The president of the University of West Florida Student Government Association will serve for as long as he or she is president of the UWF SGA, and the president of the Faculty Senate usually shall serve for as long as he or she remains president.

Members of the Board shall serve without compensation but may be reimbursed for travel and per diem expenses in accordance with state law.

Powers and Duties of Officers

The officers of the Board of Trustees are the chair, vice-chair, executive officer and corporate secretary. The chair and vice-chair shall be selected by the Board of Trustees at its first regular meeting after January 7, 2003 and shall serve for a two-year term to begin immediately upon selection. Thereafter, the Board of Trustees shall select the chair and vice chair at the last regularly scheduled meeting of the calendar year for a two- year term to begin January 1. The chair and vice-chair shall be eligible for reselection for

one consecutive term, after which they may not be an officer for two years before being eligible for selection again.

The university president shall serve as executive officer and corporate secretary of the Board of Trustees.

Chair/vice chair

The chair shall preside at all meetings of the Board of Trustees, call special meetings of the Board when necessary, attest to actions of the Board and appoint trustees to standing and ad hoc committees. The vice-chair shall act as chair during the absence or disability of the chair.

Executive Officer/Corporate Secretary

The university president, as executive officer and corporate secretary, shall be responsible to the Board for all operations of the university and for setting the agenda for meetings of the Board in consultation with the chair.

As executive officer, the university president shall serve as the principle liaison officer and official contact between the Board and the faculty, staff and students of the university. The university president shall exercise such powers as are appropriate to his/her position in promoting, supporting and protecting the interests of the university and in managing and directing its affairs. The university president may issue directives and executive orders not in contravention of existing Board policies. The university president shall be responsible for all educational, financial, business and administrative functions of the university consistent with the policies established by the Board and shall exercise such other powers, duties and responsibilities as are delegated or assigned by the Board of Trustees, the Board of Governors and Florida statute.

As corporate secretary, the university president shall be responsible for noticing meetings of the Board and its committees, setting the agenda and compiling supporting documents for meetings of the Board, recording and maintaining the minutes of any Board or committee meeting, including a record of votes cast, executing or attesting to all documents which have been executed by the Board, and shall be custodian of the corporate seal. The university president may designate an individual to serve as deputy corporate secretary to the Board.

ARTICLE II MEETINGS

Regular meetings - The Board will meet no fewer than four times per fiscal year, at a time and place designated by the chair. Meetings of the Board are

open to the public and all official acts will be taken at public meetings, unless exempt from the open meetings law. The schedule of meetings is available on the University of West Florida website at <http://www.uwf.edu/trustees>.

Special Meetings - The Board may meet in special meetings, including hearings and workshops, at a time and place designated by the chair.

Emergency Meetings - An emergency meeting of the Board may be called by the chair of the Board upon no less than twenty-four (24) hours notice whenever, in the opinion of the chair, an issue requires immediate Board action. Whenever such emergency meeting is called, the chair will notify the corporate secretary. The corporate secretary will immediately serve either verbal or written notice upon each member of the Board, stating the date, hour and place of the meeting and the purpose for which the meeting has been called. In addition, notice will be given to the public. No other business will be transacted at the meeting unless additional emergency matters are agreed to by a majority of those Board members in attendance. The minutes of each emergency meeting will show the manner and method by which notice of such emergency meeting was given to each member of the Board and to the public.

Notice of Meetings - Notice of regular meetings, committee meetings, and special meetings of the Board will be given not less than seven days before the event and will include a statement of the general subject matter to be considered. Whenever an emergency meeting is scheduled to be held, the corporate secretary will post a notice at the university library and at <http://www.uwf.edu/trustees> of the time, date, place, and purpose of the meeting.

Closed Sessions - As provided by law, the Board may conduct closed sessions when it meets to consider or discuss such matters as pending litigation with the Board attorney, collective bargaining, evaluations of claims filed with a risk management program, or challenges to the content of student records or reports. The minutes of attorney-client sessions and risk management meetings shall be exempt from public disclosure until termination of the litigation and settlement of all claims arising out of the same incident. All work products developed for the Board and the university in preparation for, and during, collective bargaining negotiations shall be exempt from disclosure.

Meetings by Means of Telephone Conference Calls and other Communications Media Technology

a. The Board may use telephone conference calls and other communications

media technology to conduct Board business in the same manner as if the proceeding were held in person.

b. The notice of any meeting conducted by means of communication media technology will state where and how members of the public may gain access to the meeting.

Quorum - Nine (9) members of the Board must be in attendance to constitute a quorum for the transaction of business.

Voting - A majority vote of the full Board is required for appointing and removing the president. On all other matters, a majority of voting members is required for approval. A trustee may abstain from voting only under those circumstances proscribed by law. Voting by proxy or by mail shall not be permitted.

Parliamentary rules - Roberts Rules of Order, newly revised, will be followed in conducting meetings of the Board, unless otherwise provided by the Board.

Agenda

The agenda for each meeting of the Board shall be prepared by the university president or his/her designee. Every request for inclusion of an item on the agenda of a meeting shall be put in writing and filed, together with any supporting documents, with the university president sufficiently far in advance of the meeting to permit a determination to be made by the university president with respect to the propriety and practicability of including that item on the agenda for the meeting. The university president will assemble the items received, with sufficient time to prepare the agenda in advance of each meeting and provide a copy of the agenda to each member of the Board at least seven days prior to the meeting. If additional items or supporting documentation become available, a supplemental agenda will be provided at least three days prior to the meeting.

Minutes

Minutes of the meetings of the Board of Trustees shall be kept by the corporate secretary or designee, who shall cause them to be printed and preserved and who shall transmit copies to the members of the Board of Trustees and to other places where deemed appropriate. All lengthy reports shall be referred to in the minutes and shall be kept on file as part of the university records, but such reports need not be incorporated in the minutes except when so ordered by the Board of Trustees.

ARTICLE III COMMITTEES

Trustees appointed to committees shall serve at the pleasure of the board chair.

The Executive Committee shall have a minimum of six (6) members, 5 of whom shall be voting trustees, and one of whom shall be the president of the university, who shall be ex-officio without vote and not counted as part of a quorum for the purpose of transacting business. The chair and vice chair of the board of trustees, and the chairs of the standing committees of the board shall also serve. The Board chair may appoint one additional trustee to serve at-large on the executive committee.

The purpose of the executive committee is twofold: to conserve time, it shall serve at the pleasure of the board as the board's agent in helping the president to address routine business between regular board meetings; and it shall assist the chair and the university president in their joint responsibility to help the board to function effectively and efficiently by suggesting board meeting agenda items and periodically assessing the quality of committee work. The executive committee shall have authority to act for the board of trustees on all matters except for the following, which shall be reserved for the board: presidential selection and termination; trustee and board officer selection; changes in institutional mission and purposes; changes to the bylaws; incurring of corporate indebtedness; and adoption of the annual budget. These bylaws or other board policy may reserve other powers for the Board of Trustees.

The executive committee shall meet as often as necessary to conduct its business as determined by the chair and university president, and it shall ensure that minutes are taken and promptly distributed to all trustees for subsequent ratification by the board of trustees at its next regular meeting.

The Board of Trustees may establish such other committees as deemed necessary for the orderly conduct of the business of the Board. The chair may serve as an ex-officio member of any committee so established.

A majority of voting trustee committee members shall constitute a quorum.

ARTICLE IV AMENDMENT OR SUSPENSION OF BYLAWS

The Bylaws may be altered, amended or repealed by a majority vote of all members of the Board at any regular meeting, when notice of the proposed

amendment or repeal is provided in the meeting notice. Any provision of these Bylaws may be suspended in connection with the consideration of a matter before the Board by an affirmative vote of not less than nine (9) members of the Board.

ARTICLE V APPEARANCES BEFORE THE BOARD

Individuals or group representatives who desire to appear before the Board to initiate a subject within the Board's jurisdiction may submit their requests to the university president, as corporate secretary, at 11000 University Parkway, Pensacola, Florida 32514, for the matter to be included in the agenda. The university president, in consultation with the chair, will determine whether the item will be heard and when the item will be heard. The Board may place time limits on any presentation or decline to hear any matter.

The chair may recognize any individual or representative of groups to address the Board.

In order to proceed with the essential business of the Board in an orderly manner, any individual or group representative who attempts to disrupt a Board meeting will be subject to appropriate action pursuant to law.

ARTICLE VI CODE OF ETHICS

Code of Ethics - Conflict of Interest

Trustees stand in a fiduciary relationship to the University. Therefore, Trustees shall act in good faith with due regard for the interests of the University and shall be guided by the provisions set forth in Florida law for the conduct of public officers. The Board shall adopt a written ethics policy that will be reviewed periodically and revised as necessary.

ARTICLE VII MISCELLANEOUS PROVISIONS

Indemnification

The board shall, to the extent legally permissible, indemnify and defend each of its trustees, officers, employees, volunteers and other agents against all liabilities and expenses incurred in the connection with the disposition of defense of any action, suit or other proceeding, whether civil or criminal, in

which such person may be involved by reason of university service, except with respect to any matter in which such person shall have been adjudicated in any proceeding not to have acted in good faith; and further provided that no settlement shall be entered into without the prior consultation and approval of the president or the president's designee.

Fiscal Year

The fiscal year of the Board shall commence on July 1 of each year and end on June 30.

Sunshine Laws

Public access to Board records is governed by the provisions of the Public Records Law in Chapter 119, F.S. Board meetings are governed by the provisions of the Open Meetings Law in Chapter 286, F.S.

Corporate Seal

The corporation shall have a seal on which shall be inscribed "The University of West Florida Board of Trustees."

Adopted Revision 2/25/05.

Adopted Revision 9/18/09

Adopted Revision 12/09/11